

Article 1 – GENERAL

1.1 The purpose of these General Conditions of Purchase (hereinafter, the “GCP”) is to define the terms and conditions that apply to any order (hereinafter, the “Order”) for Products or Services placed, for the first part, by the legal entity issuing the Order (hereinafter, the “Client”), with, for the second part, a supplier (hereinafter, the “Supplier”). The Client and the Supplier are hereinafter jointly referred to as the “Parties” and individually, as a “Party”.

Definitions:

Affiliate: means any current or future legal entity in which EDF RENOUEVABLES SA directly or indirectly holds an interest.

Background Intellectual Property: means all knowledge, documents, know-how, software, data, databases, specifications, studies, plans, diagrams, drawings, formulae, calculation codes, scientific applications, tests, processes, trade secrets and, in general, all information in any form whatsoever, whether or not they are protected or can be protected by intellectual property rights (in particular patents, designs and models, copyrights), held by each Party prior to the date of entry into force of the Order or subsequently developed or acquired by such Party independently of the fulfilment thereof.

Confidential Information: means any information or other data disclosed in any form whatsoever (and in particular orally, in writing or electronically) of a scientific, technical, technological, industrial, social, commercial, financial, legal or any nature whatsoever, relating to the Client, its Affiliates, their technology, their activity, any document constituting the Order or submitted for this purpose (including in particular the Client’s data transmitted for the purpose of carrying out the Order), any amendments thereto, as well as any information explicitly subject to restricted distribution by the Client, whether or not such information or data is protected by intellectual property rights, including in particular any plans, drawings, specifications, processes, know-how, methods, studies, software or software packages, client or partner names.

Deliverable: means the reports, studies, plans, models, drawings, files and other documents designed and/or produced by the Supplier in the performance of the Order, whether in written, electronic or any other form.

Particular Conditions: means the contractual provisions specific to an Order; the Particular Conditions may supplement and/or modify the provisions of the GCP.

Products: means the equipment including components, parts, spare parts, materials and/or consumables and/or products as well as the associated Deliverables to be supplied by the Supplier under the Order.

Results: means all knowledge, information or results, whether patentable or not, methods, know-how, data, software, and all documents (in particular all databases or other forms of data collection, all reports, plans, drawings, specifications, formulae, calculation codes, scientific applications, tests, processes), whatever the medium (in particular paper or digital) created or generated during the performance of the Order, including the Deliverables.

Services: means, in a generic and non-limitative manner, all services and/or works, including studies and all intellectual services, performed by the Supplier under the Order.

1.2 Unless the Client grants a written exemption, these GCP shall form an integral part and shall apply as of right to any Order placed by the Client with one of its Suppliers.

1.3 The fact that the Client does not, at a given time, avail itself of any of the provisions of the GCP cannot be construed as a waiver of the right to avail itself subsequently of any of said provisions at a later date.

1.4 In the event that one of the clauses of these GCP were found to be invalid or non-compliant with the regulations in force, the validity of the remainder of the clauses of the GCP shall not be affected thereby.

1.5 Unless expressly provided otherwise, the Order is made up of the following documents, in the following order of decreasing priority:

- the purchase order, with its Particular Conditions (if any),
- if applicable, the technical specifications and/or terms of reference,
- these GCP.

In the event of a discrepancy or contradiction between the provisions of one or more contractual documents, the order of priority shall be that set out in the Particular Conditions or, by default, that set out above.

By accepting the Order, the Supplier acknowledges that it is in possession of all the documents listed therein and has full knowledge thereof.

1.6 No document issued by the Supplier shall be deemed to be contractual or applicable to the Order unless expressly referred to therein.

1.7 The Parties agree that a written document signed using a secure electronic signature or a scanned handwritten signature has the same legal value as a written document signed with an original handwritten signature. In regard to a document comprising a scanned handwritten signature, each Party undertakes to present the original of the signature to the other Party, at its request.

Article 2 – ORDERS

2.1 Sending the Order

Any Order shall only be deemed to have been validly placed by the Client once the Supplier has been sent a purchase order written and signed by an authorised representative of the Client. Purchase orders must be sent by letter or any other agreed electronic system. All volumes stipulated by the Client other than in an Order shall not constitute a firm purchase order.

2.2 Acceptance of the Order

The Supplier has a period of five (5) working days from the working day following receipt of the purchase order to send an acknowledgement of receipt and state any reservations, with the understanding that the Order issued by the Client shall be deemed to have been accepted without reservation by the Supplier should execution of the Order be commenced or a down payment be accepted by the Supplier within this timeframe. In the absence of such an acknowledgement of receipt or commencement of execution or acceptance of a down payment by the Supplier within the aforementioned timeframe, the Client shall have the option to rescind the Order, without prejudice to the damages which the Client might claim.

2.3 Subject of the Order and amendments

2.3.1 The subject of the Order shall be defined in the purchase order and any supporting documents.

2.3.2 The Supplier may only amend the Order with prior written and express agreement from the Client.

2.3.3 During performance of the Order, the Client may modify the Order, without having to wait for an agreement between the Parties as to the possible financial and schedule-related consequences of such modifications. Any modification to the Order requested by the Client to the Supplier must be made in writing and signed by the Parties. Any such modification shall be formalised by an amendment to the Order signed by both Parties. For the sake of clarification, corrections requested by the Client from the Supplier in order to make the Products and/or Services compliant with the Order shall under no circumstances be considered as such modifications.

Article 3 – PRICE AND INVOICING TERMS

3.1 The prices applicable shall be those specified in the Order. Unless otherwise stipulated in writing, prices are firm and non-revisable and are exclusive of tax. Consequently, they cannot be changed in any way without the express agreement of both Parties.

3.2 Invoices shall reproduce mandatory information required by law, state the Order references and be sent to the invoicing address that appears on the Order together with supporting documents (if any) signed by both Parties serving as confirmation of delivery of the Products or acceptance of the Services. Failure to comply with these requirements shall be notified to the Supplier and the Client’s payment shall be suspended until a new, complete invoice is sent.

