

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. ACCEPTANCE

Supplier and Buyer agree to be bound by and to comply with all terms set forth in these General Terms and Conditions of Purchase ("Terms"). For the purposes of these Terms, "Buyer" shall be the Veolia entity whose corporate information and particulars are duly specified in the Order; "Supplier" shall be the entity supplying Buyer under the Order; "Order" designates a purchase order that has been issued from Buyer to Supplier and is an offer to purchase the goods ("Goods") and/or services ("Services") described in the Order under these Terms; "Affiliate" means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any of the parties to this Agreement. Supplier's acceptance of the Order, commencement of work or provision of Goods and/or Services, whichever occurs first, shall constitute acceptance of the Order and these Terms (together, the "Agreement"). Any modification or addition to this Agreement by Supplier, including but not limited to any deviations and any terms and conditions included in Supplier's proposal, quotation, acceptance, invoice or any other Supplier's document referring to this Agreement, are hereby expressly rejected and shall not be valid unless accepted by Buyer in writing.

### 2. MODIFICATION: CHANGES IN THE ORDER

**2.1 General.** No change, addition or waiver of terms of this Agreement or Buyer specifications contained shall be binding on Buyer unless approved in writing by an authorized representative. Buyer shall have the right, at any time, to make changes to this Agreement, including but not limited to, any one or more of the following: (a) specifications, drawings and data, (b) methods of shipment or packing, (c) place of delivery and time of delivery, (d) quantities, (e) services and (f) suspension or extension of performance time ("Change"). Upon receiving notice of a Change, including suspension, Supplier shall promptly comply with Buyer's instructions. If any Change causes an increase or decrease in the cost or time required for Supplier to perform this Agreement, an equitable adjustment shall be made in the Price, delivery schedule, or both, subject to Supplier's strict compliance with the Change procedure set forth in this Section and Buyer's receipt of all supporting documentation from Supplier required by Buyer to evaluate and determine the cost or schedule impact of the Change. If Buyer and Supplier cannot agree to equitable adjustment to cost or schedule within ten (10) days of Buyer's request for a Change, Buyer, may, without invalidating the Agreement, issue a written directive requiring the Supplier to perform additional Services or provide additional Goods, delete portions of the Goods or Services, or alter the Goods or Services as required by Buyer ("Directed Change"). Such Directed Change may include modifications to the design, specifications, schedule, or methods of performance. If Buyer issues a Directed Change, Supplier shall provide Buyer all documents and records required by Buyer, in a form satisfactory to Buyer, including an itemized accounting together with appropriate supporting data for all costs or savings attributable to the Directed Change. Any price adjustment shall only include the reasonable, documented and direct costs that shall necessarily be incurred as a direct result of the Change or Directed Change. Any claim by Supplier for adjustment under this Agreement shall be deemed waived unless asserted in writing within ten (10) calendar days from Supplier's receipt of the Change or Directed Change notification. Equitable adjustment to Price or schedule shall not be binding on Buyer unless evidenced by a Change Order issued and signed by Buyer.

**2.2 Suspension.** Notwithstanding the above, Buyer may, at any time, by written notice to Supplier, suspend or extend the time for Supplier's performance of the work for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified and comply with Buyer's instructions, as the case may be. Suspensions, if the cumulative duration is less than ninety (90) calendar days, Supplier shall not be entitled to any change in Price, delivery dates or any other obligations under the Agreement. If the suspension duration is above ninety (90) calendar days, Supplier may claim reimbursement for additional costs reasonably and necessarily incurred by Supplier from the ninety-first (91st) calendar day of suspension onwards, provided such costs are (i) actually incurred, (ii) mitigated by Supplier where possible, and (iii) notified to Buyer with all supporting details, within ten (10) calendar days after Buyer's notice to resume work. Buyer may withdraw the suspension at any time as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume performance on the specified effective date of resumption or within ten (10) calendar days of the withdrawal notification.

### 3. PRICE - PAYMENT

**3.1 Price.** Unless otherwise expressly stated, all prices for Goods and Services under the Agreement, are firm and not subject to

escalation for any reason not set forth in the Agreement ("Price"). Any Price includes all costs and charges, including but not limited to duties, custom clearance, import duties, impost or levies and taxes of whatsoever nature and related to manufacturing process, sales, provision and transportation of Goods as the case maybe, and Supplier shall indemnify and save harmless Buyer from and against liability for all federal, state, local or foreign taxes or other government charges, duties, levies, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever. Without limitation to the foregoing, Buyer shall not accept any additional costs to the Price.

**3.2 Withholding taxes.** If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer may deduct such taxes from any payment due to Supplier and provide Supplier with a valid tax receipt in Supplier's name. If Supplier is exempt from, or eligible for, a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due.

**3.3 Payment terms.** Unless otherwise specified, Buyer shall pay, by bank transfer, the Price specified in the Order, within sixty days (60) days from the date of the receipt of each undisputed invoice issued by Supplier, subject to: (a) complete delivery of the Goods and performance of all Services and obligations of Supplier in strict compliance with these Terms and the Order; (b) all Financial Guarantees duly provided to Buyer and (c) receipt by Buyer of Supplier's correct invoice.

**3.4 Price Warranty.** Supplier warrants that the Prices under this Agreement are not less favorable than those offered by Supplier to any other customer for substantially similar goods or services in comparable quantities. In the event Supplier reduces its prices for its other customers for such goods or services during the term of this Agreement, Supplier agrees to reduce the Price of the Goods and/or Services correspondingly. If during this Agreement, Buyer or any of its Affiliates can purchase similar goods and/or services of like quality from another supplier at a total price, including delivery cost to the facility of Buyer or the applicable Affiliate, that is lower than the total Price of the Goods and/or Services purchased under the Agreement from Supplier, Buyer may notify Supplier of such price and Supplier shall have an opportunity to reduce the total Price of the applicable Goods and/or Services purchased hereunder, within ten (10) calendar days from Buyer's notification unless otherwise stated in the Order, so that it is the same or lower than the total price of the other supplier. If Supplier timely fails to or cannot legally do so within the thirty (30) day time period described above, Buyer may (i) purchase the applicable goods and/or services from such other supplier (in which case the obligations (including, but not limited to, any purchase and sale requirements and/or commitments, if any) of Buyer and Supplier hereunder shall be reduced accordingly); or (ii) terminate this Agreement without any penalty, liability or further obligation.

**3.5 Replacement Parts.** Replacement parts for the Goods are for the purpose of this Section defined as "Parts". Unless specified otherwise by Buyer in writing, Supplier shall provide Parts for a period of ten (10) years from the delivery date or until Buyer consents to an alternative part that provides the same form, quality, fit and function as the Part. The prices for any Parts purchased in the first two (2) years of the ten (10) year period shall not exceed the prices in effect at the time the production of the Goods ceases, and no set up charges shall be permitted by Supplier or paid by Buyer during this two (2) year period. Thereafter, the prices for Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements shall apply unless the parties mutually agree in advance. After the end of the ten (10) year-period, Supplier shall continue to maintain in good working condition all Supplier owned tooling required to produce the Parts, and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling. If Supplier plans to discontinue production of the Parts at any time during or after the Agreement, then Supplier shall provide Buyer with six month's notice prior to discontinuing such Parts and shall provide alternative technical solution to remedy.

**3.6 Set-off.** Buyer shall be entitled, at any time, to set off any amount owing from Supplier to Buyer against any amount payable by Buyer in connection with this Agreement.

### 4. FINANCIAL GUARANTEE

The initial provision and continued maintenance of any bank guarantee(s), surety bond(s), letter(s) of credit, or similar financial guarantee which is required by Buyer under this Agreement ("Financial Guarantee") shall be a condition precedent to Supplier's entitlement to payment (including initial deposits) for the performance of Goods and/or Services under a specific Order. Any Financial Guarantee shall be issued by first class international banks/insurance companies acceptable to Buyer and having a

credit rating of at least "A-" (Standard & Poor's) or "A3" (Moody's) ("Issuing Bank"). Financial Guarantee delivered by Supplier to Buyer shall be in the appropriate form, on first demand, irrevocable and unconditional, stand-by, in favor of Buyer as the beneficiary, for the purpose of guaranteeing the performance of the Goods and/or Services by Supplier and payment of any amounts due by Supplier to Buyer, both in a timely manner and in accordance with the Agreement. Supplier shall bear the cost of obtaining and maintaining the Financial Guarantee. Where a Financial Guarantee is not provided in due time or is not provided as required in the Order, Buyer may, at its option, withhold payments to Supplier, retain from sums due or becoming due to Supplier an amount equal to the amount of the said Financial Guarantee or terminate the relevant Order. If an Order is terminated by Buyer or Buyer rejects the Goods and/or Services, then all of the Financial Guarantee must remain valid until full payment by Supplier of all amounts due to Buyer, and Buyer shall have the right to request Supplier to instruct the Issuing Bank to extend the validity of the Financial Guarantee accordingly. Any Financial Guarantee delivered by Supplier shall enter into force on the date of its issuance and shall remain valid until the later of the delivery of the Goods, performance of Services, or end of the warranty period of the Goods and Services, unless otherwise stated in the Order. If, at any time, the validity date of the Financial Guarantee no longer corresponds to the conditions specified in the Order, then Supplier shall instruct the Issuing Bank to extend the validity of such Financial Guarantee accordingly. Failing which, Buyer shall be entitled to draw upon the Financial Guarantee in full and hold the same as security for compliance by Supplier with its obligations under the Agreement. Buyer shall be entitled to make deductions against any amounts so held in respect of any claim for which it would have been entitled to call against the Financial Guarantee in question. In the event that the required Financial Guarantee is insufficient to compensate Buyer for damages suffered, Buyer further reserves the right to withhold any amounts due to Supplier to cover the damages.

