

1. DEFINITIONS

- **'Buyer'** means the company that has placed the Order.
- **'End Customer'** means the Buyer's customer.
- **'Know-how'** means information of whatever kind recorded in any form whatsoever which may or may not be protectable by a form of intellectual property and which either party had in its possession prior to execution of the Order or which either party thereafter acquired strictly independently of its execution of the Order.
- **'Order'** means the Buyer's purchase order for the Service and is comprised of the following documents, listed in order of priority: 1) the order and the special terms and conditions for the supply of services, as well as any amendments thereto, 2) the specifications, conditions of contract and drawings (if any) and 3) the General Terms and Conditions for the Supply of Services and the appendices thereto.
- **'Price'** means the price of the Order, as defined in clause 4 below.
- **'Service'** means some or all of the services which the Service Supplier must deliver in accordance with the Order.
- **'General Terms and Conditions for the Supply of Services'** means these General Terms and Conditions for the Supply of Services.
- **'Service Supplier'** means the company with which the Order is placed, and which has declared that it is qualified and that it has the expertise, and all of the resources needed to execute the Order.

2. ORDER ACCEPTANCE

2.1 The Service Supplier must acknowledge receipt of the Order by dating, signing and stamping the Order form within fifteen (15) calendar days of the issue date. Failing this, the Buyer will be entitled to declare that no Order was placed, without being required to pay an indemnity.

2.2 If the Service Supplier begins to execute the whole or part of the Order or issues a request for a down payment or an invoice, the Service Supplier will be deemed to have unreservedly accepted all the terms of the Order.

3. ORDER EXECUTION

3.1 – COMPLIANCE TO THE ORDER

The Service must be supplied (a) in strict accordance with the terms of the Order and (b) in accordance with the Buyer's requirements as set out in the Order or with its legitimate expectations, (c) by competent, qualified personnel, (d) in accordance with industry standards, (e) in accordance with applicable standards, laws and regulations.

The Service Supplier also has a duty to provide advice and information.

3.2 - APPROVAL OF THE SERVICE SUPPLIER'S DOCUMENTATION AND DRAWINGS

Approval, if any, by the Buyer and/or the End Customer and/or an organisation appointed by the latter of the drawings and/or documentation prepared by the Service Supplier will not release the Service Supplier from its responsibilities or liability.

3.3 - SERVICE SUPPLIER'S PERSONNEL

The Service Supplier shall assign teams that have the experience, ability, qualifications, authority and certifications needed to properly provide the Service. The Service Supplier is responsible for managing and supervising the work carried out and the services performed by its teams, which will remain under its full managerial authority.

The Buyer may without notice ask for any member of the Service Supplier's personnel whose work or actions is/are not compatible with the values or safety of persons and property to be removed or replaced. In such event, all costs relating to such removal or replacement will be borne by the Service Supplier.

The Service Supplier represents that its personnel and any subcontractors who are assigned to execute the Order are/will be employed and notified in accordance with applicable employment legislation, in particular the laws on unregistered workers and illegal work. It undertakes to arrange for the Buyer to be provided with the documents listed in Appendix A, *Unregistered Workers, Illegal Work and Cross Border Secondment*.

3.4 - HEALTH AND SAFETY

The Service Supplier must comply with Appendix B, *Health and Safety*.

4. PRICE, INVOICING AND PAYMENT

4.1 The Price of the Order is the amount or amounts stipulated in the Order or the amount resulting from the price calculation formula stipulated in the Order. Unless specifically stipulated to the contrary in the Order, the Price is firm and fixed for the duration of the Order and may not be reviewed or adjusted due to a fluctuation in currencies and/or economic circumstances. The Price takes account of all elements, insurance costs, risks, profits and margins relating to the Order. No additional costs may be requested by the Service Supplier.

4.2 The Service Supplier must issue invoices according to the schedule set out in the Order. Each invoice must include the Order number, a description of the Service, the date and reference number of the down payment and information on any other event that led to the issue of an invoice and be sent exclusively to the Buyer's registered address. The Buyer will not be liable for any late payment due to the Service Supplier's failure to comply with invoicing instructions.

