

Standard General Conditions of Purchase

Article 1 : Applicability

The present general conditions of purchase apply to all purchase orders issued by **TRACTEBEL ENGINEERING S.A./N.V.** (hereinafter « the Client ») to the contractor (hereinafter « the Contractor ») for goods or services, as defined in the purchase order, and in so far as such purchase orders do not contain express deviations hereto.

The purchase order shall only bind the Client if it is signed by a representative duly authorised by the Client to place purchase orders. Purchase orders placed verbally or by telephone shall only be valid if they are confirmed in writing.

The Parties agree to treat the documents they exchange as original documents and fully binding upon them. Accordingly, the Parties mean the documents to have probative value subject to any contractual stipulations being complied with. The Parties agree to confer upon their documents the same probative value as that granted by law to documents written on paper.

The Parties agree to ensure that the content of their documents complies with the obligations, specifically formal, arising from the laws, regulations and trade's usages.

In any event, except for a proven case of default or corruption of their computerized systems, the Parties expressly waive the right to rely on nullity or unenforceability of their transactions on the ground that they have been carried out by means of electronic systems.

The Parties will deal personally with the storage of documents issued and received, specifically insofar as their own requirements are concerned on fiscal and accounting matters.

Both Parties are responsible for the choice of implementing and applying the resources, tools and security procedures guaranteeing protection of its performance and data against the risks of unauthorised access, loss, corruption or destruction.

Both Parties are responsible for implementing the necessary tests to guarantee and control their own resources, tools and security procedures.

Article 2: Applicable provisions

In addition to the purchase order and the present general purchasing terms and conditions, the provisions available on the website of Tractebel (<https://tractebel-engine.com>) related to the following points are applicable:

- health, security and the environment;
- ethics;
- sustainable development and social responsibility provided for in the charters of the group to which the Client belongs.

Article 3 : Acceptance of the purchase order

Failing written notice of refusal within five (5) business days after the sending of the purchase order, and in any event in case of performance of the purchase order, the Contractor is deemed to have accepted the purchase order and this as of the date on which it was sent.

By accepting the purchase order, the Contractor renounces to his general terms and conditions of sale, even if his acceptance of the purchase order refers to such terms and conditions. If the Contractor accepts the purchase order subject to remarks or reserves, the Client is no longer bound by the purchase order.

Article 4 : Supply of goods or services

The delivery dates fixed in the purchase order are mandatory. In case of non-respect of these dates, and without prejudice to his right to full compensation for all damages incurred, the Client shall have right to a lump-sum indemnity corresponding to 10% of the value of the purchase order or, at his choice, it shall have the right to terminate the purchase order.

The goods supplied (documentation included) and the services performed by the Contractor will be free of any apparent and/or hidden defects, strictly in accordance with the purchase order, the applicable legislation, the state of the art, good workmanship, the state of technique and the normal requirements as to usability, reliability, life cycle and the purpose which the Contractor knows or at least should know.

The goods delivered and services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labour that are in force in the country of destination of said goods and/or services. All dangerous goods must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the purchase order and form an integral part thereof.

Unless otherwise agreed upon, the Contractor provides the materials, tools and equipment necessary for the performance of the services.

Unless an acceptance procedure, including the drawing up of an acceptance report upon request of the Contractor, is provided for in the purchase order, the goods and services are deemed to be accepted by the Client if it has not communicated the existence of defects to the Contractor within fifteen (15) working days following the end of the execution of the purchase order.

Without prejudice to more stringent imperative provisions, the Contractor shall at his own costs, at the option of the Client, repair or replace all defects, shortcomings and non-conformities in goods and services remarked within twenty-four (24) months as from the first operational use respectively the end of the execution. During this twenty-

four (24) month period the Contractor shall cover all expenses and performances necessary for a perfect repair, in strict conformity with the conditions of the initial purchase order.

A new twenty-four (24) month period shall start running as of the end of the repair. Furthermore the Contractor will hold the Client harmless for all damages resulting from the defect or breach encountered.

In case of urgency, the Client has the right to proceed himself or through a third party to the repair or replacement, at the Contractor's costs and risks and without prejudice to the Contractor's aforementioned obligations.

Article 5 : Transfer of title and risk

The title is transferred to the Client as soon as the object of the purchase order is identified and at the latest at the delivery.

The risk of damage or loss is transferred to the Client upon delivery, unless this delivery is subject to an acceptance procedure, in which case the risk will only be transferred upon acceptance.

Article 6 : Price – payment

Unless otherwise indicated in writing in the purchase order, the prices or hourly rates are fixed, may not be revised and include all costs, taxes, charges, contributions and retributions applicable to the supply of goods or services, with exception of VAT.

