

1. Scope and definitions

EQOS Energie Luxembourg S.à.r.l, limited liability company with a registered capital of €750.000, registered in the Luxembourg trade registry (RCS) under number B15850, headquartered in Foetz (L-3895), hereinafter referred to as "EQOS Energie".

These general terms and conditions of purchase (hereinafter "GTCP") shall apply to any order of EQOS Energie (hereinafter "Order") placed with any construction company, research company, services provider, or goods provider (hereinafter the "Supplier") for the provision of works, studies, services, or goods (hereinafter the "Supplies") made on behalf of EQOS Energie or on behalf of a related third party. These terms shall prevail over any other general conditions that may be opposed to them. The provision or the start of the provision of Supplies shall automatically imply acceptance of these GTCP and the Supplier shall relinquish its right to invoke its own general terms and conditions. The content of these GTCP is enforceable as it appears on the EQOS Energie website, and any changes to these GTCP shall automatically apply to the Order if the Supplier does not object in writing within three (3) business days following their communication.

2. Supplier's offer

The Supplier draws up its offer based on a written estimate which specifies the Supplies to be provided, the unit and total prices, the discounts and rebates, and the turnaround time. The Supplier shall be bound by its offer for a period of six (6) months from the date it was received by EQOS Energie.

3. Order

The approval of the offer cannot be verbal or implicit and necessarily requires the issuance of an Order.

The Order shall be deemed accepted within three (3) working days of its date of issue barring any objection by the Supplier; the objection can only be made in writing, by e-mail with delivery receipt, stating the order number, its key characteristics and the justification for the objection. The acceptance of the Order by a Supplier means that the Supplier accepts, without reservation, the present GTCP.

4. Delivery of the Supplies

The Supplier is responsible for the delivery of the Supplies. The Supplier shall deliver all the Supplies. The Supplier certifies that it possesses the skills and qualifications needed for the successful delivery of the supplies and that it shall respect the *modus operandi*, the professional standards, best practices, and the regulations and laws of the country where the Supplies are to be delivered. The Supplier shall comply with the required steps and carry out all the verifications required to ensure the good quality of the Supplies. The Supplier shall provide

EQOS Energie with the requested monitoring reports and deliverables. The Supplier guarantees the supply of products free of any defect and fault. The Supplier shall acknowledge receipt of all the information and documents required to deliver the Supplies and may not rely on a lack of information to restrict or limit its liability, notwithstanding the index of the document on the day of the Order.

5. Deadlines and planning

The Supplier shall respect the Supplies' execution and delivery deadlines as stipulated in the Order or in any other document (planning, CCTP, PAQT, PPSPS, etc.)

The timelines shall account for the setting up of the site, Order details and deadlines, and shall include all disbursements, charges, and obligations.

6. Change to Supplies

The Supplier agrees to any change contained within the scope of the Supplies and made effective by a modification of the Order. The Supplier hereby agrees to any changes made within the timelines (deadline, suspension, modulation, etc.) originally agreed, without any financial compensation.

7. Supplier's capabilities – Quality, Health, Safety, Environment

The Supplier declares that it has the entitlements, rights, and approvals required for the delivery of the Supplies. The Supplier must respect the health, safety and environmental regulations applicable to the country where the Supplies are delivered and the agreed special provisions, and shall take all necessary steps to comply with provisions designed to ensure the safety of the agents involved in the delivery of its Supplies. The Supplier is responsible for the storage, removal, and appropriate treatment of waste created as a result of its activities. Owing to the additional risks created by the Coronavirus epidemic, the Supplier shall comply with all the "COVID-19 recommendations" laying out the prevention and protection processes required in the delivery of the Supplies that is has received. The Supplier shall pay a penalty of EUR 5,000 excluding taxes for each breach of safety or environmental requirements caused by the Supplier or one of its agents. This penalty shall be deducted automatically and without any other formality from the Supplier's invoices.

8. Custody and transfer of ownership

The Supplier shall be the custodian of and the sole responsible for the supplies, equipment, and building site facilities put at its disposal or that it uses until the delivery of the Supplies, regardless of whether these are provided by EQOS Energie, by a third party, or by the Supplier itself.

The transfer of ownership and of the risk associated shall take place on the date of

receipt. The Supplier expressly waives any contractual or legal retention-of-title and/or withholding right that could be invoked against EQOS Energie.

9. Receipt

Receipt of the Supplies shall be subject to a qualitative and quantitative evaluation of the Supplies delivered. The Supplier shall notify EQOS Energie upon completion through e-mail with delivery receipt attaching any deliverable due, if applicable. EQOS Energie shall acknowledge receipt if the Supplies delivered meet all the technical and operational requirements. A receipt report shall be drawn up and signed jointly by the Supplier and EQOS Energie. If reservations are made by EQOS Energie, the Supplier shall remedy the nonconformity and imperfections within the time limits.

The receipt shall constitute the start of the legal and contractual warranties.

10. Rental of machinery /equipment

In the event of construction machinery and equipment rental, the Supplier guarantees in its capacity as lessor the provision of machinery and equipment free of defects and faults, up to date with all compulsory checks and audits and ready for use as per instructions.