3.3 If the Order does not provide for a payment schedule, invoices must be issued after delivery of the Products or after performance of the Services, as confirmed by the Client.

3.4 Unless expressly provided otherwise, invoices shall be paid within forty-five (45) days end of month following receipt of a valid invoice issued upon the occurrence of the trigger event and in accordance with the provisions of the Order. Invoices issued by the Supplier must also include bank account details.

3.5 Any delay in the Client's payment of an invoice on its due date, that is not related to the Supplier's total or partial breach of its obligations or to the implementation of the compensation mechanism provided for in Article 3.7, will result in the application of late payment interest amounting to three (3) times the legal interest rate per calendar day of delay. Late payment interest will be payable without a reminder being necessary. The Client will also be liable for a flat-rate compensation for recovery costs, the amount of which is fixed by decree (Article D. 441-5 of the French Commercial Code). If, by exception, the recovery costs incurred by the Supplier prove to be greater than the amount of this flat-rate compensation, the latter may request additional compensation upon provision of supporting evidence (Article L. 441-10 of the French Commercial Code).

3.6 The Client may, after serving a formal notice to perform, accept an imperfect performance of the Order in agreement with the Supplier and reduce the price proportionately. The Client must notify its decision to reduce the price as soon as possible and the Supplier's acceptance of the Client's decision must be confirmed in writing. If the Client has already paid all or part of the price of the Order, the amount corresponding to the price reduction will be reimbursed by the Supplier or offset, as the case may be, in accordance with Article 3.7.

3.7 The Client shall at all times be entitled to offset all debts which the Parties owe to each other provided these are fungible, certain, liquid and payable.

Article 4 – FULFILMENT OF ORDERS – COMPLIANCE WITH DEADLINES – PENALTIES

4.1 The Supplier acknowledges that it is a specialist in the field of manufacturing and/or supplying the Products and/or performing the Services ordered. As such, the Supplier has a duty to advise, inform and make proposals at each stage of the Order.

The Supplier undertakes to propose to the Client, on acceptable technical and economic terms, any improvements that may be made to the Products and/or Services as a result of developments in the state of the art and which may improve the performance of the Order, particularly in terms of quality or cost.

The Supplier shall be responsible for verifying the consistency of the Client's requests and for advising the Client as to the suitability of the Products and/or Services regarding the Client's purposes.

4.2 The fulfilment deadlines stipulated in the Order are firm and binding. Compliance with these deadlines constitutes an essential and decisive obligation without which the Client would not have entered into the Order. The deadlines stipulated in the Order are deemed to take into account all the obligations and constraints of the Supplier. Consequently, the Supplier undertakes to make all necessary arrangements to comply with them and ensure that they are met. Fulfilment deadlines cannot be modified without the express written acceptance of the Client. The Supplier may only anticipate a delivery with prior written agreement from the Client. The Client reserves the right to review at any time the progress of the execution of the Order by the Supplier and any subcontractors.

4.3 The full and complete performance of the Order is an essential obligation. The Supplier assumes, without reservation and at its own expense, responsibility for proper performance of the Order in accordance with the terms thereof, the regulations, norms, codes and standards in force and generally accepted state of the art practices. The Supplier also undertakes to assign, throughout the execution of the Order, the qualified personnel necessary for its proper execution and compliance.

4.4 The Supplier shall inform the Client of any events likely to have an impact on the performance of the Order, as soon as it becomes aware of them, and in particular any event having an impact on safety and/or security and/or on the contractual deadlines.

If the Supplier foresees any difficulty in meeting the fulfilment deadlines stipulated in the Order, it is required to immediately notify the Client in writing. The Supplier must then propose a plan to find a solution for the expected delay within twenty-four (24) hours from this notification. The Client then reserves the right (i) either to accept the plan proposed by the Supplier as possibly amended by the Client, without prejudice to the application of liquidated damages, (ii) or to terminate the Order with immediate effect and without compensation payable to the Supplier.

4.5 The Client reserves the right to request that the execution start date provided for in the Order be postponed to a later date. The Supplier shall be notified of this modification at the latest two (2) working days before the date of the start of execution provided for in the aforementioned Order, it being specified that the Supplier shall not be entitled to any compensation. However, in the event that the Client is unable to comply with this period of two (2) working days, the Client shall reimburse the Supplier for costs directly and exclusively related to the mobilisation and demobilisation reasonably incurred by the Supplier for the performance of the Order, on presentation of the corresponding supporting documents. The Supplier will make its best efforts to limit the aforementioned costs.

4.6 Failure by the Supplier to comply with the contractual deadlines stipulated in an Order, not attributable to an event of force majeure within the meaning of Article 23.1, shall trigger the application of liquidated damages as of right, without prejudice to the right for the Client to terminate the Order in accordance with Article 5 and, in the event of gross negligence or wilful misconduct on the part of the Supplier, to claim full compensation for the consequences of any delay in fulfilling an Order. For the sake of clarification, such liquidated damages do not cover the compensation that would, if applicable, be owed by the Client to its end client for the unavailability of the production installation whose operation and/or maintenance has been entrusted to the Client, which might be claimed by the Client from the Supplier in case of a breach pursuant to Article 11. Formal notice shall be deemed to have been served on the Supplier by the sole fact of the expiry of the deadline stipulated in the Order, without need for any other formality. The delay is calculated by simply comparing the dates laid down in the Order and the actual dates of delivery of the Products or performance of the Services ordered. Unless expressly otherwise provided, the amount of the liquidated damages is set at one percent (1%) of the price exclusive of tax of the relevant Products or Services indicated in the Order per calendar day of delay, up to a limit of thirty percent (30%) of the price excluding tax of the relevant Products or Services indicated in the Order.

Article 5 – ORDER TERMINATION

5.1 In the event of breach by the Supplier of any of its obligations in respect of an Order, the Client shall have the possibility to terminate, as of right and without prejudice to the damages which the Client may claim, all or part of the Order in question after the expiry of a period of thirty (30) calendar days from the date of a formal notice sent to the Supplier which has not been complied with or, by way of derogation, with immediate effect in the event of non-compliance with Articles 5.2, 8.4, 19, 20, 21 and 25. The Client also reserves the right to use any person of its choice, at the expense and risk of the Supplier, where necessary by using the Supplier's supplies, in order to complete the execution of the Order, without prejudice to any other claim against the Supplier for non-performance of its obligations.