4.3 Invoices are issued by the Service Supplier to the Buyer's name and sent to the address specified in the special terms and conditions of purchase, indicating the number and references of the Order. Provided that the contractual event generating the corresponding payment has occurred and is compliant with the Order and provided further that the documentation (if any) associated with the payment has been delivered and is compliant with the provisions of the Order, invoices are paid within the periods stipulated in the Order. Assuming penalties for late payment may be applied, they shall be calculated on the basis of rate equal to three times the French legal interest rate.

5. EXECUTION TIME LIMITS

5.1 The time limits stipulated in the Order are mandatory and constitute a fundamental and determining condition of the Order. If it can reasonably determine that it will not be able to meet a time limit or if it does not fulfil its obligations on time, the Service Supplier must immediately inform the Buyer thereof in writing. The Service Supplier must at its sole expense implement the necessary resources in order to make up for the delay when requested to do so by the Buyer, without prejudice to the latter's rights. If the Buyer can determine, based on reasonable evidences, that the Service Supplier will not be able to comply with the time limits stipulated in the Order, the Buyer may terminate the Order as per clause 13 below.

~~5.2 Unless previously agreed by the Buyer in writing or in the event of force majeure as defined in clause 16 below, penalties for delay will be applied should the Service Supplier fail to deliver on the dates or within the time limits stipulated in the Order. Unless stipulated to the contrary in the special terms and conditions of purchase, such penalties will be equal to 1% of the Price for each commenced week of delay and will be applied without notice. The total amount of penalties for delay is capped at 10% of the Price.~~

~~5.3 Penalties for delay may be applied without prejudice to compensation for any damage or loss sustained by the Buyer as a result of a delay and without prejudice to the Buyer's right to terminate the Order as of right.~~

5.4 The Buyer may also, at its own discretion terminate the Order as per clause 13 below, on account of a failure to meet the time limits stipulated therein.

6. CHANGE ORDER

The Buyer may ask to change the Order by adding, removing or changing the whole or part of the Service. If a request to change the Order changes the Price and/or the time limits stipulated in the Order, the Service Supplier must immediately inform the Buyer in writing and stipulate the impact of the change, particularly on the Price and time limits. Any change order will be determined taking account the rates stipulated in the Order and the same price levels used to calculate the original Price. No change order will be effective until the Buyer has agreed thereto in writing.

7. COMPLIANCE

7.1 The Service Supplier undertakes to carry out its activities in all circumstances in strict compliance with the laws, rules and regulations of all kinds which are applicable to the Order and/or in the country of the Service Supplier and/or in the country of domicile of the Buyer. The Service Supplier expressly undertakes to respect and adhere without reservation to the legal provisions against corruption and in particular the French law (Sapin II) on transparency, the fight against corruption and the modernization of economic life, or any other applicable laws and regulations against corruption, as well as to the provisions of Appendix C.

7.2 While executing the Order, the Service Supplier may have to process personal data of the Buyer.

The Service Supplier undertakes, when processing any personal data of the Buyer in the execution of this Order, to comply with the provisions of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of April 27, 2016 (known as GDPR) and/or any similar or equivalent foreign regulations that would be applicable, as well as the provisions of Appendix D.

7.3 Service Supplier acknowledges and agrees that its business activities will be in full compliance with all export control laws and regulations, including French, United States, European Union and other applicable national laws and regulations.

Service Supplier will immediately notify Buyer if at any time the goods, technology, software or software source code, or any part thereof, supplied under this Order, are or become subject to any export control and sanction laws or regulations.

Service Supplier will provide all assistance relating to the Order to ensure Buyer's compliance with such laws and regulations.

The breach of any of the provisions of this Article 7 constitutes a material breach of the Order by the Service Supplier and, without prejudice to any other right, remedy or remedy, the Buyer shall have the right to immediately terminate the Order, without prejudice to any other contractual or legal remedy available to it. The Service Supplier will guarantee, indemnify and hold harmless the Buyer from any claim, loss, damage, liability, expense or cost of any kind whatsoever, which results directly or indirectly from said breach.

