

1. Scope and definition

EQOS Energie Luxembourg Sarl (hereinafter "EQOS Energie"), a limited liability company under Luxembourg law, is registered in the Luxembourg Company and Business Register under number B15850, and headquartered at 4 rue des Artisans, FOETZ (L-3895).

The present General Conditions of Purchase, (hereinafter "GCP"), apply ipso jure to any order from EQOS Energie, (hereinafter "Order") placed with any company providing works, studies, services or supplies, (hereinafter "the Service Provider") with a view to the provision of works, surveys, services or supplies, (hereinafter "the Services") on behalf of EQOS Energie or on behalf of third parties. They take precedence over all other general conditions that may conflict with them. The performance of Services to the benefit of EQOS Energie implies, ipso jure, acceptance of these GCP and the Service Provider waiving the right to apply any of its own general conditions. These GCP are enforceable in their wording as they appear on the EQOS Energie website, all amendments being applicable ipso jure to the order, in the absence of a written response from the Service Provider within three (3) working days following their transmission.

2. Offers from the Service Provider

The Service Provider produces its offer on the basis of a written estimate which states in particular the Services to be carried out, their unit price and total and their turnaround time. The Service Provider is bound by its offer for a period of six (6) months from receipt by EQOS Energie.

3. Orders

Acceptance of an offer may not be made by verbal or tacit agreement and requires the mandatory issue of an Order.

The Order is deemed accepted in the event of the failure by the Service Provider to dispute it within three (3) working days following its date of issue; such dispute must only be given in writing by email with acknowledgement of receipt or by post with acknowledgement of receipt, referencing the order number and its main elements and the subject of the dispute. Acceptance of the Order implies the unconditional acceptance of these general conditions by the Service Provider.

4. Service performance

The Service Provider performs its services under its own responsibility. The Service Provider is obliged to deliver results in respect of the performance of all its Services.

It attests that it has the competences and qualifications required for the proper performance of its Services and complies with the operating methods, professional standards and best practice and the regulations and laws in force in the place of performance of its Services. The Service Provider will comply with the necessary hold

points and will carry out all checks required to ensure the good quality of its Services.

The Service Provider will provide EQOS Energie with the inspection reports and deliverables requested. The Service Provider guarantees it will supply products free of any vice or defect. The Service Provider acknowledges having received from EQOS Energie all information and documents it requires for the performance of its Services and cannot claim a lack of information in order to exonerate itself or limit its liability, notwithstanding the indications on the date of the order.

5. Timeframes and scheduling

The Service Provider is obliged to comply with the timeframes for the performance of the Services and the provision of deliverables determined in the order or in any other document (timetable, special technical specifications, etc.).

The performance timeframes take into account all circumstances around setting up the work Site, the specifics of the Order and timings as well as all disbursements, charges, obligations and bad weather.

6. Modification of the Services

The Service Provider declares that it accepts any modification in the scope of the Services, such modification being formalised by a modification to the Order. The Service Provider also declares that it accepts in advance any modification to the initially established performance times (delay, suspension, modulation, etc.), without financial compensation.

7. Capacity of the Service Provider - Quality, Health, Safety, Environment

The Service Provider declares that it has the qualifications, rights and accreditations necessary for the performance of the Services. The Service Provider undertakes to comply with the regulations in force in the place of performance of its Services, with regard to health, safety and protection of the environment and any specific requirements indicated to it and will take all steps and measures required to guarantee the safety of its employees, those of EQOS Energie and the public in the context of the performance of its Services. The Service Provider is responsible for the storage, removal and appropriate handling of waste produced during its operations.

For each breach of safety or environmental requirements by the Service Provider or its employees, the Service Provider is subject to a contractual penalty of €5,000 excluding taxes per recorded breach.

8. Safekeeping and transfer of ownership

During the performance of its Services and until their acceptance, the Service Provider is the guardian of and solely responsible for the supplies, equipment and site installations put at its disposal or which it uses for the performance of its Services, whether provided by EQOS Energie, by a third party or by it. The transfer of ownership and

associated risks takes place on the date of acceptance. The Service Provider expressly renounces any contractual or legal mechanism of retention of title and/or right of retention against EQOS Energie.

9. Acceptance

Acceptance is carried out through a qualitative and quantitative inspection of the completed Services. The Service Provider informs EQOS Energie of such completion by email with acknowledgement of receipt or by letter with acknowledgement of receipt, accompanied, if appropriate, by deliverables. Acceptance is pronounced by EQOS Energie if the Services provided comply with all technical and operational requirements. Acceptance by EQOS Energie gives rise to the production of an acceptance report, signed by both the Service Provider and EQOS Energie. If there are any reservations, the Service Provider undertakes to remedy the non-compliances and imperfections within the agreed time limits. Acceptance determines the starting point for the legal and contractual guarantees.

10. Hire of machinery/equipment

In the event of the hire of site equipment and machinery, the Service Provider, in its capacity as hirer, guarantees the provision of equipment and machinery free of any vice or defect and up to date with all legal inspections and checks, and suitable for operation, with user instructions.

