

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SUPPLIES AND SERVICES ("GTC PSS")

1 – SCOPE:

Unless otherwise stipulated, these General Terms and Conditions for the Purchase of Supplies and Services are intended to govern all the contractual relations between KAEFER and the Service Provider. Further to negotiations, the Parties have agreed that the present GTC PSS will govern their contractual relations and will prevail over any other provision. To be valid, any reservation or derogation to these GTC PSS must have been approved by the Customer in writing. The Customer reserves the right to cancel the Order without compensation if it is placed by an employee who does not have the necessary authorization to do so.

2 – DEFINITIONS:

In these General Terms and Conditions, the following terms shall be understood as follows:

- The term "Customer" refers to the company issuing the purchase order on behalf of which the Services are performed, namely KAEFER;
- The term "Order" includes the GTC PSS, the purchase order and, where applicable, the Master Purchase Agreement;
- The term "Service Provider" or "Supplier" refers to the natural or legal person receiving the purchase order, who performs the Services or delivers the Supplies to the Customer as part of an Order;
- The term "Services" refers to the works, services and/or Supplies referred to in the purchase order and/or the Master Purchase Agreement that the Service Provider undertakes to perform for the benefit of the Customer, in accordance with the provisions of the Order;
- The term "Supplies" refers to the goods stipulated in the purchase order and/or the Master Purchase Agreement that the Service Provider undertakes to deliver to the Customer in accordance with the terms of the Order;
- The term "Subcontractor" refers to any supplier and subcontractor appointed by the Service Provider for a part of the Services.

3 – DELIVERY - RECEPTION:

Unless otherwise stipulated, Supplies are delivered carriage paid to the address indicated on the Order. Each delivery will be the subject of a delivery slip accompanying the Supplies which must obligatorily stipulate the number of the Order, the complete designation, the quantities, and will include all the necessary documentation for their proper use, storage and maintenance. The Supplies delivered must be strictly compliant, in quality and in quantity with the technical characteristics contained in the Order as well as the French legislation in force. Delivery of Supplies does not entail receipting. The Customer reserves the right to refuse any delivery which under-volume is, staggered or over-volume, the Service Provider assuming at its own expense, risk and peril the return of Supplies thus refused.

Receipting refers to the act whereby the Customer states it unreservedly accepts the Supplies and/or the Services covered by the Order ("Receipting"). It is noted in writing in a Receipt signed by the Customer, drawn up, in the absence of a longer period as specified in the Order, within fifteen (15) days following the delivery of the Supplies and/or following receipt of the written notice of the Service Provider notifying the Customer that the Services have been completed. Any reservation mentioned within this lead-time on the Receipt is suspensive of the payment until the Customer has issued a notice of removal of reservations. The acknowledgement of Receipt does not relieve the Service Provider of its responsibilities, obligations or warranties under this Order. Any rejected delivery gives rise to a credit note or cancellation of the delivery without any compensation, at the Customer's choice.

4 – PERFORMANCE OF SERVICES:

The Service Provider shall be liable to the Customer for an obligation of result relating to the compliant delivery of the Supplies and/or the performance free from defects of the Services in compliance with the regulations in force, good professional practice, and the rights of third parties, and meeting the objectives, data, and conditions of the Order. The Service Provider undertakes to comply with any instructions and/or guidelines given by the Customer in respect of the services and/or the Supplies.

The Service Provider undertakes, including for its Subcontractors, to entrust the same supplier with the production of the same assemblies

or parts and not to make any changes to the Supplies and/or Services, not make any change in Subcontractors, or any changes in the place of manufacture without the Client's prior written consent.

In the event of failure or non-compliance, in whole or in part, of the Supplies and/or Services, the Service Provider undertakes to bring them to the attention of the Customer without delay and the Service Provider shall analyze such noted discrepancy. The Service Provider undertakes to ensure their compliance, restore them or replace them at its expense, including the costs of recovery and shipping, within fifteen (15) days from the day it becomes aware of the non-compliance. The documented information relating to the rectification of discrepancies is kept, classified and held at the Customer's disposal. Any proposal for use in its current state of a Supply that does not comply with the specified requirements and/or any proposal for its repair by a process that has not been previously approved by the Customer is presented to the Customer for a waiver before proceeding with the operations. The Service Provider warrants that any of its Subcontractors comply with provisions at least as binding as those contained in the Order.