8. INSPECTIONS - CONTROLS

8.1 The Buyer and/or the End Customer may access the Service Supplier's premises in order to check the Service being provided. The Buyer's inspection of the Service, its approval or the fact that it does not issue any reserve will not exempt the Service Supplier from its contractual obligations in respect of the Order.

8.2 The Service Supplier undertakes to facilitate an inspection of the Service being provided at any time during execution of the Order. Taking applicable legislation into consideration, it undertakes to inform the representatives of the Buyer and/or the End Customer of any risks and of applicable internal regulations and safety instructions and to ensure their safety during the performance of their work. Inspections (which will under no circumstances release the Service Supplier from its responsibilities or liability) will particularly be carried out in order to check the following:

- the progress and proper execution of the Order,
- compliance with the specifications, standards and requirements stipulated in the Order.

If it appears during an inspection that the Service is not being provided in accordance with the Order or in a due and proper manner, the Service Supplier must resolve the matter. The Service Supplier may not claim that a delay in the delivery of the Service was due to an inspection.

9. ACCEPTANCE

9.1 Unless stipulated to the contrary in the Order and the special terms and conditions, acceptance of the Service will be recorded in an acceptance certificate that is dated and signed by the Buyer once the following conditions have been met:

- the apparent compliance of the Service has been acknowledged,
- the Buyer has in its possession all of the documents required in connection with the Order.

9.2 The Buyer may agree for the Service to be accepted subject to reserves. In such event, by signing an acceptance report, the Service Supplier will be undertaking to perform or complete the omitted or uncompleted work and to remedy the problems or defects affecting the Service within the time limit set by the Buyer. ~~Once such time limit has expired, the Buyer will be entitled to arrange for the services to be provided by a company of its choosing at the Service Supplier's expense without notice. The cost of such services may be deducted from the outstanding amount owed by the Buyer to the Service Supplier, in which case such setoff will be made as of right, in accordance with clause 14 below.~~

~~**9.3** An inspection or acceptance of the Service will in no way reduce or have any effect on the Service Supplier's liability.~~

10. GUARANTEE

10.1 The Service Supplier guarantees that the Service will be provided in accordance with the Order, as stipulated in clause 3.1 Compliance and that it will not be defective or non-compliant. This guarantee will cease to apply twenty-four (24) months after the Service has been accepted in accordance with clause 8 Acceptance.

10.2 Pursuant to this guarantee, the Service Supplier undertakes to promptly restart or correct the whole or any part of the Service that does not conform to the Order at its expense when requested to do so in writing by the Buyer. ~~If it fails to do so, the Buyer may arrange for the Services to be repeated or corrected by a third party and request the Service Supplier to reimburse the costs incurred in that regard. The Service Supplier shall bear all of the costs and expenses incurred by either itself or the Buyer in connection with its guarantee. The Buyer may offset such costs as of right against outstanding amounts owed to the Service Supplier, in accordance with the terms and conditions set out in clause 14 Setoffs below.~~

~~10.3 Corrections that must be made pursuant to the guarantee and which must be implemented urgently may be made on-site by the Buyer, the End Customer or an external company appointed by the Buyer or the End Customer, at the Service Supplier's expense.~~

~~10.4 If the Service Supplier refuses to fulfil or delays the fulfilment of its guarantee obligations or fails to act diligently, the Buyer, the End Customer or an external company appointed by the Buyer or the End Customer may make the necessary corrections or changes at the Service Supplier's expense and risk if a formal notice to perform remains without effect for seven (7) days.~~

11. LIABILITY AND INSURANCE

11.1 The Service Supplier will be liable for any damage caused by the Service Supplier, its employees, representatives and/or subcontractors to the Buyer and/or the End Customer and/or a third party on account of the provision of the Service. The Service Supplier shall hold the Buyer harmless from and against any claim made in that regard.

11.2 The Service Supplier and its subcontractors undertake to take out and/or to maintain for the duration of the Order the following insurance policies:

- a commercial general liability insurance policy that covers any and all damage, for a limit of not less than EUR one million (€ 1,000,000) per claim (on the understanding that this sum does not limit the Service Supplier's liability).