5.2 Where necessary, any Order may be terminated by the Client, at any time and without prior notice, in the event of expiry, termination or suspension for any reason whatsoever of the contract or of the service covered by the contract concluded between the Client and its end client (such as the owner of a wind farm, a photovoltaic plant, or a substation) related to this Order.

5.3 Under the circumstances set forth in Articles 5.1 and 5.2 above, the Client may not incur any liability towards the Supplier and the Supplier shall not be entitled to any indemnity. Notwithstanding the foregoing, in the cases provided for in Article 5.2, the Client will reimburse the Supplier for the direct costs reasonably incurred by the latter in the

execution of the Order prior to the date of its termination, on presentation of the corresponding supporting documents.

5.4 In the event of a material breach by the Client of its obligations mentioned in Article 3.4, the Supplier may as of right terminate the Order in question after the expiry of a period of thirty (30) calendar days from the date of a formal notice sent to the Client which has not been complied with.

5.5 The Parties agree that the only rights held by each Party to terminate an Order are those expressly specified in these GCP and that all other rights to terminate are expressly excluded.

5.6 Termination of the Order shall not affect the obligations that survive by their nature and shall not in particular affect the Supplier's commitments relating to liability, warranties, conformity, intellectual property, confidentiality, health and safety, environmental, societal and human rights responsibility, ethics and compliance.

Article 6 – CONFORMITY

6.1 The Supplier undertakes to deliver the Products ordered with packing suited to the product itself, mode of transport and storage, with a view to delivery in perfect condition.

6.2 The Products and Services must conform strictly with any plans, specifications, tools, types or models stipulated in the Order; any technical modifications, even minor, must be expressly approved in advance by the Client. As a professional, the Supplier declares that it has all the resources necessary to carry out the Order and undertakes to deliver the Products or perform the Services in accordance with the industry standards.

6.3 The Supplier expressly undertakes that the Products that it will deliver or the Services that it will perform strictly meet all the legal and regulatory requirements applicable to said Products or Services, including any law, standard, decree or regulation in force, codes and standards in force and generally accepted state of the art practices, in particular but not exclusively on the protection of personal data, safety, environment and labour law, in the country in which the Products will be delivered or the Services performed. The Supplier shall be deemed to have full knowledge of all these laws and regulations when accepting the Order. The Supplier shall be able to provide, at any time, proof of compliance with these requirements but without this releasing or mitigating its liability in any way. Consequently, the Supplier acknowledges that it has full knowledge of and warrants that it will comply in all respects with the laws, regulations, codes, standards and norms issued by any competent authorities or bodies relating to its activity in the context of the performance of the Order.

6.4 Each packing unit of the Product must carry a legible marking on the outside that includes all the information required by the applicable regulations on transport, as well as the instructions relating to specific storage conditions. This information must include the Order reference, the date of shipment, the address of the sender and the address of the recipient of the delivery.

6.5 When sending dangerous goods, the Supplier must ensure strict compliance with applicable regulations and attach to its Products a safety data sheet written in French and English (any updates must also be communicated) according to the format laid down in European Regulation no. 1907/2006 relating to the Registration, Evaluation, Authorisation and Restriction of Chemical substances (REACH). If, according to the European REACH regulation, the substances supplied as part of the Order must be registered with the European Chemicals Agency, the Supplier guarantees in particular to the Client that the substances have been pre-registered and/or will be registered in accordance with the time limits provided for in the European REACH regulation, said registration having to cover the uses that the Client makes of the substances. The supply must not include asbestos, CMR (carcinogenic, mutagenic and reprotoxic) products, or products or materials prohibited in the European Union. All documents and certificates are to be delivered at the same time as the Order and form an integral part thereof.

Article 7 – INSPECTION OF PRODUCTS AND SERVICES

7.1 All Products and Services may be subject to one or more inspections, during and at the end of the execution of the Order, by the Client or a company authorised by it and/or possibly a representative of the Client's end client.

7.2 Any acceptance declared by the Client during such inspection of the Products or Services shall in no way release the Supplier from its full responsibility for any defect, error, breach, or non-conformity which has not been detected or reported during these inspections.

Article 8 – DELIVERY - RECEPTION

8.1 The Supplier undertakes to deliver the Products and/or perform the Services required by the Order within the deadlines and at the locations agreed in the Order during the opening hours of the Client. The Supplier shall refrain from making partial deliveries of Orders, except with prior agreement of the Client.

8.2 The Products to be delivered must be perfectly identifiable and must not be mixed with Products corresponding to another Order and/or for another destination. The delivery must be accompanied by a delivery slip which must include the Order number, the name of the Products, the names and addresses of the sender and recipient, the quantity delivered as well as, where applicable, the article code and labelling required by the Client. The signature of a delivery slip by the Client can only have the effect of confirming the physical delivery of the Products. Under no circumstances may it be considered as entailing acknowledgement of the conformity of the Products with the specifications of the Order; the Client reserves the right to notify the Supplier, under the terms of Article 8.3, of any reservation, loss, damage or non-conformity of the Products observed during subsequent checks. The Supplier must also indicate whether the delivery is complete or partial.

8.3 The Products delivered or the Services performed are subject to the express acceptance of the Client. The reception of the Products or Services shall only be considered final after the quantity and quality checks have been carried out by the Client. Unless expressly stipulated otherwise, the rejection of the Products or Services or any reservations must be notified by the Client to the Supplier within twenty (20) working days from the date of delivery of the Products or the date of completion of the Services.