The Contractor's invoices must indicate all legal information required by law and by the Client, and shall be sent to the invoicing address indicated by the Client and accompanied, where applicable, by documents signed by both parties confirming the acceptance of the goods and/or services. Invoices that do not comply with these provisions shall be automatically returned to the Contractor and payment shall be suspended until a new complete invoice has been submitted to the Client.

Payments shall be made in accordance with payment terms agreed in the purchase order or if not mentioned, at the latest sixty (60) days following the end of month of the invoice date, in so far as the Contractor fulfilled his obligations.

If the payment of a sum owed to the Contractor is delayed for reasons attributable to the Client, the Contractor is authorized to apply interest on the outstanding amount for the period between the date on which the Contractor sends a notice of default to the Client by registered mail, and the date of actual payment, at the annual rate (for a year of 360 Days) corresponding to the EURIBOR rate at three months increased by 2 points per year.

Article 7 : Subcontracting – Assignment

The Contractor may not subcontract part or all of the purchase order to third parties, unless the Client, after having been noticed in advance, has not expressed any objection. Such subcontracting is done at the risk of the Contractor and shall in no way limit his obligations and he shall ensure the respect of such obligations by such third parties.

The Contractor may not assign his rights and obligations arising in connection with the purchase order to any third party without prior and written approval of the Client. The Client is free to assign some or all of his rights and obligations arising in connection with the purchase order, to a third party.

Article 8 : Communication

Without prior written agreement from the Client, the Contractor shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Client and the Contractor and/or about the Client and its associated brands.

Article 9 : Intellectual property

Any intellectual property rights originating from or at the occasion of the purchase order become immediately the property of the Client and the transfer of these rights is reflected in the agreed price.

The Contractor shall hold the Client harmless against all claims of third parties pursuant to breaches of intellectual property rights, relating to the goods or services.

The Contractor shall be liable towards the Client for all damages resulting from such breaches, including costs of legal assistance. Should a problem occur, the Contractor shall, at his own cost, adapt the goods and services or replace them by equivalent goods and services.

Article 10 : Confidentiality

All commercial and technical information disclosed by the Client to the Contractor or which the Contractor becomes aware of in connection with the execution of the purchase order, shall remain the exclusive property of the Client and the Contractor will maintain strict confidentiality thereof. The Contractor shall not use such information for any other purpose than the execution of the purchase order and shall return it to the Client thereafter. The Contractor will disclose such information only to employees who need to have access to the information for the performance of the purchase order and who are bound to treat such information as confidential. The Contractor shall not disclose such information to third parties without the prior written approval of the Client. Contractor's obligations under this section remain in force for ten (10) years after the end of the purchase order.

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Article 11 : Liability – Insurance

The Contractor is liable to the Client, for all damages of any nature whatsoever, suffered by the Client pursuant to the non-respect by the Contractor of any of his obligations. The Contractor shall hold the Client fully harmless against any third party claims in this respect.

The Contractor shall take, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognised insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage or immaterial damage, as well as consequential losses, whatever their origin, caused to the Client or any third party during or after execution of any purchase order.

The Client may ask the Contractor a copy of the insurance policies taken out by the Contractor.

Such insurance policies shall enter into force prior to or at the moment of delivery of goods or at the beginning of the performance of the service, shall remain in force without interruption until at least twenty-four (24) months thereafter and must contain a waiver of recourse in favor of the Client. The Contractor shall be solely responsible for payment of insurance premiums.

Article 12 : Force Majeure

A force majeure event is an event which is reasonably unforeseeable that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the parties affected by a force majeure shall first be suspended. The affected party shall promptly notify the other party in the event of a force majeure and the probable duration thereof; the affected party shall make every effort possible to minimise the effects resulting from this situation. Should the force majeure last more than fifteen (15) days, without any possibility of remedying it, the other party may terminate the purchase order without damages and interests due by either party.

Article 13 : Ethics and Social and Environmental Responsibility

The Contractor acknowledges that it has read and agrees to adhere to the commitments adopted by the Client on ethics and social and environmental responsibility, as set out in its reference documents and in the Engie Group Vigilance Plan (for suppliers with an established commercial relationship, as defined under French law). The Client commitments are available on the Client's website www.tractebel.com, in particular the Ethical Charter, the Practical Guide to Ethics, the Ethics Guidelines for Commercial Relationships and the Group Vigilance Plan.