If the Service includes engineering studies or services:

- a professional indemnity insurance policy that covers any and all damage, for a limit of not less than EUR one million (€ 1,000,000) per claim (on the understanding that this sum does not limit the Service Supplier's liability).

If the Service includes the performance of work on the End Customer's site:

- a workers compensation insurance policy if the Service Supplier or its subcontractors (if any) operate in a country that has no mandatory employment cover,
- any mandatory insurance policy in the country where the Service is performed.

The Service Supplier must provide the Buyer upon request with the corresponding certificates of insurance and notify it of the sums insured and the applicable excesses (if any).

12. SUSPENSION

The Buyer reserves the right to suspend execution of the Order at any time without owing the Service Supplier any costs that may arise as a result thereof if the Order is suspended for less than three (3) months. If the suspension exceeds the aforementioned three-month period, the parties shall meet in order to determine whether or not to pursue the Order.

13. TERMINATION FOR CONVENIENCE

The Service Supplier acknowledges that the Buyer may for convenience terminate the whole or any part of the Order in writing at any time after the Order has taken effect. On the date set by the Buyer, the Service Supplier shall stop performing any activity related to the Order. The total amount payable to the Service Supplier in such case shall not exceed the amount of expenses reasonably incurred and for which supporting documents are provided and is reimbursable upon the presentation of paid invoices. Any and all sums received as a down payment/advance or interim payment must be deducted from the above mentioned total amount. The difference must be reimbursed by the debtor to the creditor according to the statement of account. The total amount covers any and all damages; the Service Supplier agrees not to take any action against the Buyer for additional claims, in particular for the loss of profit.

14. TERMINATION FOR BREACH

If the Service Supplier fails to fulfil any obligation or obligations in connection with the Order, the Buyer may terminate the whole or any part of the Order as of right, without the need to carry out any formality, or have the Order executed, in whole or part, by a third party at the Service Supplier's expense if a formal notice in writing remains without effect for seven (7) days, without prejudice to all of the other rights and remedies available to the Buyer. The Service Supplier shall promptly provide the Buyer with all of the deliverables produced in whole or in part in connection with the Order.

15. SETOFFS

~~The parties expressly agree that the Buyer may set off amounts owed to the Service Supplier against penalties, debts and indemnities of whatever kind owed by the Service Supplier to the Buyer after having formally notified the Service Supplier thereof in writing.~~

16. ACCEPTANCE OF RISK OF CHANGE IN CIRCUMSTANCES

Parties hereby expressly exclude the application of the provisions of Article 1195 of the French Civil Code and agree to assume the risk of an unforeseeable change in circumstances.

17. FORCE MAJEURE

17.1 If an unforeseeable, unavoidable event occurs that is beyond the control of one of the parties to the Order and which prevents that party from fulfilling its obligations in connection with the Order, the Order will be immediately suspended provided that the party affected by the force majeure event so informs the other party in writing within three working days of occurrence thereof, indicates the estimated duration of the event and produces reasonable corresponding evidence of the event in writing. No strike involving solely the personnel of the Service Supplier or its subcontractors will constitute a force majeure event.

17.2 The affected party must take all necessary measures in order to minimise the consequences of the force majeure event as much as possible.

17.3 The parties agree that the Service Supplier's right to extend the time limits imparted to it in the Order as a result of the force majeure event will in no way affect the Buyer's right to terminate the Order at any time in accordance with clause 12 Termination for Convenience.

17.4 If the force majeure event persists for more than fifteen (15) consecutive calendar days, the parties shall meet in order to discuss possible solutions.

18. CONFIDENTIALITY

18.1 The Service Supplier must keep confidential all information acquired from the Buyer and/or the End Customer in connection with the Order and take such steps as to ensure that third parties also keep such information confidential. It agrees not to use such information for any purpose other than to execute the Order and not to reproduce the Service entrusted to it for any other party. Such information may not be published or disclosed without the prior written consent of the owner thereof. If the Service Supplier is required to disclose such information to third parties in order to execute the Order, it must procure the same confidentiality undertakings from such third parties.

18.2 The Service Supplier also undertakes to keep confidential all technical results and information developed in connection with the Order, except for information that becomes public knowledge other than through a fault of the Service Supplier.