In the event of defects in equipment and machinery not apparent at the time of delivery, the Service Provider, at its expense, will replace the defective equipment and machinery on site as soon as possible.

The Service Provider provides all equipment and machinery insured against the risks of theft, loss, and public liability. The cost of hire includes the cost of insurance. In the event of theft, loss, fire or damage by third parties to the said equipment/machinery, EQOS Energie will only be liable for payment of the insurance excess, on the basis of proof of the insurance by the Service Provider.

The hire of equipment/machinery is agreed for a specific period. Any renewal must be the subject of an Order. Any invoice relating to a hire that has not been the subject of an Order will be refused by EQOS Energie.

11. Pricing

Unless otherwise provided for, the prices established in the Order are firm and final and include the cost of transport and delivery. The price takes into account all circumstances of the work Site, the specifics of the Order and timings and covers all disbursements, charges, obligations and bad weather. Prices are established in euros, excluding taxes. If appropriate, VAT is applied at the legal rate in force on the date of invoicing.

12. Payment

Full payment of the order is subject to unconditional acceptance, and when issued the Service Provider may raise its invoice.

When the duration of the Services exceeds one month, payment for the works is made as follows: every month on invoices, based on progress and acceptance established of the Services, the cumulative total of the invoices may not exceed 90% of the overall invoice total; 10% after EQOS Energie has issued unconditional acceptance.

Invoices must be sent to the following address: eingangsrechn-ael@eqos-energie.com. The Service Provider's invoice must include the order number and the compulsory particulars, otherwise they may not be processed.

Unless otherwise provided for in the Order and direct payment by the final Client, the invoice is paid 60 calendar days from the date of receipt.

In the event of poor performance or non-performance by the Service Provider of any one of the obligations resulting from these conditions, EQOS Energie reserves the right to suspend its payment obligation. EQOS Energie also reserves the right to offset, ipso jure and without formality, the Service Provider's invoices or debts held by the entities of the EQOS Energie group in which EQOS Energie Luxembourg Sarl is owned or holds a share (parent company, subsidiary, etc.), all sums payable in the context of non-performance, poor performance or resulting from a loss as a result of the actions of the Service Provider.

13. Penalties for delays

Compliance with deadlines by the Service Provider is an essential condition of the Order.

In the event of exceeding a contractual performance period, the Service Provider pays a fixed penalty of 0.25% of the total excluding taxes of the EQOS Energie order per day of delay, to a maximum of 10% of the total order amount.

Penalties for delay are applicable ipso jure with effect from the first calendar day of delay by sending a recorded delivery letter with acknowledgement of receipt establishing the delay in performance. EQOS Energie reserves the right to demand possible damages from the Service Provider instead of and in place of the penalties.

The payment of the penalties by the Service Provider does not release the latter from the performance of its Services.

14. Insurance

The Service Provider undertakes to contract, before the commencement of the Services, insurances enabling it to cover all professional risks and losses that may result from the performance of its Services and to provide the certificates of insurance at first request.

15. Guarantees

Without prejudice to applicable legal guarantees, the Services are the subject of a guarantee of proper completion the duration of which is established contractually as

eighteen (18) months from acceptance. The Service provider undertakes throughout the duration of the guarantee to remedy any discrepancies established and to remedy imperfections, within the period established or immediately if necessary in order to ensure the safety of persons or property, without being able to claim any defence. The rectification of discrepancies shall be established by a report signed by both parties, which triggers a new guarantee period of eighteen (18) months.

16. Liabilities

The Service Provider is obliged to compensate for all direct and indirect losses, attributable to it, caused to a third party or to EQOS Energie, without being able to claim any limitation of the amount or type of damages. It also assumes, in respect of EQOS Energie, liability for all losses, damage, thefts, breakdowns, fires or damage caused to the works, the materials and the installations of third parties that result in particular from negligence, fault, lack of foresight, lack of resources or imprudent operations by the Service Provider or its employees. The Service Provider will replace, at its expense, all defective equipment supplied or incorrectly installed or more generally not complying with the technical specifications in order to achieve compliance with these requirements.

17. Default

EQOS Energie, at the risk and expense of the Service Provider, may carry out the Services not performed by the latter, after a notice of default remains unactioned on expiry of the set period. Attached to this letter of notice will be an order status report produced by EQOS Energie, which, without a response from the Service Provider within a period of three (3) calendar days will be deemed validated and accepted by the latter. The Service Provider bears the financial consequences of its default.

18. Cancellation

Either of the Parties may cancel the contract, ipso jure and without legal formality, in the event of total or partial non-performance by one of the Parties of the obligations incumbent upon it in the context of the present Contract, after a notice of default is sent demanding completion within a period of 8 working days with effect from the date of receipt of the recorded delivery letter remains unactioned.

EQOS Energie may cancel ipso jure, on grounds of fault by the Service Provider in the event of: repeated breach by the Service Provider of its obligations, serious breach of professional standards and best practice, abandonment of the site, stoppage of all or part of the Services, serious breach of safety resulting in a situation of serious danger, an event of force majeure or cancellation of the main contract for any reason.