The Service Provider remains liable for any loss caused to the Customer, without prejudice to its right to terminate the Order without compensation.

5 - TRANSFER OF OWNERSHIP AND RISKS:

The transfer of ownership occurs for the Supplies at the time of delivery, notwithstanding any reservation of title clause, which is deemed to be unenforceable without the express written consent of the Customer. Transfer of ownership applies as the Services progress.

The transfer of risks occurs for the Supplies as for the Services when the Receipt is signed without reservation, acknowledged under the conditions described in Article 3 above.

6 – LEAD-TIMES - PENALTIES:

The delivery dates and lead-times for performance referred to in the Order are mandatory. Any partial or total delay automatically entails and without prior notice the application of penalties equal to 1% of the total amount exclusive of tax of the Order, per calendar day of delay, without prejudice to the right to ask the Service Provider, in addition to the penalties, to compensate for any other loss that may be the consequence of the delay attributable to the Service Provider and the recourse referred to in Article 22 below. Any delivery or early performance will be subject to our prior written consent to do so. Unless proof is provided at the latest, under penalty of foreclosure, fifteen (15) days after payment, that any delay in completion is not the Provider's fault, if applicable, the penalties for late completion provided for in Article 6 hereinabove will be deducted from the payment.

Unless otherwise stipulated, penalties may not exceed 15% of the total amount exclusive of tax of the Order

7 – ADVICE - AUDIT:

7.1 The Service Provider is bound by an obligation to inform and a duty to advise.

7.2 Upon seven (7) calendar days prior notice to the Service Provider, the Customer or its representative shall have the right to carry out inspections and/or audits in the premises, workshops and sites of the Service Provider and its Subcontractors. To this end, the Customer may be accompanied by its client, regulatory authorities and/or their respective representatives. These audits will cover the fulfilment of the Service Provider's contractual obligations. Within this framework, the Service Provider undertakes to enable access for the auditors, to cooperate fully with them, to satisfy any request for samples and analyses, and to provide them with all the information necessary for the proper conduct of the audit. The Service Provider shall ensure that its Subcontractors, if any, comply with these provisions. Should the audit reveal a non-compliance with the Service Provider's obligations, the Service Provider undertakes to implement, at its expense, the necessary corrective measures within a period stated in the notification of same by the Customer. The implementation or not of the audit procedure does not exonerate the Service Provider from the fulfilment of its contractual obligations.

8 – PRICES:

Unless otherwise stipulated in the Order, the prices are firm, definitive and are net, excluding taxes. The prices include all the expenses and costs necessary to ensure perfect completion of the Order.

The Service Provider shall not be entitled to any additional payment unless an amendment is agreed and signed by the Customer. Any amendment to the Order issued by the Customer shall be deemed to include any additional costs and expenses arising prior to the effective

date of the said amendment resulting from or in connection with any event, hazard, difficulty, contingency, modification, addition service or likewise. The Customer shall not be bound by any obligation of subsequent payment in this respect.

9 – INVOICING:

Invoicing for each Order will be made in triplicate and must be sent to the address indicated in the Order. The invoice must be accompanied by any documents provided for in the Order and must include the identification numbers and references of the Order and the delivery note if applicable. The Customer reserves the right to suspend payment of the first installment in the absence of written acceptance of the Order signed by a duly authorized representative of the Service Provider. Any omission or derogation from these rules or regulations will result in the rejection of the invoice and suspend the payment.

10 – TAXES AND DUTIES:

The Customer shall be entitled to deduct from the payments due to the Service Provider under the Order any taxes, general social security contributions and similar charges if the Service Provider fails to provide the Customer with the applicable exemption certificates.

11 – TERM OF PAYMENT:

Unless otherwise expressly agreed by the Customer and provided that the conditions of the Order have been completely fulfilled, payment of the invoice will be made by cheque, draft, promissory note or bank transfer, according to the Customer's choice, and will take place in accordance with Article L.441-6 of the French Commercial Code of Law, sixty (60) days net from the date of issue of the invoice, forty-five (45) days net for summary invoices and thirty (30) days net for road freight transport, for the rental of vehicles with or without drivers, for the transport commission as well as for the activities of freight forwarder, shipping and air freight agent, freight broker and customs broker. Each payment is subject to compliance by the Service Provider with the provisions of the Order associated with same and the issuance of an invoice in accordance with the legal provisions in force.