### 5. INVOICES

All invoices and consignment or shipping documents must show the Order number. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number or is otherwise inaccurate, and any resulting: (i) delay in Buyer's payment; or (ii) non-payment by Buyer, shall be Supplier's responsibility, and in such circumstances of non-payment of an invoice by Buyer, Supplier shall be deemed to have waived any fees, charges, costs or expenses invoiced therein. Buyer may withhold total or partial payment until the Goods and/or Services conform to the requirements of the concerned Order. Buyer's payment of an invoice shall not constitute its acceptance of the Goods and/or Services.

### 6. SHIPPING INSTRUCTIONS

**6.1. Packing.** Packing, preservation and marking shall be in accordance with the specifications and requirements as specified on the Order, or if not specified, with the best commercially accepted practice which will be consistent with applicable law. All Goods shall be packed with packaging suitable to guarantee the protection and integrity of the Goods to destination. Packages must bear Buyer's Order number and bulk containers must also show gross, tare and net weights and/or quantity. No packaging charge shall be made to Buyer unless such charge is specified, itemized and accepted by Buyer. All Goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

**6.2 Shipping documents.** For each separate shipment delivering the Goods, the original invoice and all necessary or usual shipping documents, all properly completed and certified in accordance with applicable laws and regulations, shall be rendered by Supplier as follows: (a) the original, or, if the original is otherwise required by the shipper or customs or other authority, one copy, faxed and air mailed to Buyer on the day of shipment; (b) other copies, as necessary, distributed according to proper and usual practice; (c) one copy of the invoice shall be placed inside each package or container and one copy shall be properly affixed to the outside of each package or container. All invoices and consignment or shipping documents must show the Order number. For the purposes of this clause, "shipping" includes transportation by aircraft and "shipper" and "shipment" have corresponding meanings. Supplier must inform Buyer's issuing office by electronic mail on the day of shipment, providing the bill of lading or other notice of shipment, and giving Order number and car number, if it is a carload shipment. In the case of shipment elsewhere than Buyer's plant, the original bill of lading or airway bill must be mailed. Packing slips should be enclosed with all shipments, showing Order number, part number, quantity, CO2 emissions and weight.

**6.3 Buyer's access.** In the event that the Goods are expedited by Buyer, Buyer's Personnel shall be allowed reasonable access to Supplier's plants, and those of its sub-suppliers, for expediting purposes. As required by Buyer, Supplier shall supply schedules and progress reports for Buyer's use in expediting.

**7. TITLE-RISKS**

**7.1 Risks.** Unless otherwise set forth in the Order, risk on the Goods shall pass from Supplier to Buyer upon delivery of the Goods in accordance with the Incoterm designated in the Order. However, where Services are to be performed on those Goods as part of the same Order, the risk shall not pass until the completion of such Services. If the Order does not specify an Incoterm, the default Incoterm shall be DDP (Delivered Duty Paid, Incoterms 2020). Failure of Supplier to comply with the specified Incoterm shall result in Supplier bearing all resulting transportation charges, costs and expenses. Risk of loss or damage in transit prior to actual delivery of the Goods shall be borne by Supplier, notwithstanding any indication to the contrary, including any agreement to pay freight, express or other transportation or insurance charges. If any delivered Goods do not strictly comply with the Agreement, Supplier shall remain liable for them and bear all risks in relation to them, except if Buyer, with full knowledge of the non-compliance, chooses, in writing, to accept and retain those Goods.

**7.2 Title.** Full title to the Goods shall pass upon the delivery of said Goods, or full payment, whichever occurs first.

**8. DELAYS - NON-PERFORMANCE**

**8.1 General.** Time is of the essence of this Order. Delivery of the Goods and performance of the Services must be effected on the date specified in the Order, in strict accordance with the schedule or delivery date instructed by Buyer. The signature by Buyer, or any of its representatives, of any document acknowledging delivery of the Goods or performance of the Services shall not constitute or be interpreted in any way as implying acceptance of the Goods or Services or as an acknowledgment or representation that such Goods and Services, or the circumstances of their delivery, comply with the Agreement, and shall not relieve Supplier of any of its responsibilities or liabilities under the Agreement.

**8.2 Delivery of the Goods.** If the quantity delivered, or the time, place or any other circumstances of the delivery of the Goods do not strictly comply with the Agreement for any reasons, other than a Force Majeure event or without the prior written consent of Buyer, Buyer may, at its sole discretion, upon delivery or within a reasonable time after having fully acknowledged the non-compliance: (a) accept and retain all or any of such Goods; (b) reject all or any of the Goods (including compliant Goods), and in this case: Buyer may require Supplier to (i) deliver Goods in substitution for such rejected Goods, and Supplier shall ensure that the substituted Goods strictly comply with the requirements of the Agreement and are delivered by the most expeditious means of transportation, including airfreight, without any additional cost to Buyer, or (ii) refund any amount which has been paid in respect of the rejected Goods; (c) terminate the Agreement, and/or (d) claim damages for additional costs or losses attributable to Supplier's non-compliance.

**8.3 Non-conforming Services.** If Services fail to comply with the Agreement, for any reason other than a Force Majeure Event or Buyer's prior written consent, Buyer may, at its sole discretion: (a) accept all or part of the Services; (b) reject all or part of the Services, whereupon: (i) Supplier shall immediately re-perform the Services at no additional cost; or (ii) Supplier shall refund any payments for rejected Services; (c) engage a third-party to perform the Services at Supplier's risk and expense if Supplier fails to satisfactorily re-perform; (d) terminate the Agreement, and/or (e) claim damages for additional costs or losses attributable to Supplier's non-compliance.

**8.4 Liquidated damages.** Notwithstanding any action that may have been taken by Buyer pursuant to this Section, Supplier shall indemnify and hold harmless Buyer for any loss, damages and claims it may suffer. In addition, Buyer shall recover such liquidated damages as specified in the Order. The parties agree that such liquidated damages, which may be imposed on Supplier for each day/week (or part thereof) of delay in delivery or failure to meet the performance criteria, as set forth in the Order, (i) are a genuine reasonable pre-estimate of the damages Buyer may suffer as a result of delay or non-performance and are not to be assessed as a penalty, and (ii) do not preclude Buyer's right to other remedies, damages and choices arising out of the breach of the Agreement by Supplier. Any sums due to Buyer by way of delay or non-performance damages may be deducted from payments due to Supplier or from the Financial Guarantee, if any.

**8.5 Change of schedule.** If Supplier intends to deliver the Goods prior to the delivery date(s) or perform the Services earlier than the schedule stipulated in the Order, Supplier must notify Buyer in writing in sufficient time for Buyer to confirm that early delivery or performance is acceptable to Buyer, in its sole and absolute discretion, and arrange for receiving the Goods and/or allowing the performance of the Services. If Buyer determines that such early delivery or performance is not acceptable, Supplier shall be responsible for and bear the cost of safely storing the Goods

(including the protection and preservation of same) until the original scheduled delivery date or the cost of mobilising/demobilising Personnel until the original scheduled services' performance date. Buyer may request Supplier to postpone the delivery of the Goods and/or performance of the Services. In such event, Buyer and Supplier shall mutually agree in good faith upon a new delivery date and any additional direct and documented costs to be incurred by Supplier.

**9. WARRANTY**

Supplier expressly warrants that all Goods and Services provided pursuant to this Agreement shall (i) conform to the Agreement and any specifications, drawings, samples, models or other descriptions furnished or adopted by Buyer, (ii) be free from all defects in material and workmanship and all defects in or due to design, (iii) be free and clear of all claims, liens and encumbrances and of any infringement of third-party intellectual property rights; (iv) be new and of merchantable quality, (v) be fit for the particular purpose and use intended and (vi) be performed with the highest degree of professionalism and best industry practices. Upon Buyer's request and instruction Supplier shall, at its sole risk and expense, inspect, repair, replace, remove or reperform on site, all or any part of any defective or non conforming Goods and/or Services covered by the warranties expressed or implied in an Order (a) for twenty-four (24) months from the date on which the plant/installation has successfully passed all performance and operational tests required by the end user for commercial operation or (b) for forty-eight (48) months from the date of delivery of the Goods or performance of the Services, whichever period expires the latest. Supplier acknowledges and agrees that the aforesaid warranties extend to any defective Services, repair or replacement of the Goods shall be extended for an additional twenty-four (24) months starting upon the operational use of the Goods following such repair or replacement. For any warranty repair, replacement, or reperformance of Services, Supplier, at its sole cost and expense, shall perform any tests requested by Buyer to verify conformance that the warranty repair, replacement of re-performance strictly conforms with the specifications and Supplier's obligations under the Agreement. Should Supplier fail to remedy any default within a period to be determined by Buyer which shall not exceed 10 calendar days period from Buyer's notification, Buyer may, at its own discretion, remedy such defective Goods and/or Services (by repair, replacement or reperformance) at Supplier's risk, cost and expenses. Supplier or any of its Affiliates shall not, directly or indirectly, sell or provide any goods or service to Buyer's customers in connection with the Goods and Services covered by this Agreement without the prior written approval of Buyer.