8.4 If the Client has reservation(s), the Products or Services that do not comply with the specifications of the Order will be replaced or performed again free of charge by the Supplier as soon as possible; the non-conforming Products will be returned to the Supplier at its own expense and risk, and without prejudice to the application of any liquidated damages and claims for damages by the Client. The Client shall be entitled to cancel the Order with immediate effect (in derogation of Article 5.1) and without compensation payable to the Supplier (i) if the Supplier does not provide an action plan acceptable to the Client within two (2) working days from notification of a reservation or (ii) in the event of a Supplier's breach of the deadlines provided for in the action plan accepted by the Client.

Article 9 – WARRANTIES

9.1 Without prejudice to the statutory warranties (in particular the warranty against latent defects provided for by articles 1641 and seq. of the French civil code) and unless expressly stipulated otherwise in the Order, the Supplier shall warranty the Products or Services for a period of twenty-four (24) months from the date of reception without reservation of the Product or completion of the Service. This warranty covers the Supplier's obligation to intervene at the Client's first request, at the Supplier's exclusive expense and as soon as possible, at the place where the Products are located or at the place of performance of the Service, in order to ensure immediate correction of the defects discovered, regardless of their nature, including in particular non-conformity or failure, by proceeding (at the Client's sole discretion) with the repair of the Product, with the replacement of the Product or with re-performance of the Service free of charge. Should it prove necessary to carry out repairs away from the place where the Products are

located, the repatriation of the Products as well as their reshipment (and the related risks) after repair will be the responsibility of the Supplier and will be carried out at the Supplier's expense.

9.2 If the Product is replaced or repaired or the Service is re-performed (at the sole discretion of the Client), the Product or the Service concerned by the defect will be warranted under the same conditions as those described in Article 9.1 and for a further period of twenty-four (24) months from the date of reception of the replaced or repaired Product or completion of the re-performed Service.

9.3 The Supplier is released from its warranty if it establishes that the defect is caused by (i) an event of force majeure within the meaning of Article 23.1, (ii) normal wear and tear of the Product, (iii) exclusive fault of the Client relating to installation or operating conditions that do not comply with the instructions provided by the Supplier, or (iv) modification or repair of the Product decided by the Client without or against the advice of the Supplier and carried out by the Client or by a third party at its request.

9.4 In case of doubt, the Supplier shall first remedy the defect discovered and make its own arrangements to provide the evidence that may exempt it from liability.

9.5 In the event of urgency or failure to carry out the repair or replacement operations within a reasonable time from the date of request for intervention sent by the Client, the Client may repair or replace the Product or perform the Service again, without prejudice to the aforementioned obligations of the Supplier, including reimbursement of expenses reasonably incurred by the Client for this purpose.

9.6 The Supplier, in cases where it would be qualified as a "builder" within the meaning of Article 1792-1 of the French Civil Code and would exercise the prerogatives thereof, shall warranty the Products and/or Services to the Client in accordance with Articles 1792 and 1792-1 of the French Civil Code. The Supplier shall then be strictly liable for a period of ten (10) years from the date of reception of the Products and/or completion of the Services, in accordance with the provisions of Articles 1792, 1792-2 and 1792-4 of the French Civil Code, for damages, even those resulting from a defect of the ground, that might compromise the solidity of the structure or that, by affecting it in one of its essential component parts or one of its complementary elements, would render it unsuitable for its purposes. Where applicable, the Supplier is also bound by the warranty of good functioning and the warranty of perfect completion respectively provided for in Articles 1792-3 and 1792-6 of the French Civil Code.

Article 10 – TRANSFER OF OWNERSHIP AND RISKS

10.1 Unless otherwise provided in the Order, ownership shall be transferred as and when the Products are delivered and the Services are performed. It is understood that the transfer of ownership does not affect the right to refuse the Products and Services, in which case ownership will revert to the Supplier.

10.2 Unless otherwise provided in the Order, the Products are shipped at the Supplier's own risk. The risks related to the supply of the Products or the performance of the Services from the Supplier to the Client shall be transferred on the date of reception without reservation of the Products or Services.

10.3 Should there be no reception procedure, the transfer of ownership and risks shall take place upon delivery of the Products and performance of the Services. This transfer of ownership shall not entail any other consequence in law or in fact on the Supplier's obligations under the Order.

Article 11 – LIABILITY

11.1 Without prejudice to the warranties provided for in Article 9, the Supplier is required to remedy damages of any kind suffered by the Client, whether resulting from its own doing or that of its employees, agents, suppliers, subcontractors or permanent or occasional service providers. The Supplier shall defend, indemnify and hold the Client harmless from and against any third party's claim arising or resulting

from an act or omission attributable to the Supplier in connection with the performance of the Order.

11.2 The Supplier's liability pursuant to Article 11.1 shall be limited to 100% of the Order price excluding tax, except in the event of (i) gross negligence or wilful misconduct, (ii) bodily injury, (iii) breach of the confidentiality obligations set out in Article 16 or breach of the intellectual property rights set out in Article 15, (iv) indemnification of the Client following a third party's claim based on an act or omission attributable to the Supplier, or (v) to the extent that such liability cannot be excluded by virtue of mandatory provisions under the applicable law. Any amounts payable or reimbursable under insurance policies to be taken out by the Supplier in accordance with Article 12 shall not be counted towards the above liability cap.

11.3 The Client's liability shall be limited to 100% of the Order price excluding tax, except in the event of (i) gross negligence or wilful misconduct, (ii) bodily injury, (iii) breach of the confidentiality obligations set out in Article 16 or breach of the intellectual property rights set out in Article 15, or (iv) to the extent that such liability cannot be excluded by virtue of mandatory provisions under the applicable law. The Client cannot be held liable for intangible losses (such as, but not limited to, loss of profit, loss of production, loss of contract) caused to the Supplier.

Article 12 – INSURANCE

12.1 The Supplier must take out an insurance policy with a reputable solvent insurance company in order to cover the financial consequences of its contractual and non-contractual liability (including its subcontractors' liability) due to bodily injury, tangible damage and intangible loss, regardless of the origin thereof, caused to the Client as well as to any third party during and after the fulfilment of an Order.