Interest for late payment runs automatically from the day following the date for payment indicated on the invoice at the rate of 3 times the applicable legal interest without prejudice to the statutory lump sum compensation of 40 euros for expenses incurred in collection. When the expenses incurred in collection exceed the amount of this lump sum compensation, the Service Provider may request additional compensation, upon presentation of supporting documents.

12 - WARRANTY:

Warranty contents:

Without prejudice to the legal warranties arising particularly from Articles 1641 et seq., 1245-1 et seq. and 1792 et seq. of the French Civil Code of Law, the Service Provider shall provide, unless a longer period is stipulated in the Order, a contractual warranty for a period of twenty-four (24) months to run from Receipting. It warrants the Supplies and/or the Services against any defects in terms of design, manufacturing, production and materials, as well as their compliance with the contractual specifications and the use for which they are intended. Until expiry of the warranty, the Service Provider is particularly obliged to carry out, at its expense, as soon as possible, any replacement, repair, modification, assembly, dismantling and/or adjustment necessary to respect and/or maintain the characteristics, performance and yields warranted to the Customer.

It shall also under the same conditions cover third-party users of said supply and guarantee the Customer against any recourse exercised against it, especially under articles 1641 et seq., 1245-1 et seq., 1792 et seq. of the French Civil Code of Law as well as all intellectual and industrial property rights.

How to apply the warranty:

The implementation of the warranty must be requested by the Customer from the Service Provider.

The Service Provider is obliged to intervene within eight (8) days of this notification, except in the event of an emergency requiring intervention at shorter notice.

After the intervention, a joint report will be drawn up recording the replacement, repair, modification, assembly, disassembly and/or fine-tuning necessary to comply with and/or maintain the characteristics, performance and yield guaranteed to the Customer.

Warranty extension:

Any intervention under the warranty suspends the warranty from the date of notification by the Customer until the date of signature of the joint report. The total warranty period is therefore extended by the above-mentioned intervention period.

13 - REGULATIONS - FRAUD

13.1 The Service Provider warrants that the Supplies and/or Services have been and are produced/provided in accordance with the regulations in force. It warrants that their use and commercialization is free and lawful both in France and abroad. For any supply and/or service containing substances, preparations, materials or chemical products, the Service Provider must produce a Material Safety Data Sheet (MSDS) and all the other elements necessary to comply with Regulation (EC) No. 1907 / 2006 of the European Parliament and the Council of 18/12/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). If the Service Provider does not comply with any one of the provisions mentioned above, it must compensate the Customer for all and any damage and losses resulting therefrom, including but not limited to possible claims by third parties.

13.2 The Service Provider undertakes to take all the necessary measures to guard against counterfeit, fraudulent and/or suspicious practices regarding the scope of the Order Supplies, and more generally in its organization, activities, or the ones of its Subcontractors.

The Service Provider shall particularly take the following measures:

- provide awareness to employees and information to Subcontractors on fraud or counterfeiting and good practices;
- put in place an organization guaranteeing that the personnel in charge of quality assurance are independent in relation to the rest of the operational organizations;
- introduce tools to detect this type of practice in inspection and control methods and to detect failure or non-compliance in the Services; and
- a procedure enabling any employee to report a deviation or abnormality vis-à-vis compliance of the Services and/or Supplies with the specified requirements, without being obliged to reveal his or her identity.

In addition, the Service Provider undertakes to commit to the following measures:

- procure any part of the Supplies from an original manufacturer or authorized dealer of the Supplies;
- ensure that the documents required under the Order or made available to the Customer are identified and unambiguously linked to the Services or Supplies concerned;
- when a quality certificate (including a material certificate, conformity or equivalent) is required for the Supplies, the Service Provider guarantees the authenticity of the said document. The Customer reserves its right to carry out any counter-testing operation to ensure the authenticity of the requisite document. The Service Provider shall append that any copy of a certificate is 'certified copy of original';
- enable inspections, joint controls and audits, planned or not pursuant to article 7.2;
- inform the Customer as soon as it becomes aware of any fraud, counterfeiting or suspicious practices in its activities or the ones of its Subcontractors;
- assess the extent of such practices (duration, volume, etc.) and their causes, and take all the corrective action needed to avoid them recurring. The Customer must be notified forthwith of the results of these assessments and the corrective action taken by the Service Provider.