**10. CUSTOM DESIGNED GOODS**

**10.1 Buyer's approval.** Buyer's review and approval of drawings submitted by Supplier shall be limited to assessing general conformity with the specifications. Such approval shall not constitute approval of any dimensions, quantities or details of the material shown by such drawings and shall not relieve Supplier from its responsibility and obligation to comply with all specifications contained in the Order and further documents. Buyer retains the right of final approval for all finished products.

**10.2 Alterations to Order.** Where Buyer orders Goods to be manufactured other than in strict accordance with full and detailed specifications (including weights, dimensions, capacities, performance ratings, prices and other relevant data) provided in catalogs, prospectuses, circulars, advertisements, illustrated matter, price lists or other such material available to Supplier, Supplier shall provide Buyer with full and detailed specifications for review prior to manufacturing. Buyer may reasonably request modifications of and/or reject such specifications. Supplier shall remain fully responsible for manufacturing and compliance with the final specifications reviewed by Buyer. Buyer may at any time, by written notice, make alterations of any sort to the Order for the Goods, except in relation to such of those Goods that are in the process of being manufactured. If the alteration substantially increases the cost of manufacture, the parties shall proceed as follows. (a) Supplier shall, before the expiration of seven (7) days after Buyer's notice or before the commencement of manufacture, whichever first occurs, require a reasonable and appropriate increase in the price of those Goods by written notice. (b) If Buyer does not, within seven (7) days after such notice, agree in writing to the proposed increase, Supplier may, within three (3) days by notice in writing, terminate the Order to the extent that it concerns Goods to which the alteration relates, and to that extent the price in respect of the Order shall not be payable. (c) If Supplier does not terminate the Order, then it shall proceed with manufacture of those Goods in accordance with the Order as altered and at the price previously agreed. (d) In any event, neither party shall have any right to receive any compensation, damages or indemnity of any sort for loss resulting from the alteration or from Buyer' not agreeing to a price increase or from any such termination.

**10.3 Timetable.** Supplier shall also submit to Buyer an appropriate written timetable for manufacture and delivery, and shall manufacture and deliver those Goods in accordance with that timetable. Supplier shall submit to Buyer within seven (7) days of

the end of each calendar month a progress report detailing the progress of manufacture and delivery against the timetable referred to in this Section.

**11. INSPECTION - QUALITY**

**11.1 Inspection.** Buyer shall have the right to inspect and test the Goods at any time during manufacture, prior to shipment and/or within a reasonable time after arrival at the ultimate destination. The making or failure to make any inspection or payment for the Goods, shall in no way impair Buyer's right to reject or revoke its acceptance of nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Supplier shall pay the cost of inspecting and testing of Goods rejected as not conforming to the Order and all transportation and handling charges thereon.

**11.2 Quality.** When requested by Buyer, Supplier shall promptly submit real-time production and process data ("Quality Data") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("Supplier's Quality System") covering the Goods and/or Services provided hereunder that is acceptable to Buyer and its customer and complies with Buyer's quality policy, quality requirements in the Agreement and/or other quality requirements that are otherwise agreed to in writing by the parties ("Quality Requirements"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under the Agreement, including Supplier's obligations regarding its sub-suppliers and subcontractors. If Supplier's Quality System fails to comply with the Terms of the Agreement, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet the Quality Requirements. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer for the longer of: (a) three (3) years after completion of an Order; (b) such period as set forth in the Order or the specifications applicable to an Order; or (c) such period as required by applicable law. If Supplier is not the manufacturer of the Goods, Supplier shall certify the traceability of the Goods to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Goods, Supplier shall not ship such Goods to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of an Order.

**11.3 Product recall.** If a recall is required by applicable law, or Buyer or Supplier reasonably determines that a recall is advisable based on the fact that the Goods create a potential safety hazard, the parties shall promptly communicate such facts to each other. At Buyer's request, Supplier shall promptly develop a corrective action plan, which shall include all actions required to recall and/or repair the Goods and any actions required by applicable law ("Corrective Action Plan") for Buyer's review and approval. At Buyer's election, Buyer may develop the Corrective Action Plan. Supplier and Buyer agree to cooperate and work together in good faith to ensure that the Corrective Action Plan is acceptable to both parties. In no event shall Buyer and Supplier's failure to agree on the Corrective Action Plan delay the timely notification of a potential safety hazard to users of the Goods or cause either party to be non-compliant with applicable law. Supplier and Buyer shall cooperate with and assist each other in any corrective actions and/or filings. To the extent a recall is determined to have been caused by a defect, non conformance or non-compliance, which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (i) investigating and/or inspecting the affected Goods; (ii) notifying Buyer's customers; (iii) repairing, repurchasing, replacing, packing and shipping the recalled Goods; and (iv) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such recall or potential safety hazards, except where such consultation would prevent timely notification required by law.

**12. BUYER'S PROPERTY**

The entrustment to Supplier of possession of goods and materials owned by Buyer ("Buyer's Property"), pursuant to this Agreement, is for the sole purpose of allowing work to be performed on or with Buyer's Property and does not transfer, ownership, title, right or any other interest in Buyer's Property. Buyer's Property shall be accepted by Supplier "AS IS" basis without any implied or express warranties whatsoever and be used by Supplier at its own risk. Supplier shall: (i) keep Buyer's Property free of encumbrances and insured at its expense at an amount equal to the replacement cost thereof; (ii) mark and keep separate Buyer's Property from its own goods; (iii) use Buyer's Property only to execute the Agreement; (iv) use it in accordance with the user manual and/or Buyer instructions for use, as the case may be; (v) return such property in the same condition as originally received by Supplier, reasonable wear and tear excepted. Supplier agrees that Buyer's Property shall not be subject to any lien or possessory interest of any third-party and to

indemnify and hold harmless Buyer from any damages, costs and expenses, including reasonable attorney fees, incurred by Buyer, resulting from (a) a transfer by Supplier of; or (b) any third-party claim to, any interest in Buyer's Property entrusted to Supplier pursuant to this Agreement. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods that are substantially similar to, or which reasonably can substitute for or repair, a Good, Buyer, in any adjudication or otherwise, Buyer may require Supplier to establish by clear and convincing evidence that neither Supplier nor any of its Personnel used, in whole or in part, directly or indirectly, any of Buyer's Property, in such design or manufacture of such goods.

### **13. INTELLECTUAL PROPERTY**

**13.1 General.** Buyer hereby grants a non-exclusive, non-assignable, non-sublicensable, royalty-free license, which is revocable with or without cause at any time, to Supplier to use any information, drawings, specifications, computer software, know how and other data furnished or paid for by Buyer hereunder for the sole purpose of providing the Goods and Services that Supplier provides to Buyer pursuant to the Agreement. The parties agree that each party exclusively owns all intellectual property it had prior to the commencement of any work under the Agreement. However, Buyer shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier's performance under the Agreement, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, "Buyer's IP Rights"). All such intellectual property that is protectable by copyright shall be considered "work(s) made for hire" for Buyer (as defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Supplier shall give Buyer "first owner" status related to the work(s) under local copyright law where the work(s) was created. If by operation of law, any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such intellectual property to Buyer.

**13.2 Buyer proprietary information.** Data, drawings, specifications, or other technical or commercial information furnished directly or indirectly, in writing or otherwise, to Supplier by Buyer pursuant to the Agreement shall not be construed as granting any rights whatsoever, express or implied, under any patents or other intellectual property right of Buyer.

**13.3 Embedded Software.** To the extent any Goods contain any software necessary for operation of Goods and embedded in and delivered as an integral part of Goods ("Embedded Software") that is not Buyer's property, no title to such Embedded Software shall pass to Buyer, and Supplier shall grant Buyer, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software as an integral part of such Goods or for servicing the Goods. If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier shall obtain such license from such third party owner.

**13.4 Patent infringement.** To the extent the Goods are not manufactured pursuant to a detailed design originated by Buyer, Supplier agrees to indemnify and hold harmless, Buyer, its successors, assigns, customers, and users of the Goods described herein against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letters patent granted by local government relating to the Goods and any apparatus or equipment furnished by Supplier hereunder. Supplier agrees that it will assume the defense or any and all such suits and pay all costs and expenses incidental thereto. Supplier shall, at its own expense, either procure on the benefits of Buyer an irrevocable, royalty-free license to continue using such Goods or, with Buyer prior written approval, replace the Goods with substantially equal but non-infringing goods or modify them so they become non-infringing, provided that no such replacement or modification shall in any way amend or relieve Supplier of its warranties and guarantees set forth in the Agreement.