18.3 Under no circumstances may the Service Supplier refer to the Buyer or specifically use photographs of the Buyer's installations for its advertisements or commercial literature without the Buyer's prior written permission.

18.4 Notwithstanding the termination, cancellation or complete execution of the Order, the provisions of clause 17 will remain in force for five (5) years from the date of termination or completion of the Order.

19. INTELLECTUAL PROPERTY AND KNOW-HOW

19.1 All of the Know-how and related intellectual property rights created, developed, produced or provided by the Service Supplier whilst executing the Order are deemed to have been created at the initiative of and as directed by the Buyer, which owns all related intellectual property rights. The Service Supplier expressly acknowledges the foregoing. The Service Supplier assigns all of the rights of use corresponding to such intellectual property rights, notably the rights of reproduction, public performance, translation, adaptation and marketing on any media, including all methods of use. It warrants that its employees and any subcontractors and their personnel also assign the foregoing rights. The assignment is an exclusive assignment for the duration of protection of intellectual property rights, in any country and in any language.

19.2 The Service Supplier agrees not to use the intellectual property rights of a third party in order to execute the Order without the prior written permission of the relevant third party. Any fees or royalties payable in order to use such rights must be paid exclusively by the Service Supplier.

19.3 The Service Supplier shall hold the Buyer harmless from and against any claim or complaint by a third party on the basis of infringement or a violation of its intellectual property rights and shall compensate the Buyer for any consequences that arise from any such claim or complaint.

20. TRANSFER - SUBCONTRACTING

As the Order is being placed on 'intuitu personae' basis, the Service Supplier agrees not to howsoever transfer or assign the Order or to subcontract the whole or any part of the Order, either without charge or in return for payment, without the prior written permission of the Buyer. In all cases, the Service Supplier will be solely responsible towards the Buyer for the proper execution of the Order. The Service Supplier must prohibit any subcontractors from further subcontracting the services entrusted to them unless the Buyer gives its prior written permission for them to do so.

21. NO WAIVER

Failure of the Buyer to rely on a provision of the Order should not be construed as a waiver by the Buyer to enforce that provision.

22. SEVERABILITY

If any provision or provisions of the Order are null, invalid or illegal, the other provisions of the Order will not in any way be affected thereby. The parties undertake to promptly agree in good faith on the adjustments required pursuant to amendments to the Order.

23. CORRESPONDENCE

Any formal notice or notification to be served in connection with the Order must be sent by letter with acknowledgement of receipt. All other correspondence must be sent by ordinary post, fax or email.

24. DISPUTES

24.1 The Order is governed by French law (even if it is placed outside France), to the exclusion of conflict of laws rules. The Commercial Court of Paris has exclusive jurisdiction to hear any dispute that arises in connection with the Order.

24.2 The parties expressly agree that any decision rendered by an arbitral tribunal or court in connection with the main contract between the Buyer and the End Customer will be binding on the Service Supplier, provided that the latter was formally requested to attend the proceedings that led to such decision being rendered.

24.3 The Service Supplier may not under any circumstances rely on the existence of a dispute with the Buyer or a third party to suspend, modify or delay the fulfilment of its obligations.

29. FIGHT AGAINST CLIMATE CHANGE AND RESPECT FOR THE ENVIRONMENT

The Buyer wishes to closely associate its Service Suppliers with its values, particularly with a view to respecting and promoting the principles of sustainable development and ethics. The Service Supplier is therefore encouraged to adopt socially and environmentally responsible behavior, and to engage in transparent dialogue with the Buyer on these issues.

In this context, the Service Supplier acknowledges having read and accepted the provisions of BUYER GROUP's CSR (Corporate Social Responsibility) charter for Service Suppliers and subcontractors.

In particular, the Service Supplier commits to implementing actions aimed at:

- Continuously improving its energy efficiency and reducing its environmental impacts,
- Optimizing the use of natural resources and controlling its impacts on biodiversity,
- Reducing emissions and discharges associated with its activities, as well as enhancing the value of its waste (greenhouse gas emissions, water impacts, emissions of Volatile Organic Compounds),
- Ensuring the traceability of raw materials, materials, and components necessary for the provision of services or goods,
- Controlling pollution risks (water, air, noise, odor, road congestion, etc.),
- Innovating for a circular economy.