At the earliest opportunity, the Service Provider shall replace the Supplies and/or Service and/or any part forming the scope of the Order marred by suspicious practice, fraud or counterfeiting in order to bring them into compliance with the stipulations of the Order.

Due observance of the provisions of this clause in no way dispenses the Service Provider from due observance of its contractual obligations and applicable law. The Service Provider guarantees compliance with these provisions by its Subcontractors.

14 - ILLEGAL WORK:

The Service Provider undertakes to comply with all the provisions of the French Labour Code of Law and to carry out all the formalities required, especially those relating to the measures against illegal employment, concerning the employment and/or secondment of foreign employees. When the Order is signed and every six (6) months thereafter, it will provide the Customer with all of the documents listed in particular in articles D.8222-5 and D.8222-7 of the French Labour Code of Law, and in the event of the secondment of foreign employees, all of the documents to be communicated to the Customer according to the legislation in force (posting certificate, designation of the national

representative, etc.). Should the Service Provider fail to comply with the above, the Customer may implement the provisions of Article 22 below.

15 - ETHICS AND ANTI-CORRUPTION CLAUSE:

The Service Provider undertakes to unreservedly respect the KAEFER Code of Business Conduct and the KAEFER Supplier Code of Conduct attached to this Order or available on its site [Compliance Documents Library - KAEFER SE & Co. KG](#).

KAEFER attaches the utmost importance to the respect of competition and the fight against fraud, corruption, illegal agreements, supply chain due diligence, respect for human rights and environmental protection. The Service Provider agrees to adhere to the same principles and is required to strictly comply with the applicable regulations.

The Service Provider, including its staff, agents, consultants, subcontractors, or other third parties, legal or natural persons, acting for it, at any time within the framework of the Order, and throughout its duration and thereafter:

- certifies it has respected, respects and will respect any applicable regulations designed to combat fraud, corruption and unlawful agreements in order to obtain and carry out the Order;
- certifies it has not and will not, directly or indirectly, offer, give, promise, solicit, accept, use or suggest being used any undue pecuniary benefit or of any other nature, for the benefit of or from a person, be they private or public, in order to obtain and carry out the Order;
- certify it has respected, respects and will respect any applicable regulations having at its object respect for human rights and environmental protection ;
- certify it has complied, complies and will comply with all relevant legal regulations about supply chain due diligence;
- has not and will not do anything that, by action, omission or influence, directly or through any intermediary, that is liable to incur its liability and/or that of KAEFER under the applicable regulations and/or these provisions;
- promptly inform any event that may contravene these provisions and shall fully assist KAEFER in any proceedings instituted by a competent authority with respect to fraud, corruption anti-competitive practices, supply chain due diligence, respect for human rights and breach of environmental obligations in connection with the Order.

The Service Provider shall indemnify the Customer for any consequences, particularly financial, resulting from the non-compliance with these provisions, and will refund all the sums in connection with such a breach that it has collected. Without prejudice to the foregoing, the Customer also reserves the right to implement the provisions of Article 22 below.

16 – RESPONSIBILITIES - INSURANCE:

The Service Provider is liable for damages of any kind, bodily, material and/or immaterial, direct and/or indirect, that it may cause to the Customer or to third parties through its own act, that of its suppliers or subcontractors, when carrying out the Order. Whatever the case this liability will be unlimited in the event of bodily injury or an infringement of the rules of confidentiality or the conditions inherent to intellectual property.

The Customer cannot be held liable for indirect and/or intangible damages (such as, but not limited to, loss of profit, loss of production, loss of earnings, damage to the image or brand) regardless of the origin and the cause of the damage caused to the Provider. Therefore, the Service Provider shall indemnify and hold harmless the Customer against any recourse by third parties for this type of damage in respect of the Order.