### **14. CONFIDENTIALITY**

All information and data exchanged between the parties (the "Confidential Information"), shall be considered and treated as strictly confidential. The party receiving Confidential Information (the "Receiving Party") shall (i) retain such information in strict confidence, (ii) use such information only in connection with performing its obligations under the Agreement, (iii) not disclose to any third party, or transfer directly or indirectly, any Confidential Information as otherwise agreed to in writing by the party disclosing the Confidential Information (the "Disclosing Party"), and (iv) limit access of the Confidential Information to such of its employees, agents, or other representatives ("Personnel") or Affiliates who require such information in furtherance of this Agreement, and who have been, prior to any disclosure, informed

of, and have agreed to abide by, the confidentiality obligations stated in this Section. The Receiving Party shall be responsible for any breach of the foregoing restrictions by any of its Personnel or Affiliates. The Receiving Party shall immediately notify the Disclosing Party in writing of any misuse, disclosure or misappropriation, known or suspected, of the Disclosing Party's Confidential Information as soon as the Receiving Party is aware of such misuse, disclosure or misappropriation of the Confidential Information. In such case, the Receiving Party shall use any reasonable means to cooperate with the Disclosing Party to enable it to retrieve its Confidential Information. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose Confidential Information (i) if legally required to do so, provided that the Receiving Party shall have promptly notified the Disclosing Party, unless such notice is prohibited by law, of any judicial, administrative or other legal process purporting to require disclosure and shall have reasonably cooperated with the Disclosing Party's attempts, at the Disclosing Party's expense, to participate in such process for the purpose of preventing or limiting the disclosure, and (ii) as necessary to perform its obligations under this Agreement, including the disclosure of such Confidential Information, after prior written agreement of the Disclosing Party, to end user(s) of the Goods as required in connection with such end user's ownership, operation and maintenance of the Goods. Upon termination of the Agreement, the Receiving Party agrees to return to the Disclosing Party or destroy all writings or other materials containing, referring to, or summarizing Confidential Information. For greater certainty, Supplier shall not publish or disseminate any information, whether confidential or not, related to the Agreement on social networks, web, magazines, and any type of medium, as well as using the name and/or logos related to Veolia, Veolia's customers, or Veolia's partners, without an express and prior written authorization from Buyer. Supplier shall not be entitled to use, dispose of, disclose, publish, and reproduce such Confidential Information during and for a period of ten (10) years after the expiry of the Agreement.

### **15. INSURANCE**

**15.1. Insurance coverage.** Unless otherwise stated in the Order, Supplier shall provide and maintain at its cost, for the duration of the Agreement and for a period of six (6) years from the date of delivery of the Goods or performance of the Services, or until the fulfillment of its obligations whichever comes the latest, through insurers with a minimum A.M. Best rating of A- VII or S&P A or equivalent and licensed in the jurisdiction where the Goods are delivered and/or where Services are performed, for insurance including: (a) a general liability insurance, in the minimum amount of EUR €5,000,000.00 per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in the Agreement; (b) insurance in respect of the Goods until the end of the warranty of such Goods and (c) any other insurance that may be required in form and amount which, in Buyer's opinion, are adequate to perform the Agreement. Supplier shall indemnify and hold Buyer harmless from and against all claims, losses, damages or expenses of any nature whatsoever caused by or in connection with the Goods supplied, Services performed, performance of or any failure to meet its obligations under the Agreement by Supplier exceeding Supplier's insurance coverage limits provided.

**15.2. Insurance certificates.** Supplier shall submit to Buyer, upon request, detailed insurance certificates or any other documents demonstrating that the required insurance policies are in place. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements or any other obligations set forth herein. If Supplier fails to provide the required insurance cover in accordance with the Agreement, or fails to provide satisfactory evidence of this cover, Buyer may at its option take out the relevant cover in the name of Supplier and the Price shall be adjusted accordingly.

**15.3. Deductibles.** The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier.

### **16. FORCE MAJEURE**

For the purposes of this Agreement, a "Force Majeure Event" means any event or circumstance which (i) was unforeseeable or was not already in existence as of the date of issuance of the Order, (ii) is beyond the reasonable control of the party affected by it, occurring through no fault of such party and (iii) could not have been avoided, prevented, provided against or overcome by exercising reasonable care and/or diligence or by making commercially reasonable alternative arrangements. Examples of Force Majeure Events include, but are not limited to: a) natural catastrophes such as hurricanes, tornados, typhoons, earthquakes, floods or fires; b) acts

of terrorism, war, hostilities, invasions, insurrections, riots, terrorism, vandalism, sabotage, epidemics or pandemics; c) restraints by any public authority or governmental agency; d) strikes or other labor disturbances which are the result or part of a general industry labor strike or disturbance; or e) embargoes, acts of any person or entity engaged in subversive activity. Neither party shall be liable for any delay in performing, or failure to perform its obligations hereunder if such delay or failure solely and directly results from a Force Majeure Event, provided the party affected by it has given written notice to the other party within 10 days from the commencement of the Force Majeure Event, specifying i) the obligations, the performance of which is or will be delayed or prevented, and ii) any contemporary records and other supporting particulars which substantiate the occurrence and effects of the Force Majeure Event on the affected party. The parties shall meet as soon as reasonably possible after receipt of such notice to discuss in good faith of the measures to be taken to mitigate the effects of the Force Majeure Event. If the period of suspension lasts longer than thirty (30) days, then the unaffected party may at any time terminate this Agreement immediately without penalty, liability or further obligation.

### **17. ASSIGNMENT AND SUBCONTRACTING**

Supplier shall in no event assign, delegate, subcontract, or transfer (including by change of ownership or control, by operation of law or otherwise) the Agreement or any of its rights or obligations thereunder, without Buyer's prior written consent. Should Buyer consent to Supplier's assignment, Supplier shall ensure that such assignee or subcontractor shall be bound by the terms of this Agreement and Supplier shall remain fully responsible and liable for the performance of all obligations under this Agreement. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

### **18. GOVERNMENT CONTRACTS**

If Supplier is located in the United States, Supplier hereby agrees to comply with the provisions of the equal opportunity clause of Executive Order 11246 which are incorporated by reference herein. Supplier also agrees to comply with the requirements of the affirmative action clauses set out at 41 C.F.R. 60-250.4 and 41 C.F.R. 60-741.4, which are incorporated by reference herein. These Equal Employment Opportunity and Affirmative Action clauses are binding where applicable.

### **19. NON-SOLICITATION/NON-COLLUSION**

**19.1 Non-solicitation.** During the provision of Services, work on or shipment of the Goods which is the subject of this Order, and for a period of twelve (12) months following completion of such Services, work on the Goods or shipment of the Goods, neither Supplier nor any of its Affiliates may, without the prior written consent of Buyer, directly or indirectly, entice or solicit an employee of Buyer who is engaged in performing work in connection with the Order, to cease employment with Buyer. Nothing in the foregoing provision prevents Supplier from (a) advertising publicly to recruit employees in any capacity; or (b) interviewing with or offering employment to any employee of Buyer, who first applied for a publicly advertised position with Supplier, and recruiting such employee after the employee becomes free of any covenants that may have survived the contract or relationship of employment with Buyer.

**19.2 Non-collusion.** Supplier represents and warrants that Supplier has not and will not, directly or indirectly, enter into any agreement, participate in a collusion or otherwise take any action in restraint of free or competitive bidding, including, but not limited to, any offer or promise of future business opportunity by or for any bidders associated with this Agreement.

### **20. RECORDS AND AUDIT RIGHTS**

**20.1 Records.** Supplier shall maintain in accordance with generally accepted accounting principles, quality standards and industry practices, accurate and complete books and records, findings, metrics and other documentation (both physical and electronic) as well as an inspection and process control system covering any Services provided hereunder that is necessary to enable Supplier to demonstrate Supplier's full compliance with this Agreement (the "Audit Materials"). Supplier acknowledges that Audit Materials encompass materials pertaining both to Supplier's accounting/billing practices and its performance of its obligations under this Agreement, including, its compliance with Buyer's policies and applicable laws. Supplier shall retain the Audit Materials for the later of: (i) the term of the Agreement and for a period of three (3) years after termination of the Agreement; (ii) resolution of any dispute in which the Audit Materials are relevant; and (iii) any additional time required by any governmental, judicial or regulatory authority (the "Retention Period").

**20.2 Audit.** Upon Buyer's written request during the Retention Period, Supplier shall allow Buyer (directly and/or through third-parties) to audit and inspect Supplier's facilities and Audit Materials, as well as to copy any documentation related to Supplier's performance of its obligations under the Agreement or other applicable legal requirements. Each party shall bear its own costs and expenses associated with this audit. However, if an audit reveals an overpayment, overcharge, or quantitative discrepancy of



three percent (3%) or more, Supplier shall promptly reimburse Buyer for both the full amount of such overpayment and all audit-related expenses incurred by Buyer. Such reimbursement shall be made either as a credit on Buyer's next invoice or, if no subsequent payment is due to Supplier, by direct payment to Buyer. All audit activities shall be conducted in a manner that minimizes disruption to Supplier's normal business operations.

**21. CYBERSECURITY FOR GOODS WITH EXECUTABLE BINARY CODE**

Supplier undertakes that all Goods that include executable binary code shall comply with the Product Cybersecurity Appendix found at <https://www.watertechnologies.com/Supplier-documents>.