In the event of defective machinery and equipment undetected upon delivery, the Supplier shall replace the defective equipment or machinery on-site as soon as possible, at its own expense.

The Supplier shall provide machinery and equipment insured against theft, loss, and civil liability. The rental price includes the cost of insurance. In the event of theft, loss, fire, or damage by third parties to the said machinery/equipment, EQOS Energie is only required to pay the deductible insurance fee stipulated by the Supplier's insurance. The rental of machinery/equipment is agreed upon for a limited period. Any renewal must be subject to Order. EQOS Energie shall not accept any invoice relating to a rental that has not been the subject of an Order.

11. Price

Unless specified otherwise, the prices indicated in the Order shall be firm and definitive and shall include the cost of the transport and delivery. The price shall also include the implantation of the Execution Site, Order specificities, and deadlines and shall include all disbursements, charges, obligations, and bad weather. Prices are in euros, excluding taxes. They are supplemented, where applicable, by VAT at the current legal rate on the day of invoicing.

12. Payment

The full payment of the Order shall only occur after receipt and lifting of any reservations, after which the Supplier may issue its invoice. The invoices shall be sent to the following address: eingangsrechn-ael@eqos-

energie.com and shall necessarily include the Order number and mandatory stipulations, otherwise, they shall not be processed.

When the duration of the Supplies' delivery exceeds one month, payment for the work shall be made as follows: monthly invoices based on the progress and receipt of the Supplies, the cumulative amount of the invoices may not exceed 95% of the total amount of the invoice. The remaining 5% shall be paid up upon receipt and after all reservations have been cleared, or, for research services, after the deliverables have been received. Unless otherwise specified in the Order, the invoice shall be paid within 60 calendar days from its date of issuance. In the case of wrong performance or non-performance by the Supplier of one of the obligations arising hereunder, EQOS Energie reserves the right to suspend its payment obligations. EQOS Energie also reserves the right to withhold, without formalities, from the Supplier's invoices, all amounts due for non-performance, improper performance, or resulting from damage caused by the Supplier, or any other payment owed to EQOS or another affiliate of the EQOS Group.

13. Delay penalties

The Supplier's compliance with the deadlines is an important condition of the Order. In the event that the contractual time limit is exceeded, the Supplier shall pay a penalty set at 0.25% of the amount (excluding VAT) of EQOS Energie's order per day of delay limited to 15% of the total amount of the Order. Delay penalties shall be applicable from the first calendar day of delay and upon receipt of an e-mail with delivery receipt acknowledging the delay.

The penalty payment by the Supplier does not relieve it from delivering the Supplies.

14. Insurance

Before the delivery of the Supplies starts, the Supplier shall contract an insurance covering all professional risks and damages that could result from the delivery of its Supplies and shall submit certificates thereof upon request. The Supplier shall report to its insurance company all damages it caused and to provide EQOS Energie with proof of the declared damage and with the contact information of the insurance provider.

15. Warranty

Without prejudice to the applicable legal warranties, the Supplies are subject to a perfect completion warranty that extends up to eighteen (18) months after receipt. The Supplier shall throughout the duration of the guarantee repair any discrepancies observed and remedy any failures, within the time limit set or immediately, if necessary to ensure the safety of the persons and properties and without being able to invoke any exception. The clearance of the discrepancies will be recorded in a joint report, which marks the

start new warranty period of eighteen (18) months.

16. Liability

The Supplier shall be liable for all direct or indirect damages it causes to EQOS Energie or to related third parties without being able to object to the amount or type of damages, including damages resulting from the full or partial non-delivery of the Supplies or from repeated breaches in the delivery of the Supplies.

The Supplier shall be liable for any loss, damage, theft, breakdown, fire, or impairment caused to the Supplies, materials, and facilities of the client arising, in particular, from the negligence, fault, unforeseen circumstances, lack of means and imprudent actions by the Supplier or his agents or suppliers. This provision applies throughout the delivery of the Supplies up until receipt.

17. Breach

In the event of full or partial non-delivery of the Supplies or of repeated breaches, EQOS Energie may, at the expense and risk of the Supplier, enforce delivery of the Supplies not delivered by the Supplier after a formal notice sent by e-mail with delivery receipt has remained unanswered until expiry of the deadline set therein. This formal notice shall include summary of the Order's performance drafted by EQOS Energie which shall be deemed to be valid and accepted by the Supplier if not disputed within three (3) calendar days. The Supplier shall bear the financial costs of its breach.

18. Termination

Any party may notify the termination of the Order in the event of full or partial breach of contractual obligations by one of the parties if a formal notice to deliver is not respected within 15 business days of the date of receipt. EQOS Energie may terminate the Order automatically and without formal notice in the event of: Repeated breaches of obligations by the Supplier, serious breaches of professional standards and rules of trade, abandonment of the construction site, termination of all or part of the Supplies, serious security breaches leading to a situation of serious danger, force majeure, termination of the main market, whatever the reason. This termination shall be deemed to result exclusively from the Supplier's actions, and the Supplier shall bear all costs related to the termination. The Supplier shall be required to keep on the construction site and to provide its substitute(s) with the equipment, materials, or supplies necessary to the delivery of the Supplies at the request of EQOS Energie.