The Service Provider undertakes to take out and maintain, with a reputedly solvent insurance company, all the necessary insurance policies guaranteeing for sufficient amounts the consequences of bodily, material or immaterial damage resulting from the fulfilment of the Order, so that the Customer is never sued or held liable for any reason whatsoever. The Service Provider will produce the relative certificates on request from the Customer.

Since the Services are intended for the construction of engineering works within the meaning of Articles 1792 et seq. of the French Civil Code of Law, the Service Provider will be subject to the ten-year liability regime and undertakes to provide proof of decennial liability insurance for sufficient amounts.

Failing or in case of insufficient insurance coverage, the Customer reserves the right to terminate the present Order as of right and without any legal formality or indemnity, fifteen (15) days after serving formal

notice to the Service Provider to provide the insurance certificate or to take out the additional insurance coverage required to carry out the Order.

17 – CONFIDENTIALITY:

The Service Provider undertakes to keep strictly confidential the documents or technical, administrative and commercial information to which it has had access or that it has established in order to carry out the Order, which are or will become the property of the Customer and undertakes to obtain the same commitment of its representatives or agents for whom it stands surety as long as the aforesaid information has not fallen into the public domain due to the Service Provider.

18 – INTELLECTUAL PROPERTY:

The fulfilment of the Order may result in the creation of documents, deliverables, studies, creations, innovations, processes, products, know-how, models, equipment, tests, samples, prototypes, software, IT developments, specifications, databases, drawings, information, corporate names, logos, whatever their nature, form or support, whether patentable or not, immaterial or material, hereinafter referred to as the "Results". The Service Provider assigns to the Customer, for the entire world and for the legal duration of the protection thus granted, all the intellectual and/or industrial property rights relating to the Results, and in particular the rights to use, exploit, reproduce, represent, modify, translate and assign the Results on a non-commercial or non-commercial basis, on its behalf or on behalf of third parties. The remuneration of the assignment is included in the price of the Order. The Service Provider shall indemnify the Customer for all the consequences resulting from any disturbance in the enjoyment of the rights thus conferred, and especially the claims of third parties.

19 - SUBCONTRACTING - ASSIGNMENT:

This Order being entered into intuitu personae, any assignment or subcontracting for any reason whatsoever is prohibited, except with the express prior consent of the Customer. Whatever the case, the Service Provider remains fully and solely liable for the fulfilment of the Order with respect to the Customer.

20 – FORCE MAJEURE:

The Parties cannot be held responsible for non-performance, poor performance or delay in the performance of an obligation when any one of same results from the occurrence of a case of force majeure.

Apart from strikes by the Service Provider's personnel, will be considered as a case of force majeure any event affecting the obligor that is an act of God, unforeseeable and beyond the control of the Party that prevails, such as to prevent the normal fulfilment of the Order.

The party intending to invoke the occurrence of a case of force majeure shall inform the other immediately by registered letter with acknowledgement of receipt.

In the event of an occurrence of a force majeure, fulfilment of the obligations is suspended within the limit of the effects and for the duration of the said event.

In the event of an occurrence of a force majeure making it impossible to resume the Services and/or the Supply, the Order may, at the request of the Party invoking it, be terminated as of right fifteen (15) days from the corresponding notification and the Parties shall be released from their contractual obligations.

21 – BREACH OF CONTRACT:

21.1 - Exception for non-performance

The Service Provider renounces to implement the provisions of articles 1219 and 1220 of the French Civil Code of Law and thus:

- Refuses to fulfil its obligations for payment after the due date by the Customer or for non-payment because of non-compliance of the Services,
- Suspends the fulfilment of its obligations if it considers that the Customer is likely to fail in its own obligations,

Late payment by the Customer does not constitute a breach "serious enough" for the Service Provider within the meaning of Articles 1219 and 1220 of the French Civil Code of Law.

21.2 – Specific enforcement of the contract

The Service Provider is obliged to perform all the Services and provide all the Supplies covered by the Order. In the event that, following a formal notice sent by the Customer, the Service Provider refuses to perform all of the Services or provide all the Supplies invoking within a maximum period of eight (8) calendar days a manifest disproportion between their cost for the Service Provider and their interest for the Customer, the disagreement will be decided by an expert appointed by mutual agreement between the Parties or, by the judge sitting in chambers to deal with urgent matters, at the latest one (1) month after

the notification sent by the Service Provider. This expert will have to state whether there is a clear disproportion between the cost of these Services or Supplies and their interest for the Customer and, if necessary, determine the amount of the resulting reduction in price. The expert will have powers identical to those of the third party responsible for determining the price in accordance with the provisions of Article 1592 of the French Civil Code of Law. The expert's decision will not be appealable and will be binding upon the Parties (except in the event of a gross error).