APPENDIX A

UNDECLARED LABOR, ILLEGAL LABOR AND CROSS BORDER SECONDMENT

(Documents to be provided before the Order is entered into)

1. UNDECLARED LABOR

The Service Supplier declares that it is familiar with and that it complies with the provisions of Article L8221-1 of the French Employment Code which prohibits labor that is undeclared in whole or in part, defined as the performance of profit-making production, transformation, repair work or supply of services or the performance of commercial transactions by a natural or legal person who deliberately circumvents his obligations by:

- failing to register on the Trade Register (*Répertoire des Métiers*) or the Trade and Companies Register (*Registre du Commerce et des Sociétés*) when required to do so or engaging in an activity after having been refused registration or struck off the register, and/or
- failing to make the requisite declarations to the social security and/or tax authorities.

As a result and pursuant to Article L8221-1 of the French Employment Code, the Service Supplier undertakes to provide the following before the Order is entered into and every six months thereafter until the Order has been completed:

1.1 If the Service Supplier is a French company

A. In all cases, the following documents:

- Certificate issued by URSSAF (or an equivalent body) confirming receipt of social security contributions,
- Sworn statement that all mandatory tax return forms have been duly filed with the tax authorities,
- In the absence of one of the above documents, for natural or legal persons who have operated their business for less than one year, a receipt acknowledging that a declaration has been filed with a business registration centre.

B. If the Service Supplier is self-employed

- A document issued by URSSAF confirming that the person is self-employed.

1.2 If the Service Supplier is a foreign company and the works are executed in France

A. When the Service Supplier's registration to a business register is required in its country of origin, one of the following documents must be provided:

- a document issued by the authorities that keep the business register or an equivalent document ;
- for companies in the process of being set up, a document issued within the last six months confirming that the company has applied for registration.

B. If the Service Supplier employs people to provide the works for more than one month

- a sworn statement, every six months, confirming the issuance of a pay slip according to French or equivalent standards.

2. ILLEGAL LABOR

(The following applies if the performance is provided in France)

The Service Supplier declares that it is familiar with and that it complies with the provisions of Article L8251-1 of the French Employment Code which stipulates that *"it is prohibited to hire, use the services of or employ, either directly or through an intermediary, a foreign person who does not have a permit to work in France, regardless of the duration"*.

2.1 If the Service Supplier is established in the European Union, it undertakes to provide the following prior to conclusion of the Order and every six months thereafter until the Order is complete:

- a nominative list of any foreign employees who require a work permit (based on payroll with an indication for each employee of the date of his/her hire, his/her nationality and work permit type and number),
- a copy of each foreign employee's proof of identity or passport and employment contracts,
- a temporary work permit (*autorisation provisoire de travail* or APT) if the foreign worker has worked for the company for less than one year.

2.2 If the Service Supplier is not established in the European Union, it undertakes to provide the following prior to conclusion of the Order for each employee:

- a temporary work permit,
- a pay slip prepared in accordance with French standards that can be used to check whether the Service Supplier particularly complies with French public policy provisions concerning the employment of children, the protection of pregnant workers, working hours, the minimum wage and overtime.

3. CROSS BORDER SECONDMENT

(The following applies if the Service Supplier is not established in France but the works are performed in France)

The Service Supplier declares that it is familiar with and that it complies with the provisions of Article L1261-2 of the French Employment Code relating to cross border secondment:

- secondment declaration R 1263.3: name or company name, address, legal form of the company, registration number, name of legal representatives, name and address of representative in France for the duration of the works, address of the place where the works are performed, start date and estimated duration, type of activity, hazardous equipment or processes, first name, surname, date of birth, gender, nationality, date of conclusion of the contract of seconded employees;
- declaration of working hours,
- declaration regarding collective housing.