12.2 This insurance policy must be taken out for an amount sufficient to cover all the risks and liabilities associated with or arising from the execution of Orders; such amount shall in no way constitute a waiver by the Client against the Supplier in excess of said amount nor shall it constitute a liability cap. Payment of the insurance premiums is the sole responsibility of the Supplier. The Supplier shall inform the Client of any suspension or termination of the insurance policy as soon as it becomes aware of it.

12.3 The Supplier must provide proof that such an insurance policy has been taken out upon acceptance of the Order and at the Client's first request. Absent such proof, the Client shall be entitled either to immediately terminate the Order, without any liability on its part or compensation to the Supplier, or to take out an insurance policy in place of the Supplier and to deduct the cost thereof from the price of the Products and/or Services that the Supplier will invoice the Client.

Article 13 – HARDSHIP

The Parties have agreed to assume their own risks under the Order and, in consequence, each of them waives any right it may have Article 1195 of the French Civil Code.

ARTICLE 14 – DELIVERABLES

The Supplier undertakes to provide the Client, at the latest on delivery of the Products or when the Services have been performed, with all the Deliverables which will become the exclusive property of the Client, and in particular any up-to-date technical documentation (for example, user manual, storage recommendations, troubleshooting guide, etc.) required under the Order. Such documentation shall be written in French and/or English and provided at no additional cost.

Article 15 – INTELLECTUAL PROPERTY

15.1 Background Intellectual Property – As a general principle, each Party remains the sole owner of the rights relating to its Background Intellectual Property.

For the sole purpose of performing the Order, the Client authorises the Supplier and its subcontractors, to the exclusion of any other third party, to use its Background Intellectual Property. The Supplier shall inform the Client beforehand of the communication of the Client's Background

Intellectual Property to a subcontractor. The Supplier undertakes to respect the Client's Background Intellectual Property by refraining (i) from copying or reproducing it in whole or in part by any means and in any form whatsoever and/or (ii) from using it for any purpose other than that strictly necessary for the performance of the Order and only for the duration of the Order. Consequently, the Supplier shall not exploit the Client's Background Intellectual Property from the date of expiry or termination of the Order and shall ensure that any subcontractors comply with this clause.

By accepting the Order, the Supplier grants to the Client and its Affiliates a non-exclusive, transferable right of use of its Background Intellectual Property necessary for the exploitation of the Results under conditions allowing the Client to exercise its rights over the Results in accordance with Article 15.2 hereafter. This right of use is granted for the legal duration of protection of the intellectual property rights in question or, in the case of know-how, for as long as the know-how has not fallen into the public domain. This licence includes in particular the right to disclose, reproduce, exploit, translate, adapt, modify, communicate this Background Intellectual Property necessary for the exploitation by the Client and its Affiliates of the Results with a right to sub-licence to any third party of its choice. The remuneration for the granting of the above rights is included in the Order price. The Client undertakes in this case to require the sub-licensees that their use does not exceed the rights granted to the Client.

15.2 Results – Subject to the Deliverables, the Results and all intellectual property rights relating to the Results remain the property of the Supplier.

As such, the Supplier is free to use the Results for all purposes, subject to respecting the Client's Background Intellectual Property and the licence rights it grants the Client. The Supplier grants to the Client and its Affiliates a non-exclusive, transferable right to use the Results. This right of use is granted for the legal duration of protection of the intellectual property rights in question or, in the case of know-how, for as long as the know-how has not fallen into the public domain. This licence includes in particular the right to disclose, reproduce, exploit, translate, adapt, modify, communicate the Results for the needs of their activities with a right to sub-licence to any third party of its choice. The remuneration for the granting of the above rights is included in the Order price. The Client undertakes to require the sub-licensees that their use does not exceed the rights granted to the Client.

15.3 The Supplier warrants that it has all the intellectual property rights attached to the Results and any Background Intellectual Property licensed to the Client necessary for the purposes of fulfilling the Order.

15.4 Consequently, the Supplier shall hold the Client harmless from any action, demand or claim by third parties resulting from infringements of intellectual property rights in connection with the fulfilment of the Order. The Supplier undertakes in this respect to fully compensate the Client for all damage and loss suffered (including in particular the costs, compensation, attorneys' fees and expenses that may be incurred or that it might be ordered to pay as a result of such an action, demand or claim) for any infringement of any intellectual property right belonging to a third party as a result of the fulfilment of an Order. The Supplier undertakes to provide assistance to the Client in the event of an action which might be brought before a court against the latter.

Article 16 – CONFIDENTIALITY

16.1 The Parties undertake to maintain the strictest confidentiality with regard to all Confidential Information.

16.2 The Party receiving Confidential Information undertakes not to disclose such Confidential Information to any third party and to ensure strict respect for the confidentiality of this Confidential Information by its employees, agents, suppliers, subcontractors or permanent or occasional service providers. In this respect, the receiving Party undertakes to communicate Confidential Information only to those of its employees, agents, suppliers, subcontractors or permanent or occasional service providers whose knowledge of the Confidential Information is necessary for the proper fulfilment of the Order.

The Party receiving Confidential Information undertakes not to disclose such Confidential Information to any third party and to ensure the strict confidentiality of such Confidential Information by its employees, agents, suppliers, subcontractors or permanent or occasional service providers. In this respect, the Receiving Party undertakes to communicate the Confidential Information only to those of its employees, agents, suppliers, subcontractors or permanent or occasional service providers whose knowledge of the Confidential Information is necessary for the proper performance of the Order.

In addition, the receiving Party undertakes, at the request of the disclosing Party or upon expiry or termination of the Order, for any reason whatsoever, to return to the disclosing Party all documents transmitted, in whatever form, and/or to destroy all media containing the Confidential Information. In the event of destruction of the aforementioned media, the receiving Party shall issue to the disclosing Party a certificate stating that the aforementioned destruction has taken place. The receiving Party may retain Confidential Information in its automatic backup systems that cannot reasonably be destroyed, provided that such items cannot be accessed or used by the receiving Party and will be destroyed in accordance with the receiving Party's document destruction policy and practices.

16.3 The obligation of confidentiality shall survive the expiry or termination of the Order, for any reason whatsoever, so long as the Confidential Information concerned has not entered the public domain through no fault or negligence of the receiving Party.