21.3 - Use of a third party

In the event of contractual breaches by the Service Provider, particularly in the event of non-performance, poor performance or partial performance of the Services, non-delivery or partial delivery of the Supplies, failure to comply with the contractual deadlines or its warranty obligation, in order to ensure the necessary continuity of its activities the Customer shall be entitled to have the Supplies delivered, to have the Services completed or to have the warranty provided by a third party at the expense of the defaulting Service Provider. The Customer may implement this option fifteen (15) days after sending a registered letter with acknowledgement of receipt has remained without effect, or in a shorter period in case of emergency.

21.4 - Price Refund

In the event of imperfect performance of its contractual obligations by the Service Provider, the Customer will have the option, after formal notice has been sent to the latter, to accept the imperfect fulfilment of the Order and to request a proportional reduction in the price. The Customer will then notify the Service Provider of its decision to obtain a reduction in price as soon as possible.

22 - SUSPENSION - TERMINATION:

22.1 Suspension

The Customer may decide to suspend, in whole or in part, the Services in the event of a legitimate reason relating to non-compliance by the Service Provider with its contractual obligations.

The fulfilment of the Order is then suspended for a period of time determined by the Customer in view of this legitimate reason. At the end of this suspension period, the Customer may proceed to cancel the Order.

22.2 Termination of contract (termination clause)

In accordance with Article 1225 of the French Civil Code of Law, the Customer has the right to proceed to terminate the Order as of right without prior notice in the event that the following contractual breaches are charged to the Service Provider:

- Non-performance, poor performance or partial performance of the Services;
- Non-delivery or partial delivery of Supplies;
- Non-respect of contractual deadlines or suspension of the delivery of Supplies or performance of the Services for more than seven (7) days resulting in a risk of delay in delivery or acceptance.
- Non-compliance with clauses 13, 14 and 15

22.3 Unilateral termination by notification

In accordance with Article 1226 of the French Civil Code of Law, the Customer reserves the right to proceed with the unilateral termination of the Order by notification in the event of a sufficiently serious breach of the contractual obligations of the Service Provider. The termination of the Order will then be notified by the Customer to the Service Provider, after sending a formal notice asking the latter to meet its obligations within a reasonable time has remained ineffective. The termination of the Order will take effect on the date of receipt of the notification by the Provider.

22.4 Contractual unilateral termination

Should the customer of KAEFER terminate, suspend or cancel all or part of the orders including these Supplies and/or Services, KAEFER reserves the right, in the same way, to proceed with the termination, suspension or cancellation without compensation and as of right the Orders placed with the Service Provider by sending a registered letter with acknowledgement of receipt specifying the effective date of said termination, suspension or cancellation.

In addition, in the event of a change in the shareholder ownership of the Service Provider resulting in a partial or total takeover of its capital by a company competing with the Customer, the Service Provider undertakes to inform the Customer. In this case, the Customer will be able to terminate the Order(s) as of right without paying any compensation to the Service Provider, sixty (60) days after sending a registered letter with acknowledgement of receipt.

23 - REVIEW DUE TO CHANGED CIRCUMSTANCES:

The Service Provider being fully informed of the Customer's project, the stipulations of the Order and the specific characteristics of the site, if necessary further to clarifications requested by the Service Provider and provided by the Customer as part of the duty to inform the Service Provider, the latter hereby states and expressly agrees to derogate from the provisions of Article 1195 of the French Civil Code of Law. The Service Provider will deal with the consequences of the possible occurrence of an unforeseeable circumstance after the Order has been placed. The occurrence of such a circumstance will not affect the price or the lead-times defined in this Order.

24 - EVIDENTIAL VALUE OF ELECTRONIC WRITING:

In accordance with Article 1379 of the French Civil Code of Law, any copy faithfully and durably reproducing the original deed by the use of a process in accordance with the conditions set by Decree No. 20161673 of 5 December 2016, is presumed to be reliable.