APPENDIX B

HEALTH AND SAFETY

1. In its capacity as a specialist, the Service Supplier must fully control all operations, particularly as regards the methods and resources to be used.
2. All works rendered must be carried out with a constant care regarding the prevention of risks and the safety of the personnel of the Service Supplier, of any authorized subcontractors, of the Buyer, of the End Customer and of other contractors on the work site.
3. If the Order includes work on the work site of the End Customer or the Buyer:
 - 3.1 The Service Supplier undertakes to comply and ensure that its employees and subcontractors (if any) also comply with the employment law applicable in the country where the Service Supplier and its subcontractors operate, the public policy laws and regulations applicable in the country where the works are provided as well as the safety instructions specific to the work site of the End Customer or the Buyer.
 - 3.2 The Service Supplier undertakes to actively take part in safety coordination meetings and, when on French territory, to draw up and promptly implement prevention plans (Article R4511-1 *et seq.* of the French Employment Code) or specific health and safety plans (Article R4532-1 *et seq.* of the French Employment Code).
 - 3.3 The Service Supplier shall supervise persons working on the work site. It shall appoint a safety officer who will be the key contact of the Buyer's project manager.
 - 3.4 The Service Supplier shall ensure that its personnel and the personnel of its subcontractors (if any) duly familiarise themselves with applicable safety regulations.
 - 3.5 The Service Supplier shall ensure that its personnel and the personnel of its subcontractors (if any):
 - have the ability, capacity and/or authorization to hold their position and to use all of the materials, equipment and tools needed in order to deliver the Supply; the Service Supplier shall provide all relevant certificates at the Buyer's request;
 - have all of the personal protective equipment needed in order to execute the Order (helmet, safety footwear, glasses/goggles, harnesses, gloves, protective clothing, gas mask, etc.).
4. The Service Supplier must systematically report any work related accident and analyse the causes thereof (such analysis will be provided to the Buyer within 48 hours). The Service Supplier undertakes to promptly take the necessary corrective measures in order to avoid a repetition of the accident. In the event one of the above obligations is not fulfilled, the Buyer and/or the End Customer will be authorized to immediately take any and all appropriate measures at the Service Supplier's expense, without any formality in that regard.

APPENDIX C

FIGHT AGAINST CORRUPTION

1. The Service Supplier acknowledges and agrees that any payment made by the Buyer to the Service Supplier as part of the Order will be wholly and exclusively for the payment of the Services provided by the Service Supplier in relation to the Order.
2. The Service Supplier acknowledges that he is fully aware of:
 - (a) French legislation against corruption and bribery and particularly the law no. 2016-1691 of December 9, 2016 regarding transparency, combating corruption and economic modernization;
 - (b) The OECD Convention on combating Bribery in International Business Transactions signed December 17, 1997;
 - (c) The European Council Framework Decision no. 2003/568/JAI of July 22, 2003 on combating corruption in the private sector.
3. In accordance in particular with the 10th Principle of the United Nations Global Compact, the Buyer strictly prohibits any “bribe” and any active or passive corruption in its internal and external relations, whether in the public or private sector. The Service Supplier confirms its understanding and commitment to this policy.
4. The Service Supplier shall:
 - (a) Comply with all applicable regulations (laws, decrees and any other rules and regulations) on corruption, extortion, influence peddling or money laundering;
 - (b) Refrain from, directly or indirectly, offering, promising, giving, accepting, authorizing or receiving any undue pecuniary or other advantage of any kind, to anyone, that would constitute a violation of all the above regulations, in order to obtain the Order or to facilitate its execution;
 - (c) Ensure that any person employed by it or by its subcontractors or its Service Suppliers, as part of the Order, be informed and also comply with the provisions of this Appendix;
 - (d) Promote a culture of integrity within its organization;
 - (e) Provide the Buyer, upon the Buyer’s request, at any time during the duration of the Order and for five (5) years from the date of termination or completion of the Order, will full access to the Service Supplier’s books, records and any other commercial documents related to the placing of the Order or the execution of the Order, to ensure compliance with the above regulations. The due diligence shall be conducted entirely by the Buyer’s expense unless the report shows an infringement of the above regulations, in which case the entire cost of the due diligence shall be borne by the Service Supplier;
 - (f) Promptly report to the Buyer any request for any undue pecuniary or other advantage of any kind received by the Contractor or its subcontractors in connection with the execution of the Order;
 - (g) Promptly notify the Buyer of any breach or suspected breach of the obligations under this Appendix.