**21.1 Disabling Devices.** In addition, Supplier shall deliver and maintain the Services and deliverables and Goods free from all disabling devices. For the purposes of this Agreement, "Deliverables" shall mean any tangible and intangible goods, services, materials, work products, outputs, or results that are to be provided, developed, produced, or delivered by Supplier to Buyer under this Agreement and "Disabling Device" shall mean any software, hardware, device, technology or other means, the purpose or effect of which is to: (A) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (B) prevent Buyer or any authorized user from accessing or using the Services as intended by this Agreement, and includes any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector or other limiting design, instruction or routine that could, if triggered, erase data or programming or cause the resources to become inoperable or otherwise incapable of being used in substantially the same manner for which such resources were intended to be used. In addition to Buyer's other rights and remedies under this Agreement or otherwise at law or in equity, Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes applicable to the Deliverables (collectively, "Revised Code") which prevents a breach of any of the warranties provided under this Agreement or corrects a breach of such warranties. Revised Code contained in Deliverables shall also be deemed to be a Deliverable.

**21.2 Materials and Underlying Licenses.** "Materials" includes, but is not limited to the following: systems; software, code, tools and tooling, mechanisms; mask works; compositions of matter, processes, ideas, inventions, know-how, trade secrets, developments, discoveries and improvements, data, textual matter, forms, lists, photographs, illustrations, audio and/or video, compilations of data and other content, designs, specifications, schematics, work and process flows, plans, models, prototypes, methodologies, interfaces, "look and feel," packaging, research, analyses, reports, procedures, techniques, and identifiers such as domain, business and/or product names, marks, logos, URL's, user and account names, social media presences and the like. "Open Source Materials" or "OSM" means any Materials that are distributed as "open source software" or "freeware" or are otherwise distributed publicly or made generally available in source code form. "Third Party Materials" or "3PM" means Materials the rights to which are owned in whole or in part by one or more third-party individuals or entities (and not by either party or its designees). "Underlying License" means any and all terms which are legally applicable to the use, disclosure, modification, incorporation, distribution (or other exercise of Intellectual Property Rights) in OSM or 3PM.

**21.3 OSM and 3PM Disclosure, Approval, and Compliance.** With Buyer's prior written approval, Supplier may provide any Deliverable to Buyer which uses or incorporates OSM or 3PM (or depends in any way upon OSM or 3PM) so long as: (a) Supplier cooperates with Buyer's security and proprietary rights assessments concerning OSM and 3PM; (b) Supplier validly holds and is in compliance with all Underlying Licenses necessary to use or incorporate the OSM or 3PM as specified in the Order; and (c) Supplier agrees, upon Buyer's request, to allow Buyer (or an approved third party inspector paid for by Supplier) to examine any Deliverable for OSM or 3PM, and provides Buyer with any related necessary assistance. If any 3PM incorporated into a Deliverable is not commercially available as a separate product offering, Supplier agrees to obtain for Buyer an Underlying License conveying a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid-up, sublicensable (through all tiers) right which allows Buyer and its authorized designees to use the 3PM as incorporated, at no additional charge to Buyer. Supplier shall be responsible at its sole expense for remediating any technical or legal issues experienced by Buyer in connection with the use or incorporation of OSM or 3PM (including, but not limited to removing any OSM or 3PM incorporated without Buyer approval; reperforming Services or Deliverables; reimbursing Buyer for losses, costs and other direct damages related to the OSM or 3PM; and/or undertaking the fulfillment of obligations that might be imposed on Buyer by any applicable OSM or 3PM Underlying Licenses, or resolving conflicts among them).

**21.4 Compliance with the Cyber Resilience Act.** For

all Goods incorporating digital elements within the meaning of Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements ("CRA"), Supplier warrants and undertakes that:

- (a) Security by design. All Goods are designed, developed and produced in accordance with the essential cybersecurity requirements set out in Annex I to the CRA and are placed on the market without known exploitable vulnerabilities, in accordance with Article 13(1) CRA;
- (b) Security updates. Supplier shall make security updates available free of charge for a minimum period of five (5) years from the date of delivery of the Goods, or for the expected product lifetime if shorter, in accordance with Article 13(8) CRA. Security updates shall be made available in a manner that allows Buyer to deploy them effectively and promptly. Supplier shall provide advance notice to Buyer of any decision to discontinue security support prior to the expiry of the above period;
- (c) Vulnerability disclosure and notification. Without prejudice to its obligations under Article 21bis.3 of this Agreement, Supplier shall, upon becoming aware of any actively exploited vulnerability affecting any Good supplied under this Agreement, notify the relevant national computer security incident response team ("CSIRT") and ENISA without undue delay and in any event within twenty-four (24) hours of such awareness, in accordance with Article 14 CRA. Supplier shall simultaneously notify Buyer of such vulnerability, providing details of the vulnerability, its potential impact on Buyer's systems, and the corrective measures being implemented or planned;
- (d) Technical documentation and conformity. Supplier shall maintain up-to-date technical documentation and a valid EU Declaration of Conformity for all Goods subject to the CRA, in accordance with Articles 28 to 32 CRA, and shall make such documentation available to Buyer upon request;
- (e) Coordinated vulnerability disclosure. Supplier shall implement and maintain a documented policy for coordinated vulnerability disclosure in accordance with Article 13(6) CRA, and shall make information on the policy available to Buyer upon request.

**21bis. CYBERSECURITY — NIS2 COMPLIANCE AND SUPPLY CHAIN SECURITY**

**21bis.1 Acknowledgment of Regulatory Context.** Supplier acknowledges that Buyer may qualify as an essential entity or an important entity within the meaning of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union ("NIS2 Directive"), in particular as an operator of critical infrastructure in the water sector. Supplier further acknowledges that Buyer is required, pursuant to Article 21(2)(d) of the NIS2 Directive, to address security in supply chain relationships, including imposing appropriate cybersecurity requirements on its suppliers of products and services.

**21bis.2 Supplier Cybersecurity Obligations.** Supplier shall implement and maintain appropriate and proportionate technical and organisational cybersecurity measures, commensurate with the risks posed by the Goods and/or Services provided under this Agreement, including as a minimum: (a) policies and procedures for risk analysis and information systems security; (b) measures ensuring the ability to handle incidents, including business continuity and disaster recovery measures appropriate to the nature of the Goods and/or Services; (c) supply chain security measures, including security requirements applicable to Supplier's own sub-suppliers and sub-processors; (d) measures relating to the security of network and information systems throughout their lifecycle, including policies on the use of cryptography and encryption where appropriate; (e) policies on access control and asset management, including management of vulnerabilities in hard- and software. Supplier shall, upon Buyer's reasonable request, provide documentary evidence of the cybersecurity measures implemented, including through completion of a self-assessment questionnaire or participation in an audit conducted by or on behalf of Buyer.

**21bis.3 Notification of Cybersecurity Incidents.** Supplier shall notify Buyer of any significant cybersecurity incident affecting its networks, information systems, products or services that could impact the security or continuity of the Goods and/or Services provided to Buyer under this Agreement. Such notification shall be made without undue delay and in any event within twenty-four (24) hours of Supplier becoming aware of such incident. The notification shall include:

- (a) a description of the nature and scope of the incident, including the systems, services and data potentially affected;
  - (b) an initial assessment of the impact on Buyer and on the Goods and/or Services;
  - (c) the corrective and mitigating measures taken or planned.
- Supplier shall provide Buyer with timely updates as additional information becomes available and shall cooperate fully with Buyer in the management and remediation of such incident. Supplier shall further assist Buyer in meeting any reporting obligations that Buyer may have under applicable law, including under the NIS2 Directive.

**21bis.4 Cybersecurity Assessments.** Supplier shall, upon Buyer's reasonable written request, participate in cybersecurity assessments or provide a third-party security audit report (such as ISO 27001 certification, SOC 2 Type II report, or equivalent) demonstrating the adequacy of its cybersecurity measures. Such assessments shall be conducted in a manner that minimises disruption to Supplier's normal business operations.

**21bis.5 Sub-supply Chain.** Supplier shall impose cybersecurity requirements equivalent to those set out in this Article on its own sub-suppliers and subcontractors involved in the delivery of Goods and/or Services to Buyer and shall remain fully liable for their compliance with such requirements.

**21bis.6 Integration with Product Cybersecurity Appendix.** The Product Cybersecurity Appendix referenced in Article 21 of this Agreement is incorporated by reference herein and forms an integral part of this Agreement. Supplier confirms that it has read and agrees to comply with the version of the Product Cybersecurity Appendix in effect at the date of the Order. Any modification to the Product Cybersecurity Appendix shall require Buyer's prior written consent to be enforceable against Buyer. In the event of any conflict between the Product Cybersecurity Appendix and this Article 21bis, this Article 21bis shall prevail.

**22. SUSTAINABLE DEVELOPMENT**

Buyer applies a sustainable development policy which aims to promote human rights, to facilitate social welfare and to preserve the environment. In this context, Supplier undertakes to strictly adhere to applicable regulations and the standards fixed by Buyer, with regard to Sustainable Development, the declaration of commitment to Diversity and in the declaration of Commitment to accident Prevention and Health & Safety. Compliance with this sustainable development clause constitutes one of the essential obligations of any Order entered into.