In this respect, the Contractor represents and warrants to the Client that it complies with the international and national laws applicable to the purchase order (including any amendments made to those laws during the term of the purchase order) and that it complied with those laws during the six-year period immediately preceding the signing of the purchase order, relating to:

- (i) human rights and individual fundamental freedoms, in particular the prohibition of (a) child labour and any other form of forced or compulsory labour; (b) any type of discrimination within Contractor's company - or Contractor's group of companies as the case may be - or in its dealings with its suppliers or subcontractors;
- (ii) embargoes, arms and drug trafficking and terrorism;
- (iii) trade, import and export licences and customs requirements;
- (iv) the health and safety of employees and third parties;
- (v) employment, immigration and the ban on using undeclared workers;
- (vi) environmental protection;
- (vii) white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the purchase order), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences;
- (viii) anti-money laundering measures;
- (ix) competition law.

Whenever applicable, if the Contractor shall carry out some activities on site, the Contractor shall comply with the agreed Health and Safety rules as detailed under the purchase order and shall ensure that its own suppliers and subcontractors, as well as any other third-party present on said site, also comply with those rules.

As regards its own operations, the Contractor undertakes to actively cooperate with the Client and to take the required action to allow the Client to fulfil its own legal obligations arising under its duty of vigilance. To this end, the Contractor shall assist, in particular, with the implementation of the measures set out in the Vigilance Plan as stated above (risk mapping, alert and whistleblowing mechanism etc.) and immediately report to the Client any serious breach or, any circumstances that could potentially constitute a serious breach, of the above-mentioned rules, in the performance of its relationship with the Client.

The Client may require the Contractor to prove its compliance with the requirements set out in this clause at any time and may audit the Contractor, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to the Contractor. In the event of an audit, the Contractor undertakes to grant Client's employees access to its premises and/or its sites and to provide the Client with all

information and/or documents that it may request for the successful completion of the audit.

Any breach of the provisions of this clause by the Contractor will be treated as a breach of contract justifying the suspension and/or termination of the purchase order by the Client on the terms and conditions set out in the present general conditions.

Article 14: Personal Data Protection

Each party recognizes that, as part of the conclusion and implementation of the purchase order, it may need to process, as an independent data controller, the personal data of the other party's staff, customers or suppliers, which is protected by the General Data Protection Regulation ("GDPR").

As part of this processing, each party commits to respect the GDPR for the personal data received from the other party that must be processed.

The Contractor warrants that it has the right to transfer to the Client personal data concerning its staff and any of its subcontractors' staff as far as is necessary for the implementation of the purchase order, namely data relating to their names, addresses, telephone numbers, e-mail addresses, titles, CVs, data taken from access badges and logs relating to use of computerized tools. The main purpose of processing these data is to control access to buildings and to monitor the quantity and quality of the services performed and goods supplied, the competence of those performing or delivering them and the security of computer systems and to ensure the security of the Client's buildings. These personal data may be passed on to the Client's subsidiaries in the meaning given to that concept in the Belgian Company Code and to the Client's subcontractors acting for the aforementioned purposes.

The Contractor commits to inform its staff and any of its subcontractors of the fact that the Client may process data concerning them as part of the purchase order in accordance with the above paragraph and to communicate to them the Privacy Statement available on the Client's website (www.tractebel-engie.com/en/data-privacy).

Article 15 : Termination

Should the Contractor fail to perform any one of its obligations and not remedy its failure within a period of ten (10) days from the issuance of a formal notice of default by registered mail by the Client, the Client may terminate the purchase order as of right, without prejudice to any right to claim damages and interests.

In the same way, the Client may, without prejudice to any applicable laws, (i) terminate the purchase order as of right in case of bankruptcy, dissolution or seizure of the assets of the Contractor, (ii) terminate, at any time, unilaterally and as of right, any purchase order placed but not yet executed, without formal procedures or prior intervention from the courts.

The completion or termination of the purchase order shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property and confidentiality.

Article 16 : Applicable law – Jurisdiction

The Belgian law, with exception to the rules resulting from the Vienna Sale Treaty, shall be applicable.

Any dispute arising out of or on the occasion of the purchase order will, in accordance with the rules of CEPANI, be submitted to and settled by one or three arbitrators having a seat in Brussels in the language of the purchase order. However, the Client retains the right to summon the Contractor before the ordinary courts of its registered office.

Article 17 : General provisions

The invalidity of one clause shall not invalidate these general conditions and the parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Each party is an independent legal entity, both in legal and financial terms, and acts on its own behalf and under its sole responsibility.

The Contractor carries out its activities as an independent service provider, with no hierarchical relationship, towards the Client. All of the Contractor's staff that is appointed, wholly or partially, to execute the purchase order shall remain, in all circumstances, under the hierarchical and disciplinary authority of the Contractor. The Contractor hereby declares that the personnel performing the services under a purchase order are employed in accordance with the labour regulations in force in Belgium or any local legislation applicable to the Client and to the Contractor and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.