APPENDIX D

PERSONAL DATA PROTECTION

1. Service Supplier's Commitments

To this end, the Service Supplier undertakes to:

- Process data only for the sole purpose(s) outlined in the subcontracting agreement; the Service Supplier will act solely on documented instructions from BUYER for the duration of the service provision.
- Process data in accordance with BUYER' instructions. If the Service Supplier believes that an instruction constitutes a violation of the GDPR or any other data protection provision, they shall immediately inform BUYER.
- Ensure the confidentiality of personal data processed under this contract.
- Ensure that individuals authorized to process personal data under this contract:
 - Commit to confidentiality or are subject to appropriate legal confidentiality obligations;
 - Receive necessary training on personal data protection.
- Incorporate data protection principles from the outset (privacy by design) and by default (privacy by default) for tools, products, applications, or services offered under the Contract/Order.
- Assist BUYER in conducting data protection impact assessments and, if necessary, in conducting prior consultation with the CNIL.
- Based on the impact assessment, ensure the security of personal data and implement appropriate security measures based on identified risks.
- Provide BUYER with the necessary documentation to demonstrate compliance with all obligations and to enable audits, including inspections, by BUYER or another auditor appointed by BUYER, and assist in these audits.
- Upon expiration of the contract/order, securely and permanently destroy all personal data processed on behalf of BUYER, including backup copies. This destruction must occur promptly after returning the data to BUYER. The Service Supplier must provide written justification for the secure destruction of personal data.

2. Subsequent Processor

The Service Supplier may engage another processor (hereinafter referred to as "the subsequent processor") to carry out specific processing activities. In such cases, the Service Supplier shall inform BUYER in advance and in writing or electronically of any intended changes regarding the addition or replacement of subsequent processors. This information must clearly indicate the processing activities subcontracted, the identity and contact details of the subsequent processor, and the dates of the subcontracting arrangement. BUYER' silence within a period of 15 days from the notification of the choice of subsequent processor shall be deemed acceptance.

The subsequent processor is obliged to comply with the obligations of this contract on behalf of and according to the instructions of the data controller. It is the responsibility of the Service Supplier to ensure that the "subsequent processor" provides the same sufficient guarantees in accordance with the requirements of the GDPR. Otherwise, the Service Supplier remains fully responsible to BUYER for the subsequent processor's performance of its obligations.

3. Rights of Data Subjects

The Service Supplier must assist BUYER in fulfilling its obligation to respond to requests to exercise the rights of data subjects (right of access, rectification, erasure, and objection, right to restriction of processing, right to data portability, right not to be subject to automated individual decision-making). When data subjects exercise their rights with the Service Supplier, the Service Supplier must promptly forward these requests upon receipt via email to BUYER at dpo@Buyergroup.com.

4. Notification of Personal Data Breaches

The Service Supplier shall notify BUYER of any personal data breach within a maximum period of 48 hours after becoming aware of it. This notification must be sent to dpo@Buyergroup.com and be accompanied by any relevant documentation to enable BUYER, if necessary, to notify the breach to the CNIL. Upon request from BUYER, the Service Supplier shall, on behalf and for the account of BUYER, communicate the personal data breach to the data subject as soon as possible, when such breach is likely to result in a high risk to the rights and freedoms of a natural person. Where applicable, the Service Supplier shall provide BUYER with the name and contact details of the data protection officer it has appointed.

5. Transfer of Data Outside the European Union The Service Supplier undertakes to:

- Notify BUYER in writing of the proposed transfer at least 2 months before the start of the transfer to allow BUYER to object during this period.
- Secure the transfer with appropriate technical and organizational measures such as the prior signature of a standard contract called "Standard Contractual Clauses for Controller to Processor", binding corporate rules established by the Service Supplier, or any other legally binding instrument governing the transfer when the Service Supplier is not established within the European Union or a third country whose data protection legislation has been recognized as adequate by the European Commission.