**22.1 Respecting ethics and labor law regulations.** Supplier undertakes to comply with the Universal Declaration of Human Rights and the United Nations Convention on the Rights of the Child, as well as the International Labour Organization conventions. Supplier further undertakes to comply with all the applicable labour law regulations, including regulations governing undeclared work, child labour, forced labour and labor union rights (i.e., Collective Bargaining Agreements). Supplier undertakes to comply with the Prevention, Health & Safety policy in effect at Buyer, in particular as regards the safety regulations applicable in the workplace, to deliver Goods and Services in conditions that do not compromise the health and safety of its own employees as well as to the employees of Buyer, and to strive to continue to improve the health and working conditions of its employees. Supplier undertakes to comply with the principles of the Diversity Action Plan implemented at Veolia, which is based on the principle that promoting pluralism and the search for diversity via recruitment and career management is a progress factor for the company. Supplier undertakes to comply with all applicable legislation concerning non-discrimination, whether direct or indirect (within the framework of its internal management, and in particular in terms of human resources, at each stage of the assignments entrusted to it by Buyer), and ensure that its Personnel are familiar with and promote the principles of non-discrimination. Supplier also undertakes to ensure that its own suppliers and subcontractors undertake the same obligations.

**22.2 Protection of the environment.** Supplier undertakes to engage in strict adherence to regulations relating to the protection of the environment and to implement any and all action(s) necessary to reduce its impact on the environment, in particular via the reduction of its consumption of energy and primary resources; the reduction of waste introduced into water, the air or the ground; the elimination of accidental pollution/contamination; the reduction of waste generated by its activity and the traceability of its elimination; controlling the impact and emission of substances that are dangerous for the environment and for health. Supplier also undertakes not to use any subcontractors who do not agree to adhere to these obligations.

**22.3 Monitoring of the actions taken by Supplier.** Supplier undertakes to inform Buyer regarding the current state of progress of its actions in terms of sustainable development and to update this data on a yearly basis. Within the framework of the steps taken by Buyer to evaluate sustainable development actions implemented by its suppliers, Supplier agrees to be evaluated and undertakes to make available to Buyer all the information and resources which may be required to ensure compliance. Supplier also undertakes to take into account recommendations made following such evaluations, and to take any and all action(s) necessary to ensure compliance and/or improvement.

**23. ANTI-CORRUPTION COMPLIANCE**

In performing this Agreement, the parties hereby undertake to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering, that may in particular entail a public contract debarment, including the 1977 Foreign Corrupt Practices Act of the United States, the 2010 UK Bribery Act and the 2016 French anti-corruption law "Sapin". Supplier undertakes to put in place and

implement all necessary and reasonable policies and measures to prevent corruption. Supplier declares that, to its knowledge, its legal representatives, directors, employees, agents, and anyone performing Services for or on behalf of Buyer pursuant to this Agreement, do not and will not, directly or indirectly, offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public national or international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Buyer or to gain any advantage in the conduct of business for Buyer. Supplier agrees to notify any breach of any term of this clause, to Buyer within a reasonable time. If Buyer notifies Supplier that it has reasonable grounds to believe that Supplier has breached any term of this clause: (a) Buyer is entitled to suspend performance of this Agreement without notice for as long as Buyer considers necessary to investigate the relevant conduct without incurring any liability or obligation to Supplier for such suspension; (b) Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct. If Supplier breaches any term of this clause, Buyer may immediately terminate this Agreement without notice and without incurring any liability. Supplier shall indemnify Buyer, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by Buyer arising out of such breach. If Supplier gives or offers to give a bribe, gift, gratuity or commission as an inducement or reward to any person (i) for doing or for bearing to do any acting in relation to the Agreement or (ii) for showing or forbearing to show favor of disfavor to any person in relation to this Agreement, then Buyer may immediately terminate the Agreement in accordance with Section 28.2.

**24. COMPLIANCE WITH LAWS - SANCTIONS - EXPORT CONTROL AND TRADE LAWS**

Supplier represents and agrees that the Goods and/or Services herein described have not been and will not be manufactured, sold, provided, priced or transported in violation of any foreign, federal, state, or local law, or any lawful order, rule or regulation issued thereunder, including but not limited to US, UK, and EU Export Control laws and regulations, and US, UK and EU Sanctions. For the avoidance of doubt, “Sanctions” shall mean the international economic and financial sanctions (i.e. trade embargoes, asset freezes and other similar restrictions on doing business with a country, territory or person) that are administered, enacted or enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), His Majesty's Treasury or any other Governmental Authority of the United States, United Nations, European Union, any member state thereof, the United Kingdom, and/or of the country of use of the Goods (the "Sanctions Authorities"). Supplier represents and warrants to Buyer that none of its Affiliates, subsidiaries, parent company, and ultimate parent company is under the scope of Sanctions, and that none of its directors, officers, and shareholders is a person that is the target of Sanctions that would prevent Supplier from performing under this Agreement in compliance with the above mentioned laws and regulations. Furthermore, Goods, Services and technical data, drawings, documents specification design and plan associated with or any derivatives therefrom, may be subject to any relevant export control or embargo laws and regulations. The parties represent and warrant that no product, service, component, spare-part, consumable and any amount arising from this Agreement will not, neither directly nor indirectly, relate to entities or natural persons located in North Korea, Iran, Afghanistan, Belarus, Cuba, Russia, Crimea, Donetsk and Luhansk regions of Ukraine, Myanmar, Syria, Transnistria, and Venezuela. Furthermore, Supplier represents and warrants that (i) it is not located and does not operate in, and will not use any goods or services from, any country or region subject to restrictions or embargoes under Sanctions (currently including North Korea, Iran, Afghanistan, Belarus, Cuba, Russia, Crimea, Donetsk and Luhansk regions of Ukraine, Myanmar, Syria, Transnistria, and Venezuela but as may evolve from time to time) and will not provide any such goods or services to any individual or entity subject to Sanctions; (ii) it is not involved whether directly or not in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, unmanned air vehicle systems, or in any other manner prohibited by the Sanctions or any applicable trade laws; and (iii) it is not prohibited in any manner from participating in transactions within the scope of this Agreement by any government agency. In case of breach of the above representations and warranties, and/or if Supplier (including any of its Affiliates) was to be the subject of Sanctions, then Supplier acknowledges and agrees that Buyer shall be entitled to immediately suspend or terminate this Agreement without incurring any liabilities whatsoever

towards Supplier. The provisions of this Section will survive the expiration or termination of this Agreement for any reason.

**25. DATA PRIVACY COMPLIANCE**

**25.1 Role Qualification.** Where, in the performance of this Agreement, Supplier processes personal data on behalf of Buyer, the parties acknowledge and agree that Buyer acts as data controller and Supplier acts as data processor within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data ("GDPR"). This Article 25 constitutes the data processing agreement required under Article 28 GDPR.

**25.2 Scope of Personal Data Processed.** The obligations set forth in this Article apply to all processing of personal data carried out by Supplier on behalf of Buyer in connection with the performance of this Agreement, including, without limitation, personal data relating to Buyer's legal representatives, directors, employees, agents, clients, end-users, and any other individuals whose data is processed in the course of delivering the Goods and/or Services, regardless of whether such individuals are directly identified in this Agreement.

**25.3 Processing Instructions.** Supplier shall:

(a) process personal data only on documented instructions from Buyer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law, in which case Supplier shall inform Buyer of that legal requirement prior to processing, unless the law prohibits such information on grounds of public interest; (b) process personal data solely for the purposes specified in this Agreement and for no other purpose; (c) immediately notify Buyer if, in Supplier's reasonable opinion, any instruction from Buyer infringes applicable data protection laws, including the GDPR.

**25.4 Confidentiality.** Supplier shall ensure that persons authorised to process personal data on behalf of Buyer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Supplier shall ensure that access to personal data is restricted to those persons who need access for the purposes of performing this Agreement.

**25.5 Security Measures.** Supplier shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR, having regard to the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:

(a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

**25.6 Sub-processors.** Supplier shall not engage any sub-processor without the prior specific written authorisation of Buyer. Supplier shall notify Buyer of any intended changes concerning the addition or replacement of sub-processors, thereby giving Buyer the opportunity to object to such changes within thirty (30) days of receipt of notice. Where Supplier engages a sub-processor, it shall impose data protection obligations equivalent to those set out in this Article on that sub-processor by way of a written contract. Supplier shall remain fully liable to Buyer for the performance of such sub-processor's obligations. Supplier shall, upon request, provide Buyer with a current list of all sub-processors engaged in processing personal data on behalf of Buyer.

**25.7 Data Subject Rights.** Supplier shall, insofar as possible, assist Buyer by appropriate technical and organisational measures in fulfilling Buyer's obligation to respond to requests by data subjects exercising their rights under Chapter III of the GDPR (including rights of access, rectification, erasure, restriction, portability and objection). Supplier shall forward any such request received directly from a data subject to Buyer without delay and, in any event, within five (5) business days of receipt, and shall not respond to such requests without Buyer's prior written authorisation, except to acknowledge receipt.

**25.8 Breach Notification.** In the event of a personal data breach within the meaning of Article 4(12) GDPR, Supplier shall notify Buyer of such breach without undue delay and in any event within twenty-four (24) hours of becoming aware of it, in order to enable Buyer to meet its own notification obligation to the competent supervisory authority within the seventy-two (72) hour deadline set by Article 33 GDPR. Such notification shall include, to the extent information is available at the time of notification:

(a) a description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(b) the name and contact details of Supplier's data protection officer or another contact point where more information can be obtained;

(c) a description of the likely consequences of the personal data breach;

(d) a description of the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where it is not possible to provide all information simultaneously, information may be provided in phases without undue further delay. Supplier shall cooperate fully with Buyer in managing and remediating the personal data breach.