19. Force majeure

The obligations of the parties shall be suspended in the event of a force majeure event, such as epidemics, fire, explosion, strike, uprising, civil war, storms, earth-

quakes, and impossibility to obtain materials. The impeded party must notify the other party within seven (7) calendar days following the force majeure event, of its incapacity to deliver the Supplies. The parties shall take the necessary steps to limit the terms and effects. No party shall be liable to the other party for any breach or delay regarding the performance of its obligations following in the event of force majeure.

20. Confidentiality

The Supplier shall keep confidential any information of any kind, form, or content that is communicated to it for the purpose of formulating an Offer and delivering its Supplies. The Supplier undertakes to take the steps required to prevent information from being disclosed to a third party. The Supplier shall not be able to make any reference to, communicate on or make publicity around the Supplies delivered to EQOS Energie, except by prior written agreement of the latter and, where applicable, of the person on whose behalf the Supplies have been delivered. This confidentiality obligation is not restricted in time.

21. Social clause

The Supplier shall respect all applicable laws and regulations, and, in particular, anti-corruption, anti-money laundering, child labour, and illegal and undeclared work laws. The Supplier shall refrain from any form of corruption and shall ensure that the rights of its employees are respected, in particular that relating to labour law. The Supplier's employees remain in all circumstances under its exclusive management and responsibility. The Supplier expressly acknowledges that it alone controls and directs its employees. Should the Supplier fail to comply with any of these provisions, EQOS Energie shall reserve the right to cancel the Order with immediate effect and at the Supplier's expense, without prejudice to EQOS Energie's right to request compensation for the damages incurred.

22. Data Protection General Regulation

The Supplier and EQOS Energie shall 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 accuracy of the personal data processed by taking all precautions thereby required by maintaining the appropriate technical and organisational processes within their respective companies. EQOS Energie may be required to collect data to identify the Supplier's employees and agents and their criminal records, where applicable. The personal data collected is "processed" by EQOS Energie Luxembourg Sàrl, 4, rue des Artisans L-3895 FOETZ, represented by Mr. Henri MECHICHE and Pascal BRIER. These data are collected as part of the performance

of the contract and are necessary to the delivery of the Supplies or required in order to comply with a legal obligation of the collector of personal data. These data shall be processed by the legal and purchases departments tasked with the drafting of the subcontract and with the Order processing, by the operational department tasked with the monitoring of the Supplies' delivery, by the quality, health, and safety department, and by the client, if applicable. These data shall be kept throughout the duration of the contract and until the expiry of the Supplies' legal and contractual warranty. In accordance with the regulations applicable to personal data, the individuals whose data is collected have the right to access, rectify, erase or object to the collection of the data, and to the portability of their data. Any request shall be sent to the EQOS Energie's Legal Department at 4 rue des Artisans L-3895 FOETZ, or to national authority competent with the protection of personal data.

23. Intellectual property

The Supplier shall guarantee to EQOS Energie that the Supplies do not infringe the intellectual property rights or any other rights of a third party. The Supplier shall ensure to indemnify EQOS Energie against any and all actions by third parties with regard to the infringement of intellectual property rights or in proceedings for infringement and/or unfair and/or parasitic competition relating to the Supplies and shall compensate EQOS Energie against any conviction, damages, etc. resulting from any such action.

24. Transfer

The Order is of a strictly personal nature and based on the personality and ability of the Supplier. As a result, the Supplier shall not assign or subcontract all or part of the Supplies, for whatever reason, without the prior written agreement of EQOS Energie. In the case of failure to comply with this requirement, EQOS Energie reserves the right to claim the full delivery of the Supplies at the expense of the Supplier or to terminate the Order.

25. Partial invalidity

Should any provision contained herein be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written in the present general terms and conditions. All other provisions of the Contract shall, however, remain valid.

26. Notices

Any notice or document delivery made as part of this Order shall be made either by registered mail with proof of receipt if expressly provided for, or, in the event that registered mail is not expressly provided for, by e-mail with delivery receipt, or, in the event that e-mail with acknowledgement of receipt is not provided for, by simple e-mail.

The notice date is that of the acknowledgement of receipt.

27. Appeal and waiver

The omission or delay in the exercise of a right or appeal by EQOS Energie shall not be construed as a waiver by EQOS Energie of the exercise of that right. Even the partial exercise of a right or appeal does not limit the exercise of any other right or appeal provided for by the law.

28. Applicable law and settlement of disputes

The Order is governed by Luxembourg law. The Parties shall attempt to settle amicably any dispute about the validity, understanding, performance, or termination of these GTCP and/or any Order. They shall strive in good faith to reach an amicable solution prior to any litigation. Should such conciliation proceedings fail, the said dispute shall be finally and exclusively decided by the relevant courts and tribunals of Luxembourg, forty five (45) days after the start of the discussions, notwithstanding any plurality of defendants or any appeal in warranty, even for urgent, interim and summary proceedings or proceedings by request.