

SNF General Conditions of Purchase

Products

September 2021

1 - Purpose

These general conditions of purchase ("GCP") apply to all orders which are placed by SNF SA ("the Order") to its suppliers (hereafter "The Supplier"). These GCP, together with the Orders agreed on by the Supplier shall constitute the Contract.

These GCP apply necessarily and exclude all other conditions, including the general conditions of sales of the Supplier.

The Supplier must acknowledge the receipt, without reserves, of the Order within two calendar days from the date of its issue. Failing this, SNF SA will be entitled, even if execution has already begun, to cancel the Order without any indemnity for the Supplier.

2 - Definition

"Effective Date" means the signing date of the Order.

"Goods" means the equipment, products, machines, parts, components, hardware finished products or raw materials, spare parts or otherwise, which the Supplier must supply according to the Order.

"Services" means the studies, software documentation, or know how, and any other services such as but not limited to civil engineering / assembling / pipe work / cabling / commissioning, onsite operation or supervision, workshop tests, packing before packaging, packaging, loading, and weeding on the transport machine, or transport

"Supply" means the Goods which the Supplier must supply and the Services which must be carried out under the terms of the Order.

"Work site" means the end site where the Supply is used.

3 - Delivery – Delivery Time

All deliveries must be net of all costs, free from any lien, encumbrance or claim.

The Goods shall be delivered at the place and the date stated in the Order.

4 –Delay

Without prejudice to the Supplier's obligations, SNF SA must be informed of any event which is likely to modify the date of delivery stated in the Order within twenty-four hours following such event, even in case of Force Majeure event.

In case of anticipated delay of delivery, SNF SA reserves the right to cancel all or part of the Order without compensation to the Supplier.

5 – Penalties for delay

In case of delay in the delivery of the Supply, the Supplier shall automatically, without any prior notice from SNF SA, pay a 2% penalty per each commenced week of delay, up to a maximum of 10%

In addition, SNF SA reserves its right to charge the Supplier with all costs and damages resulting from late deliveries.

6 – Transfer of title and Risk

Ownership of all or part of the Supply is transferred to SNF SA as soon as the items, subject to the Order, are identified in the premises of the Supplier and/or its Subcontractor.

Any ownership reservation clause, which directly or indirectly aims to condition the transfer of ownership to the payment of all or part of the price of the Supply, shall be considered null and void.

However, the risks related to the Supply shall remain with the Supplier until SNF SA takes physical possession and accepts delivery of the Supply without reserves.

7 – Intellectual Property

Any invention or discovery that is created by the Supplier in the context of the execution of the Contract will immediately become the property SNF SA.

All intellectual property belonging to the Supplier, which would be necessary for the full enjoyment of the Supply, will be automatically licensed to SNF under a non-exclusive, free, worldwide license, transferable to anyone who would need it for the full enjoyment of the Supply by either SNF SA or its customers.

8 - Quality

Any Supply not in compliance with the specifications of the Orders, will be rejected and be replaced by the Supplier at its own expense, within five days after the notice of refusal from SNF SA. Otherwise, the Supply will be returned back to the Supplier at its own costs and risks. The payment of these costs and penalties does not relieve the Supplier of its obligations under Article 5.

9 – Price – Invoicing - Payment

Prices of Supplies are set up in the Order. Prices include all of the costs resulting from the execution of the latter, especially the charges, the subscriptions, the taxes and the rights of any kind, which are directly or indirectly connected with the performance of the Order. No price increase can be applied without the prior written consent of SNF SA.

Each invoice must be sent in duplicate. The invoice must mention the full references of the Order, including the order number, the place of delivery, and the price. Incomplete invoices will be returned unpaid to the Supplier.

Unless stated otherwise in the Order, all purchases of SNF SA shall be due sixty (60) days after invoice date.

10- Warranty

Supplier warrants to SNF SA that the Supply fully complies with the technical specifications set forth in the related Order of SNF SA, and shall be free from any hidden or manufacturing defects.

Supplier shall also warrant the performance of the Supply.

The warranty period shall be two years from the delivery date of the Supply or, in case of partial deliveries, from the day of the last delivery.

Supplier warrants to SNF SA that the Supply is fit for its intended purpose.

11 – Liability

Supplier agrees to indemnify and hold SNF SA, its subsidiaries and affiliates, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages, actions or claims (including, without limitation, amounts paid in settlement and reasonable costs of investigation and reasonable attorneys' fees and disbursements) (collectively "Claims"), arising from (i) a breach of representations and warranties made by the Supplier in the Contract; (ii) bodily injury and property damage arising out of or resulting from

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the failure of the Supply to meet the agreed specifications, including but not limited to the cost of any recall retrieval or consumer or trade notification regarding SNF SA products attributable to such failure, as SNF SA, in its sole reasonable judgment in accordance with customary commercial practices determines is necessary; (iii) loss, injury or damage incurred by third parties or by SNF SA employees or damage to such persons' property while on the premises of Supplier; (iv) any act or omission by Supplier with respect to the Supply; and (v) any claim that the Supply, or the use or sale of Supply, infringes any patents or other proprietary rights of a third party, including without limitation, trade secrets, trademarks and copyrights. (vi) a breach of any of the obligations arising from this Agreement.