**25.9 Data Retention and Deletion.** Supplier shall not retain personal data for longer than is strictly necessary for the performance of this Agreement and in accordance with Buyer's documented instructions. Upon termination or expiration of this Agreement, or upon Buyer's earlier request, Supplier shall, at Buyer's election, securely delete or return all personal data processed on behalf of Buyer, and shall securely delete all existing copies thereof, unless applicable law requires continued storage of the personal data, in which case Supplier shall inform Buyer accordingly and restrict further processing to the extent required.

**25.10 International Data Transfers.** Supplier shall not transfer personal data to any third country or international organisation outside the European Economic Area without Buyer's prior written authorisation and unless an appropriate safeguard is in place in accordance with Chapter V GDPR (Articles 44 to 49), including, as the primary mechanism, the use of Standard Contractual Clauses adopted by the European Commission. Supplier shall inform Buyer prior to any such transfer and shall provide Buyer with all information necessary to assess the adequacy and lawfulness of the transfer, including any Transfer Impact Assessment required. Supplier shall promptly notify Buyer if it becomes aware of any circumstances that may affect the adequacy of the safeguards in place.

**25.11 Assistance with Regulatory Obligations.** Supplier shall provide Buyer with all reasonable assistance, taking into account the nature of processing and the information available to Supplier, in ensuring compliance with Buyer's obligations under Articles 32 to 36 GDPR, including obligations relating to security of processing, notification of personal data breaches to supervisory authorities and data subjects, data protection impact assessments ("DPIAs"), and prior consultation with supervisory authorities.

**25.12 Records of Processing Activities.** Supplier shall maintain a record of all categories of processing activities carried out on behalf of Buyer, as required by Article 30(2) GDPR, and shall make such record available to Buyer and, where applicable, to the competent supervisory authority, upon request.

**25.13 Audit Rights.** Supplier shall make available to Buyer all information necessary to demonstrate compliance with the obligations set out in this Article and shall contribute to and facilitate audits, including inspections, conducted by Buyer or a third-party auditor mandated by Buyer, subject to reasonable prior notice and confidentiality obligations. The exercise of this right shall be without prejudice to Buyer's general audit rights under Article 20 of this Agreement.

**25.14 DPA Precedence.** In the event of any conflict between the provisions of this Article 25 and any other provision of this Agreement, the provisions of this Article 25 shall prevail to the extent necessary to ensure compliance with applicable data protection laws.

**25bis. DATA ACCESS, PORTABILITY AND CLOUD SWITCHING**

**25bis.1 Scope.** This Article applies where the Goods supplied by Supplier are connected products ("IoT Products") or where the Services include data processing or cloud services, in each case within the scope of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data ("Data Act").

**25bis.2 Access to Data Generated by Connected Products.** In accordance with Article 4 of the Data Act, Supplier shall ensure that Buyer, as user of the IoT Products, has direct, free and real-time access to the data generated by the use of such products, where technically feasible, or, at minimum, access without undue delay. Such access shall be enabled by default and by design from the point of initial deployment of the IoT Products, without requiring Buyer to request such access on a case-by-case basis.

**25bis.3 Format and Interoperability.** Data made accessible pursuant to Article 25bis.2 shall be provided in a structured, commonly used, machine-readable and interoperable format, in accordance with Article 5 of the Data Act. Supplier shall take all reasonable steps to ensure interoperability with Buyer's existing data processing systems and tools. Supplier shall not implement technical or contractual measures designed to prevent Buyer from accessing, using or sharing data generated by the IoT Products.

**25bis.4 Cloud Switching and Portability.** Where the Services include cloud or data processing services, Supplier shall facilitate switching to an alternative service provider and the effective portability of Buyer's data, in accordance with Articles 23 to 25 of the Data Act. Supplier shall:

- (a) not impose technical, contractual, commercial or other obstacles that hinder Buyer's ability to switch to an alternative provider or to retrieve and transfer its data;
- (b) ensure the complete export of all of Buyer's data in a structured, commonly used and machine-readable format within a reasonable period and, in any event, within the maximum transition period applicable under the Data Act;
- (c) not charge Buyer any fees for cloud switching or data export that exceed the costs directly attributable to such switching or export, in accordance with the applicable fee caps under the Data Act;
- (d) provide reasonable technical assistance to Buyer to facilitate the transition to an alternative provider.

**25bis.5 Prohibition on Unauthorised Data Use.** Supplier shall not use data generated through Buyer's use of the IoT Products or the Services for any purpose other than those set out in this Agreement, including for Supplier's own commercial benefit, the improvement of Supplier's competing products or services, or the development of competing offerings, without Buyer's prior written consent, in accordance with Article 4(4) of the Data Act. This prohibition shall apply during the term of this Agreement and shall survive its termination or expiration.

**25bis.6 Data Sharing with Third Parties.** Where Buyer requests Supplier to make available to a third party data generated by the IoT Products in accordance with Article 5 of the Data Act, Supplier shall comply with such request within a reasonable timeframe and shall facilitate such data sharing on fair, reasonable and non-discriminatory terms. Supplier shall not unreasonably withhold or delay its cooperation with such requests.

**26. PROGRESS PLAN - ECOVADIS ASSESSMENT**

Supplier shall implement a progress plan which will be updated, from time to time, based on information from reports, activity reviews, and any audits carried out by Buyer in accordance with Section 20. Supplier shall have an EcoVadis assessment (the "Assessment") completed at its own cost and expense by the Order with subsequent monitoring by Buyer during the term of this Agreement. Should the Assessment score not be sufficient, Supplier shall upon Buyer's request, promptly communicate the appropriate measures or policies that it has or will reasonably implement to upgrade such a score.

**27. ARTIFICIAL INTELLIGENCE**

**27.1 Scope.** This Article applies to any artificial intelligence system ("AI System") within the meaning of Article 3(1) of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 on artificial intelligence ("AI Act") that Supplier uses, deploys, integrates or supplies in connection with the performance of this Agreement, including, without limitation, generative AI systems, decision-support systems, image or sensor data processing systems, predictive maintenance systems, and any AI system embedded in the Goods.

**27.2 Prior Written Authorisation.** Supplier shall not implement, use or supply, directly or indirectly, any AI System in connection with the performance of this Agreement without Buyer's prior written consent, which may be withheld or conditioned at Buyer's sole discretion. Any request for authorisation shall specify: (a) the nature, description and functionalities of the AI System; (b) the risk classification of the AI System under the AI Act (as further described in Article 27.3 below); (c) the technical and organisational safeguards implemented; (d) the data used for training and/or inference, including details of any personal data involved.

**27.3 Risk Classification and Associated Obligations.** Supplier shall classify any AI System it uses or supplies in connection with this Agreement in accordance with the risk levels set out in the AI Act and shall inform Buyer of such classification prior to use or delivery. In particular:

- (a) Prohibited AI practices (Article 5 AI Act): Supplier warrants that no AI System used or supplied under this Agreement constitutes or involves a prohibited artificial intelligence practice within the meaning of Article 5 AI Act. Supplier shall promptly notify Buyer if it becomes aware that any AI System may be classified as a prohibited practice;
- (b) High-risk AI Systems (Article 6 and Annex III AI Act — including, in particular, AI systems intended to be used as safety components in the management or operation of critical infrastructure in the water sector): Supplier shall ensure full compliance with all applicable requirements under Articles 9 to 15 AI Act, including: (i) a risk management system established and maintained throughout the lifecycle of the AI System (Article 9); (ii) appropriate data governance and management practices for training, validation and testing datasets (Article 10); (iii) technical documentation prepared and kept up to date in accordance with Article 11 and Annex IV; (iv) automatic logging of events throughout the lifecycle (Article 12); (v) transparency and provision of instructions for use enabling Buyer, as deployer, to understand and operate the system (Article 13); (vi) design and development enabling effective human oversight by Buyer (Article 14); (vii) appropriate levels of accuracy, robustness and cybersecurity throughout the lifecycle (Article 15). Supplier shall provide Buyer, upon request, with the full technical documentation and the EU Declaration of Conformity applicable to any high-risk AI System;

(c) General Purpose AI Models (Articles 51 et seq. AI Act): Supplier shall provide Buyer with a summary of its compliance policy and the transparency elements required under the AI Act, and shall ensure that any general purpose AI model used is developed and maintained in compliance with applicable obligations under the AI Act;

(d) Limited risk AI Systems (Article 50 AI Act): Supplier shall comply with applicable transparency obligations, including ensuring that individuals interacting with the AI System are informed that they are interacting with an AI System where such information is not otherwise apparent.

**27.4 Provider and Deployer Obligations.** Where Supplier acts as a provider of a high-risk AI System within the meaning of Article 16 AI Act, Supplier assumes all obligations incumbent upon providers under the AI Act. Where Buyer acts as a deployer of a high-risk AI System supplied by Supplier within the meaning of Article 26 AI Act, Supplier shall provide Buyer with all information, technical documentation and assistance necessary to enable Buyer to fulfil its obligations as deployer, including in relation to human oversight, logging, and post-market monitoring. Supplier shall promptly notify Buyer of any change to the AI System that may affect Buyer's compliance obligations as deployer.