Consequently, the Parties expressly waive any possibility of challenging the validity, effectiveness, or enforceability of an electronic document, provided that it complies with the aforementioned provisions. Between the Parties, any electronic document may be presented as evidence in any proceedings and will be considered as a commercial record kept in paper form.

Any Customer's notification regarding performance of the Service, partial or total non-performance, late, prejudicial and/or potentially prejudicial performance of any of the Service Provider's obligations shall be deemed to constitute prior notice of default.

25 - PROTECTION OF PERSONAL DATA:

Should one or other of the Parties collect and process personal data as part of the fulfilment of these General Terms and Conditions for the Purchase of Supplies and Services, in particular for the purposes of fulfilling the Services or delivering the Supplies by the Service Provider, it is agreed that the Party will be qualified as Data Controller of said personal data.

As such, each Party guarantees compliance with its obligations under the regulations and legislation applicable to the protection of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of individuals with respect to the processing of personal data and the free movement of such data ("GDPR") and Law No. 78-17 of 6 January 1978 relating to Information Technology, Files and Civil Liberties (the Data Protection Act).

In particular, the Parties shall refrain from any communication to third parties, reproduction and/or use, without the prior written authorization of the other Party, of the personal data that the latter has acquired or to which it has had access during the performance of these General Terms and Conditions for the Purchase of Supplies and Services, and subject to strict compliance with the regulations and legislation referred to above.

In particular, each Party undertakes to take all the technical and organizational measures necessary to ensure the security and confidentiality of the personal data of the other Party, as well as to take the measures necessary for its own compliance, by its personnel, that of any authorized subcontractors, with the obligations incumbent on it under the provisions of the GDPR and the Data Protection Act, such as:

- Collecting and processing only personal data that are relevant and necessary only for one (of the) specific, explicit and legitimate purpose (s), and undertaking not to collect or process personal data other than strictly necessary for the sole objective (s) pursued,
- Keep personal data for a specific and defined retention period, which may not exceed the period strictly necessary for the purposes for which each item of personal data is collected and processed;
- Preserve the security and confidentiality of personal data and particularly prevent unauthorized access to same;
- Communicate information to the person(s) concerned about the processing of their personal data and enable them to exercise their rights in accordance with the provisions of the GDPR and the applicable Data Protection Act.
- Immediately notify the competent control authority, as well as the persons concerned, if any, of any personal data breaches as soon as possible after becoming aware of them.

In the particular case where the Purchase of Services by KAEFER from the Service Provider consists as such in the processing of personal data, the Parties will determine the role played by each of them in the application of the GDPR and the Data Protection Act and will contractually supervise their relationship in accordance with the provisions of the GDPR and the Data Protection Act.

In particular, should KAEFER be qualified as a data processor and the Service Provider as a data controller within the meaning of Article 4 of the GDPR, the Parties will sign a written contract defining the purpose and duration of the processing concerned, the nature and purpose of said processing, the type of personal data concerned and the categories of data subjects concerned, as well as the obligations and rights of each of the Parties, in accordance with the provisions of Article 28.3 of the GDPR.

26 – ECONOMIC DEPENDENCY:

The Service Provider undertakes to diversify its market share with other customers for services identical or different from the Order. It shall immediately inform the Customer of any risk of economic dependency.

27 – INTEGRALITY:

The Customer may set off any sums arising from different contracts or orders which the Service Provider owes the Customer against any sums due to the Service Provider under the Order, whether the conditions for legal compensation are or are not met.

Failure by the Service Provider to pay any of its debts to the Customer shall entitle the latter to automatically suspend all or part of the Services or to terminate all or part of the Order by registered letter without prejudice to any damages.

28 – DISPUTES:

In the absence of an amicable agreement, all and any disputes shall come under the exclusive jurisdiction of the Commercial Court of PARIS. The law applicable to this Order is French law. The application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 is excluded.

29 – PUBLICITY:

Under no circumstances and in no form may the Order give rise to direct or indirect publicity without the Customer's prior written authorization. If such authorization is granted, the Service Provider undertakes to comply with the forms of publicity and other conditions that may be imposed on it.