The Service Provider, at its expense, will assume all consequential costs linked to cancellation on grounds of fault by the Service Provider.

At the request of EQOS Energie, the Service Provider shall be obliged to leave on the site and make available to its successor or successors the equipment, machinery or supplies necessary for the performance of the Services to be continued.

19. Force majeure

The obligations of the parties are suspended in the event of force majeure, such as, fire, explosion, strike, uprising, civil war, epidemic, storm, earthquake or when it is impossible to obtain materials.

The prevented party must notify the other party within seven (7) calendar days following that event, that it is unable to perform the Services; the parties will do everything necessary to limit the duration and the effects of the event. No party will be liable with respect to the other party for any failure or delay in the performance of its obligations due to a case of force majeure.

20. Confidentiality

The Service Provider is obliged to consider as confidential all information whatever its nature, form or content, communicated to it for the production of its offer and the performance of its Services and undertakes to take any measure necessary to prevent it from being divulged to any third party. No reference, no communication and no publicity may be issued by the Service Provider in the context of its Services concluded with EQOS Energie, in the absence of prior written agreement from the latter and, if appropriate, from the person on whose behalf the Services have been delivered. This confidentiality obligation is stipulated without any time limitation.

21. Social clause

The Service Provider undertakes to comply with all legislations and regulations in force and in particular the laws on anti-corruption and money laundering, against child labour and against undeclared and illegal employment. The Service Provider is to refrain from engaging in any form of corruption and will ensure respect for the rights of its employees and in particular the provisions on employment law, it being established that the Service Provider's staff remain in all circumstances under its exclusive control, the Service Provider expressly acknowledging that it alone has the power of direction and control of its employees. In the event of non-compliance by the Service Provider with its provisions, EQOS Energie reserves the right to cancel the order at the expense of the Service Provider with immediate effect, without prejudice to the right of EQOS Energie to demand compensation for losses sustained.

22. General Regulation on Data Protection

The Service Provider and EQOS Energie comply with (EU) Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and undertake to protect the security, confidentiality and integrity of personal data for which

processing is carried out, with all of the precautions required, by maintaining technical and organisational measures within their respective companies.

EQOS Energie may need to collect identification data for its sub-contractors' employees and police records if appropriate. Processing of personal data is managed by EQOS Energie Luxembourg Sarl, 4 rue des Artisans L-3895 FOETZ, represented by Messrs Henri Mechiche and Pascal Brier.

These data are collected for the purposes of contract performance and are necessary for the completion of the Services or in respect of a legal obligation to which the data controller is subject. These data are sent to the legal and purchasing departments responsible for drawing up the sub-contracting agreement and order placement, to the operational department responsible for monitoring the particular Works and Services, to the Health and Safety department and to the Client, if appropriate. These data will be kept throughout the duration of the contract until the expiry of the legal and contractual guarantees for the particular Works and Services. In accordance with the regulations applicable in terms of personal data, data subjects have a right of access, correction, objection, limitation of processing, deletion and portability of their data.

Any request should be sent to the legal department at EQOS Energie, 4 rue des Artisans L-3895 FOETZ or to the national authority competent in matters of personal data protection.

23. Intellectual property

The Service provider guarantees to EQOS Energie that the Services do not contravene the intellectual property rights or other rights of a third party. The Service provider holds EQOS Energie harmless against all third party actions relating to the breach of an intellectual property right or an action for forgery and/or unfair and/or parasitic competition in relation to the Services and indemnifies EQOS Energie against all judgements, costs etc. resulting from such an action.

24. Transfer

The Order is intuitu personae, established in consideration of the person and the competences of the Service Provider. As a result, the Service Provider may not transfer or sub-contract the Services in full or in part, for any reason, except with the prior written agreement of EQOS Energie. In the event of non-fulfilment of this obligation, EQOS Energie reserves the right to demand the complete performance of the Services at the expense of the Service Provider or to cancel the Order.

25. Validity clause

If one of the provisions of these General Conditions of Purchase is declared null and void in application of a law or a regulation or following a legal decision that has become res judicata, this provision is considered

severable from these general conditions; consequently, all other provisions will remain valid in full.

26. Recourse and waiver

Any absence or delay in the exercise of a right or recourse by EQOS Energie cannot be considered as a waiver by EQOS Energie of exercising of that right. Furthermore, the exercise, even partial, of a right or recourse does not prevent the exercise of any other right or recourse that may be established by law.

27. Applicable law and dispute settlement

The Order is governed by Luxembourg law. The Parties will make every effort to amicably resolve any possible dispute relating to the validity, interpretation, performance, or cancellation of these General Conditions of Purchase and/or any Order. They will try to find, in good faith, an amicable solution prior to any legal action. Should this conciliation process fail, fifteen (15) days after the commencement of discussions, said dispute will be resolved definitively and exclusively by the competent courts and tribunals of the Grand Duchy of Luxembourg, notwithstanding any plurality of defendants or any introduction of third parties, even for emergency or preventative proceedings, proceedings for interim relief or ex parte motions.