Article 17 – CUSTOMS – VAT

17.1 If Products are dispatched from a country which is not a member of the European Union, the Supplier must provide, under its sole responsibility, all the documents and detailed information necessary for customs formalities, and shall be solely responsible for the applicable customs taxes.

17.2 All amounts indicated as being payable by the Client under an Order are exclusive of VAT. The Supplier shall issue a VAT invoice in accordance with the applicable laws on value added tax. In the event of shipment of Products from a member country of the European Union, the Supplier undertakes to comply with all the VAT obligations set out in Council Directive (EU) 2018/1910 of December 4, 2018 regarding the harmonisation and simplification of certain rules in the value added tax system for the taxation of trade between Member States. For supply of goods, in case of Supplier's breach with its obligations resulting in a VAT adjustment, VAT will only be paid by the Client after the effective reimbursement of the VAT by the tax authorities to the Client. For this purpose, the Supplier will have to communicate to the Client all the supporting information and documents (corrected invoice, etc) that will allow the Client to obtain the VAT refund. Otherwise the VAT will not be paid. If the VAT adjustment results from a Client's breach of its obligations, the foregoing provision will not apply.

Article 18 – QUALITY – AUDIT

The Supplier undertakes to put in place all the resources necessary to obtain the required level of quality. To this end, the Supplier shall ensure that the requirements necessary for the fulfilment of the Order are complied with to and shall carry out controls at its expense in a continuous improvement process.

The Client reserves the right to carry out an audit at the Supplier's premises to verify compliance with these requirements.

Article 19 – HEALTH – SAFETY

19.1 For the performance of any Order, the Supplier shall appoint a team with at least one member having a good knowledge and understanding of the French or English language. If the Supplier does not comply with the aforementioned obligation, the Client reserves the right to suspend the work in progress and will inform the Supplier's manager thereof. This suspension does not preclude the automatic application against the Supplier of the liquidated damages referred to in Article 4.4 and, in the event of a persistent breach, the Client is entitled

to terminate the Order without notice (in derogation of Article 5.1) or compensation and without prejudice to the damages which the Client may claim as a result of such a breach.

19.2 The Supplier shall comply with all occupational health and safety regulations applicable in carrying out the Order, whether these are of a general nature or specific to the site where the Supplier is to intervene for the execution of an Order. In the latter case, the Supplier is required to become apprised of such regulations and is deemed to have knowledge of them when accepting the Order. The Supplier shall retain full authority over its employees, including when they perform work on the Client's site and shall be responsible for said employees vis-à-vis all relevant authorities as well as to the Client. In the event of a failure to observe the safety instructions applicable to the site on which the Supplier is operating, the Client reserves the right to suspend the work in progress and to inform the Supplier's manager thereof. Such suspension does not preclude the automatic application against the Supplier of the liquidated damages referred to in Article 4.4 and, in the event of a serious or persistent breach, the Client is entitled to terminate the Order without notice (in derogation of Article 5.1) or compensation and without prejudice to the damages which the Client may claim as a result of such a breach of the safety instructions.

The Supplier may only return to the site after having taken the necessary measures to comply with the site's safety rules. Only the Client can judge whether the actions taken are sufficient to ensure the safety of the work on site.

19.3 If work is provided on a site of the Client or its end client, the Supplier undertakes to:

- (i) comply with the provisions of Articles L.4511-1 et seq. of the French Labour Code and, in particular, attend the joint prior inspection visit with the Client, draw up a special prevention plan with the Client and sign said prevention plan. The same approach shall be adopted for an insertion and removal protocol (Articles R.4515-1 to R.4515-11 of the French Labour Code). When a prevention plan or insertion and removal protocol is not obligatory for the work, an assessment of the risks inherent in the work must first be carried out and made available. No work may begin without a prevention plan, insertion and removal protocol or work authorisation. This preliminary work is included in the Order price.
- (ii) inform the Client of the occurrence of any near-miss and occupational accident affecting one of its staff on site (employee, temporary staff, subcontractor, etc.) as well as the other health and safety indicators applicable on the site and provide the Client with all the information relating to this near-accident or occupational accident as soon as possible and at the latest within twenty-four (24) hours of its occurrence.
- (iii) provide the Client with the total number of hours worked on said site in respect of the Order so as to enable the Client to take them into account in its safety monitoring indicators.

19.4 The Supplier undertakes to provide, prior to any work, the accreditations of those who will perform the work and up-to-date documents proving the regulatory periodic checks have been performed on the equipment that requires it (at least 48 hours before the work commences) and to sign any prevention plan submitted by the Client. On-site accreditation checks may be carried out by the Client. The Client reserves the right to deny access to the site of the Client or its end client if the accreditations and periodic checks are not up to date.

19.5 When required by the Client, the Supplier undertakes to inform the supervision and control centre of EDF RENOUVABLES of any entry and exit in real time by the Supplier's staff in the case of on-site work, their identity, the purpose of the work, the number of the works authorisation and the expected duration of the work. This information must be given via the Smart Access application of EDF RENOUVABLES or, if it is unavailable for any reason, by telephone: 33 (0) 4 67 09 82 69.

Article 20 – ENVIRONMENTAL, SOCIETAL AND HUMAN RIGHTS RESPONSIBILITY

20.1 Environmental responsibility – The Supplier undertakes to carry out the Order according to the terms set out below and undertakes to have these commitments applied and respected by its own suppliers and subcontractors:

20.1.1 The Supplier undertakes to protect the environment and to make all reasonable efforts to identify and reduce the impact of its activities on the environment and prevent the risks of environmental pollution and is committed to a continuous improvement process of its environmental performance.