**27.5 Data Quality and Bias.** Supplier warrants that data used to train, validate or test any AI System used or supplied under this Agreement is relevant, representative, sufficiently complete and free from errors, in accordance with Article 10 AI Act. Supplier shall not train, fine-tune or update any AI System using personal data processed under this Agreement, or any confidential information belonging to Buyer, without Buyer's prior written consent. Supplier shall implement and maintain appropriate measures to detect, assess and mitigate algorithmic bias and inaccuracies, including systematic corrective actions in cases of identified bias or hallucination. Supplier shall notify Buyer of any material bias or accuracy issue identified in an AI System used or supplied under this Agreement without undue delay.

**27.6 Automated Decision-Making.** Where an AI System is capable of producing outputs that constitute or contribute to automated individual decision-making within the meaning of Article 22 GDPR, Supplier shall assist Buyer in implementing appropriate safeguards, including the ability to ensure meaningful human intervention and oversight by Buyer, and shall provide Buyer with all information required to fulfil its obligations under Article 22 GDPR.

**27.7 Traceability and Audit.** Supplier shall maintain logs and records of the use of AI Systems under this Agreement for the periods required under applicable law (including a minimum of six (6) months for high-risk AI Systems under Article 12 AI Act, or such longer period as may be required by sectoral legislation) and shall make such records available to Buyer upon request. Such records shall be retained in accordance with the Audit Materials retention obligations set out in Article 20 of this Agreement.

**27.8 Intellectual Property in AI Outputs.** Buyer retains all intellectual property rights in any outputs generated by AI Systems used in connection with this Agreement, in accordance with Article 13 of this Agreement.

**27.9 Regulatory Compliance Documentation.** Supplier shall provide Buyer with documentary evidence of its compliance with all applicable provisions of the AI Act and other applicable laws governing artificial intelligence upon Buyer's written request and, in any event, no later than thirty (30) days following such request.

**28. TERMINATION**

**28.1. Termination for convenience.** Buyer may, at any time by written notice, terminate this Agreement or any part hereof at its convenience. Upon receipt of such notice, Supplier shall, on the date and to the extent directed by Buyer, stop work under this Order and terminate any outstanding subcontracts to the extent they relate to the terminated Goods and/or Services. Upon such termination, Buyer and Supplier shall negotiate the termination costs, which shall only include Supplier's reasonable, direct and documented costs that have necessarily been incurred as a direct result of such termination, and Supplier's actual termination charges for unavoidable commitments specifically related to this Order. These termination costs shall be Buyer's sole liability and Supplier's sole remedy for the termination for convenience. In no event shall such termination charges include any costs or expenses with respect to goods which are Supplier's standard stock. Any Supplier claim for such costs shall include relevant documentation supporting such claim and shall be deemed waived unless asserted within seven (7) days from Supplier's receipt of Buyer's termination notice.

**28.2 Termination for default.** Buyer may, by written notice, terminate all or part of this Agreement, if Supplier (i) fails to deliver the Goods or Services in accordance with the delivery schedule or the quality requirements, (ii) fails to make progress which, in the judgment of Buyer, endangers performance of this Agreement, or (iii) fails to comply with any of the other provisions of this Agreement. Such termination shall become effective if Supplier does not cure such failure within thirty (30) days (or any other cure period the parties may otherwise mutually agree on) of receiving Buyer's written notice of default. Notwithstanding anything to the

contrary, Buyer's termination shall become effective with immediate effect upon Supplier's receipt of Buyer's written notice of default for any Supplier's material breach under this Agreement, especially arising out or in connection with "Confidentiality", "Intellectual Property" "Anticorruption Compliance" and "Compliance with laws" provisions. This termination will be made without prejudice to Buyer's rights to damages, including but not limited to indemnification for any excess costs for securing the manufacture, delivery or performance by any third party of such Goods and/or Services and all other costs in excess of the Price, plus any damages arising from Supplier's default. Supplier shall continue performance of the related Order to the extent not terminated by Buyer.

**28.3 Termination for insolvency.** Without prejudice to mandatory applicable law, if: Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, liquidation, administration, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate the Agreement without liability, except for the Goods and/or Services completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Price).

**28.4. Remedies.** Notwithstanding anything herein to the contrary, Buyer's remedies mentioned hereunder are in addition to and not in exclusion of any other remedies of Buyer for Supplier's default, whether expressed herein or otherwise provided by law. Buyer shall not be liable for Supplier's consequential, incidental or punitive damages, or any indirect losses or damages, for any breach of this Agreement. Buyer's remedies for Supplier's breach of the Terms of this Agreement shall include any remedy available to it under the law applicable to this Agreement, including, but not limited to, damages, costs and attorneys fees incurred by Buyer to enforce the Terms of this Agreement.

**29. INDEMNIFICATION**

Supplier shall defend, indemnify and hold harmless Buyer, its Affiliates, its customers and the users of the Goods or Services provided hereunder, from and against all claims, legal actions, settlements, liabilities, losses, damages, judgment, fines, penalties and expenses of any nature (including attorney fees and court costs) arising from, relating to, or as a consequence of, bodily injury, including death, to any person whomsoever or damage to any property whatsoever caused by any defect in the Goods or Services supplied hereunder, any breach of any of the Terms of this Agreement, any breach of any express or implied warranty with respect to the Goods or Services, or any acts or omissions of Supplier, its agents or employees in the performance of its obligations. In addition, Supplier shall indemnify, defend, release and hold Buyer and its Affiliates harmless from and against any claims arising out of employment or labor claims or proceedings initiated by Supplier's Personnel against or involving Buyer. Supplier further agrees to indemnify Buyer for any attorneys' fees or other cost Buyer incurs to enforce its rights hereunder.

**30. GOVERNING LAW AND JURISDICTION**

**30.1 Governing law.** Unless otherwise set forth in the Order, this Agreement shall be governed by and construed according to the laws of the country specified in Buyer's address, without giving effect to the conflict of law provisions of such country.

**30.2 Dispute resolution.** Unless otherwise set forth in the Order, and except for any injunctive relief, all disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of the country specified in Buyer's address.

**30.3 Specific jurisdictions.** Notwithstanding Sections 30.1 and 30.2 and unless otherwise set forth in the Order: (a) When Buyer is located in the United States, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. The parties further agree that any action, disputes or proceedings between the parties arising directly or indirectly from this Agreement shall be exclusively submitted to and heard in the competent courts of New York County, New York. The parties hereby further consent to the jurisdiction and venue of the Supreme Court of New York and the United States District Court of the Southern District of New York for the adjudication of any civil action asserted pursuant to this Agreement. (b) When Buyer is located in Oman, Qatar, Egypt, the United Arab Emirates, Bahrain, Algeria, Kuwait, South Africa, and the Kingdom of Saudi Arabia, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its conflict of law provisions. All disputes or proceedings arising directly or indirectly from this Agreement shall be exclusively submitted to the competent courts of England.

**30.4 Waiver and legal remedies.** The parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any objection to the jurisdiction of these courts and agree not to plead or claim *forum non conveniens* or any similar doctrine. Notwithstanding the above, either party may seek interim injunctive relief in any court of competent jurisdiction where necessary to protect its rights

pending resolution of the dispute. In the event of any litigation between the parties resulting from an alleged breach of this Agreement, the prevailing party, as determined by the competent court shall be entitled to recover from the non-prevailing party, all reasonable costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees, court costs and other legal expenses.

### **31. MISCELLANEOUS**

**31.1 Entire Agreement.** This Agreement, together with any supplements that are made a part hereof, shall constitute the entire agreement between the parties hereto, and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

**31.2 Non-waiver.** Failure of Buyer to insist upon strict performance of any of the Terms of this Agreement, failure or delay in exercising any rights or remedies provided herein or by law or to properly notify Supplier in the event of breach, or acceptance of or payment for any Goods and/or Services hereunder, or approval of design, shall not release Supplier of any of its warranties or obligations of this Agreement and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such Goods and/or Services, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by Buyer operate as a waiver of any of the Terms hereof.

**31.3 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**31.4 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the mail, by registered or certified mail.

**31.5 Survival.** Notwithstanding any expiration or termination of this Agreement, any provisions which by their nature are intended to survive, shall continue in full force and effect.

**31.6 Independent contractors.** This Agreement excludes any legal association, subordination, partnership, joint venture, or fiduciary relationship between the parties. Neither party has the right, power, or authority, to create any duty or obligation on behalf of the other party, to bind the other party to any agreement, or to represent itself as an agent of the other party. Each party remains solely responsible for its own acts, omissions, and obligations.

**31.7 Advertising.** Supplier shall not release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless prior written approval is received from Buyer.

**31.8 Third Party Rights Exclusion.** This Agreement does not confer any rights, under or in connection with it, on any person or third party, whether under the Contracts (Rights of Third Parties) Act 1999 or any local law or local case-law, and no term of this Agreement is enforceable by any such person or third party.

**31.9 Amendments.** Subject to these Terms, any amendments to the Agreement shall only be valid and effective upon a written instrument signed by both parties' authorised signatories.