12 – Force Majeure

According to the article 1218 of the Civil Code, external events, which are unforeseeable and unstoppable, which makes impossible to perform the contractual obligations within the stipulated deadlines are considered to be cases of Force Majeure. Manufacturing incident such as machinery breakdown, the shortage of raw materials, supplier's delay or deficiency, or that of his manufacturers and/or his sub-contractors cannot be considered to be case of Force Majeure.

The Supplier must inform SNF SA of any Force Majeure event and provide to SNF SA the relevant evidences within seven calendar days. Failing this, the Supplier will be deemed to have waived any Force Majeure claim.

13 - Hardship

In the event that during the period of the Order the general situation and/or the data on which the Order is based are substantially changed so that either party suffers severe and unforeseeable hardship, they shall consult each other and show mutual understanding with a view to making such adjustment as would appear to be necessary and such revisions as would be justified by circumstances which could not reasonably be foreseen, as of the date on which the Order was entered into, in order to restore the equitable character of the Contract.

The party which considers that the condition set forth in the here above paragraph are met, shall give notice thereof to the other party by registered letter, return receipt requested which will specify the date and nature of the events which caused the change alleged by it, an evaluation of the hardship which is or will be suffered and the proposal made by it to remedy that change. Any notice given more than 12 (twelve) months after the date of occurrence of the event that caused the change alleged by the party giving the notice shall be of no effect.

14 – Insurance

The Supplier shall subscribe and maintain at its own expense the following insurance:

- General civil liability insurance covering bodily injury, property damages and consequential losses. This insurance shall cover the Supplier's liability as specified in article 11, including "Civil Liability: Product", "Civil Liability: Employer" and "Civil Liability: Professional";
- All legally required health coverage applicable to its personnel;
- All mandatory insurance according to applicable laws.

The Supplier shall provide SNF SA with all related insurance certificates.

Any guarantee limits that may be indicated in the above policies shall not be considered as limitations of the Supplier's liability. It is the

Supplier's responsibility to take out any other insurance, which it considers necessary to fulfill the Purchase Order.

15 – Safeguard

Should the Supplier, for any reason whatsoever, be late in the delivery of the Supply for more than (30) thirty days, Supplier then undertakes to transfer the whole of the execution documents (drawings, schematics, bills of materials, calculation sheets, orders placed with sub-suppliers, etc ...) related to the SNF SA Order.

In such a case, Supplier shall transfer the Supply that are ready for delivery or in the process of being manufactured to SNF SA so as to allow SNF SA to resume and complete the work, without Supplier having the right to claim any compensation other than the price of Supply so transferred.

16 - Termination

SNF SA may terminate the Order if the Supplier fails to comply with any of its contractual obligations and fails to remedy such a breach within 10 days after notice to do so notified by SNF SA, or if the Supplier is subject to bankruptcy proceedings or winding up by the court. The termination will be effective from the issuance date by the Supplier of a termination letter with acknowledgement of receipt.

17 – Jurisdiction

Any disputes relating to the validity, the execution or the interpretation of the Contract shall be subject to the exclusive jurisdiction of the Courts of Saint-Etienne (42, France) and shall be subject to French Law, excluding its conflict of law regulations. The parties exclude the application of the United Nations Convention (Vienna) on contracts for the international sales of goods.

18 – Order of precedence

In case of inconsistency between the Order, these terms and conditions and the annexes/appendices, the Order would prevail on the terms and conditions which would prevail on the annexes/appendices.

19 – Personal data

The Supplier agrees to inform his employees of the collection and processing of their personal data by SNF in the context of these GCP. The data concerned include the first name, the name, the position and the contact information (the Data). They will be used by SNF for the purposes of order management and the monitoring of the commercial relationship. They will be kept for the duration of the Contract and will be archived in accordance with the applicable regulations. Only duly authorized SNF employees will have access to the Data. According to the legislation in force, the employees of the customer have the right to access their data, to have them rectified, to request their removal and to oppose their treatment for reasons related to their personal situation, or to request the limitation of this treatment. They can exercise these rights by sending their request to ethics@snf.com. If necessary, they may file a claim with the CNIL concerning the use of their Data.

20 – Ethics – Sanctions

The Supplier undertakes to comply with the SNF Code of Ethics, which can be found on the www.snf.com website, as well as with any

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applicable law or regulation concerning Human Rights, the protection of the environment, or fight against corruption.

Similarly, it undertakes to comply with any applicable law or regulation imposing economic or financial sanctions aimed at restricting or prohibiting the commercial and / or financial relations of certain countries or persons, imposed in particular by France, the European Union, the United Nations, or the United States of America. In the event of violation of this article by the customer, the latter will hold harmless from any liability SNF, its managers and its employees, and will indemnify them for any resulting damage.