20.1.2 Provided that the Client does not wish to retain the equipment which has been replaced by a Product, the Supplier will be responsible for managing the equipment which has been replaced by a Product under an Order (hereinafter the “Waste”) in accordance with the applicable legislation and in particular the provisions of Articles L.541-1 et seq., R. 541-7 et seq., R. 512-39-2 and R. 515-106 of the French Environmental Code. The Supplier is responsible for the storage, removal, transport and treatment of waste produced by its activities. In accordance with the regulatory provisions in force, the waste concerned by these obligations is hazardous industrial Waste, ordinary industrial Waste, household Waste and inert industrial Waste. The Supplier shall, if applicable, send the Client the Waste tracking forms in the name of the project company (production legal entity, as specified by the Client), the collection slips and the Waste treatment forms.

20.1.3 Any environmental incident, including accidental spill, leaks or other pollution in the natural environment (water, soil, air) must be treated and reported to the competent authorities as well as to the Client in accordance with Articles R.512-69, R.211-60, R.218-1 to R.218-2 and L.211-1 to L.219-18 of the French Environmental Code, as well as Articles 1246 to 1252 of the French Civil Code. Prior to carrying out the Order, the Supplier must provide for emergency measures and actions in the event of an environmental incident. In the execution of the Order, the Supplier is required to warn the Client of any circumstance likely to have a significant impact on the environment.

20.1.4 During its activities on the site where it is to intervene, the Supplier fully respects the commitments made by the Client within the framework of its *Raison d’Être* and the specific commitments, if any, made by the Client (for instance, within the framework of a Real Environmental *Obligation* (ORE), a Rural lease with Environmental clauses or a Natura 2000 Charter/Contract). All hunting, fishing and wildlife harassment activities are prohibited within the site where the Supplier is to intervene.

20.1.5 The use of pesticides is prohibited as part of activities related to the Order.

20.2 Societal responsibility and human rights – The Supplier undertakes to carry out the Order according to the terms set out below and undertakes to have these commitments applied and respected by its own suppliers and subcontractors:

20.2.1 The Supplier undertakes to respect and apply the fundamental rights of every human enshrined in the United Nations Declaration of Human Rights, the United Nations Global Compact, the Charter of Fundamental Rights of the European Union and the conventions concluded within the framework of the International Labour Organization, in particular the right to property, equality before the law and non-discrimination.

20.2.2 The Supplier undertakes not to use forced labour, slavery or child labour during its activities, including beyond the Client's Order.

20.2.3 The Supplier undertakes that each employee has a freely accepted employment contract that complies with the applicable regulations. The Supplier also guarantees fair and satisfactory working conditions for its employees, in particular in terms of remuneration and the right to rest. Every employee must also have the right to information and consultation within his or her company.

20.2.4 The Supplier must at all times respect the local communities surrounding its production infrastructures and the site where the Supplier is to intervene, in particular by establishing channels of communication and processing of possible complaints, by preventing

any negative effect on the health of local residents, by ensuring that transport operations take into account the safety of local residents, and by taking all reasonable measures to prevent any damage to existing infrastructure, public services or natural resources used by local communities.

21 - LABOUR REGULATIONS

21.1. The Supplier undertakes to execute the Order with employees legally employed in accordance with the French Labour Code and to fulfil its obligations relating to:

- the declaration of labour movements;
- undeclared work;
- the employment of foreign workers.

21.2. Suppliers established in France:

In accordance with Articles L.8222-1 to L.8222-7 of the French Labour Code, for any Order exceeding five thousand euros (€ 5,000), the Supplier undertakes to provide the Client with the documents below when the Order is placed and every six (6) months until completion of the Order:

- a certificate of provision of social declarations issued by the social welfare agency in charge of the recovery of contributions and payment of contributions payable by the Supplier, less than six (6) months old;
- an excerpt of the company's registration certification, less than three (3) months old;
- an estimate, an advertising document, or professional correspondence, provided that these mention the name or company name, the full address, and the trade and companies registration number;
- the names of foreign workers employed requiring the work permit provided for in Article L.5221-2 of the French Labour Code. This list, drawn up from the personnel register, specifies for each employee:
 - recruitment date,
 - nationality,
 - type and serial number of the credentials equivalent to the work permit.

If the Supplier directly or indirectly subcontracts the Order execution to a contractor established outside France or if the Supplier or one of its subcontractors contracts with a temporary employment company, and insofar as such subcontracting involves secondment of employees to France, the Supplier shall ensure that the said subcontractor complies with the following obligations:

- electronically report the secondment to the French Labour Inspectorate of the place where service provision is to begin, prior to the secondment (Ministry portal: www.sipsi.travail.gouv.fr);
- appoint, on the aforementioned portal, a representative in France responsible for liaising with inspectors throughout service provision;
- send a copy of these two declarations to the Client and the Supplier within 48 hours before the start of service provision;
- keep all the documents mentioned in Article R.1263-1 of the French Labour Code at the workplace of employees seconded to France;
- comply with the law and contractual provisions applicable to employees employed by companies in the same branch of activity established in France, in terms of labour legislation.

Suppliers established outside France:

In accordance with Articles L.8222-1 to L.8222-7 of the French Labour Code, for any Order exceeding five thousand euros (€ 5,000), the Supplier undertakes to provide the Client with the documents below when the Order is placed and every six (6) months until the end of the fulfilment of the Order:

a) In all cases, the following documents written in French or accompanied by a translation into French:

- a document showing the individual identification number assigned pursuant to Article 286(c) of the French General Tax Code;

- a document certifying the legality of the co-contracting party's social security situation with regard to the declaration and payment of social charges in the country of origin;
- an official document showing the intra-community VAT number;
- an official document showing the registration of the company in a company register in the country of origin (registration number, company name, address, etc.);
- an estimate, an advertising document, or professional correspondence, provided that these mention the name or company name, the full address, and the nature of the entry in the professional register;
- a list of names of foreign employees requiring a work permit, including for each employee:
 - recruitment date,
 - nationality,
 - type and serial number of the credentials equivalent to the work permit.

b) If the Supplier sends employees on secondment to France for the execution of an Order, it must comply with the following obligations:

- electronically report the secondment to the French Labour Inspectorate of the place where service provision is to begin, prior to the secondment (Ministry portal: www.sipsi.travail.gouv.fr);
- appoint, on the aforementioned portal, a representative in France responsible for liaising with inspectors throughout service provision;
- send a copy of these two declarations to the Client within 48 hours before the start of service provision;
- keep all the documents mentioned in Article R.1263-1 of the French Labour Code at the workplace of employees seconded to France;
- comply with the law and contractual provisions applicable to employees employed by companies in the same branch of activity established in France, in terms of labour legislation.

c) If the Supplier directly or indirectly subcontracts the Order execution to a contractor established outside France or if the Supplier contracts with a temporary employment company, and insofar as such subcontracting involves secondment of employees to France, the Supplier shall ensure that the said subcontractor complies with the following obligations:

- electronically report the secondment to the French Labour Inspectorate of the place where service provision is to begin, prior to the secondment (Ministry portal: www.sipsi.travail.gouv.fr);
- appoint, on the aforementioned portal, a representative in France responsible for liaising with inspectors throughout service provision;
- send a copy of these two declarations to the Client and the Supplier within 48 hours before the start of service provision;
- keep all the documents mentioned in Article R.1263-1 of the French Labour Code at the workplace of employees seconded to France;
- comply with the law and contractual provisions applicable to employees employed by companies in the same branch of activity established in France, in terms of labour legislation.

Article 22 – SUBCONTRACTING

22.1 In accordance with the provisions of French Law no. 75-1334 of 31 December 1975 relating to subcontracting, the Supplier may have recourse to subcontracting for the execution of the Order, provided that the subcontractor has been accepted and its terms of payment approved by the Client, it being understood that the Supplier will in any event remain fully responsible for the proper execution of the Order towards the Client.

22.2 It is expressly agreed between the Parties that the Supplier may only subcontract part of the Order and will not be authorised to subcontract beyond the first level.

22.3 The Supplier undertakes to ensure that the provisions of the GCP and the Order in question are respected by any subcontractors.

Article 23 – FORCE MAJEURE

23.1 Notwithstanding the provisions of Article 1218 of the French Civil Code, force majeure is defined as events or circumstances that meet the following cumulative conditions: (i) were not reasonably foreseeable at the date of entry into force of the Order, (ii) could not be reasonably avoided by the diligent execution of the Order, (iii) are beyond the control of the affected Party, (iv) occur in France, and (v) make it impossible or unlawful for a Party to perform its obligations under the Order.

23.2 The Party invoking an event of force majeure must take the necessary measures to limit its effects and must notify the occurrence of the event of force majeure to the other Party by registered letter with acknowledgement of receipt, setting out the facts with which it is confronted, the possible consequences, in particular on the execution of the Order, as well as the initial measures that it has had to take, it being understood that the affected Party will make its best efforts to mitigate the consequences and find the most appropriate solutions in order to resolve the resulting problems. The obligations affected by an event of force majeure will be suspended and their execution deadlines will be extended by the duration of the impediment caused, without being entitled to any modification of the price. In the event that a force majeure event continues for more than one (1) month from its occurrence, any Party may terminate all or part of the Order with immediate effect by sending a registered letter with acknowledgement of receipt, and neither Party may request compensation in this respect.

Article 24 – ASSIGNMENT

24.1 Unless expressly provided otherwise, neither Party is authorised to assign, contribute or otherwise transfer all or part of its rights and obligations arising from an Order without the express, prior and written consent of the other Party.

24.2 Notwithstanding the foregoing, the Client shall be entitled to assign its status as a party to an Order to one of its affiliated companies as defined in Article 1.1. In accordance with Article 1216 of the French Civil Code, the Supplier agrees that upon receipt of written notice of such assignment, the Client shall be released from its commitments, obligations and responsibilities towards the Supplier, pursuant to and in connection with said Order.

24.3 Any assignment, contribution or transfer by a Party of all or part of its rights and obligations arising from an Order that does not comply with the provisions of this Article will be null and void.

ARTICLE 25 – ETHICS AND COMPLIANCE

25.1 The Supplier undertakes, on its own behalf and that of its affiliates, to comply with all applicable laws and regulations relating to (i) the prevention of corruption and influence peddling, (ii) the prevention of money laundering and terrorist financing, (iii) international economic sanctions, and (iv) export controls.

25.2 In particular, the Supplier is prohibited from offering, promising, granting, authorising or accepting any undue advantage, pecuniary or otherwise, from, for or to a public official at international, national or local level, a political party, a party leader or candidate for political office, a director, officer or employee of the other Party, or any other person, with a view to obtaining or maintaining an agreement, a public or private contract, regulatory authorisations, an advantage relating to taxation, customs or legal or legislative proceedings or any other undue advantage.

25.3 The Supplier certifies:

- knowledge of the applicable laws listed in Article 25.1,
- where applicable, that it has fully, accurately and truthfully completed and signed the compliance questionnaire sent by the Client. This completed questionnaire shall also form part of the Order documents,
- that it does not fall under any of the cases of prohibition to bid listed in Articles L.2141-1 to L.2141-11 of the French Public Procurement Code,

- that its owners, shareholders, officers, directors and employees are not listed on international sanctions lists, including those established by the European Union, the United States, the United Nations and France.

25.4 The Supplier accepts and guarantees:

- that it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to a State in which the European Union or the United States or any other State, at the time of the export or re-export, requires an export licence or other government approval, without having previously obtained such licence or approval,
- that it shall obtain all international and national export licences or similar permits required under all applicable export control laws and regulations and provide the Client with all the information necessary to enable the Client and, where applicable, its end clients to comply with these laws and regulations.

25.5 The Supplier undertakes not to use the Order to:

- disguise the origin or destination of illegally obtained resources,
- directly or indirectly finance illegal activities.

25.6 The Supplier undertakes to take all reasonable steps to ensure that its employees, subcontractors, agents, representatives or any third party subject to its control or its decisive influence, also comply with these obligations.

25.7 The Supplier shall notify the Client without delay (i) of any breach of its commitments as set out in this Article, and (ii) of any commercial suspension, investigation or civil or criminal conviction that it and/or all or some of its officers and/or any affiliate have undergone for acts of corruption, influence peddling, anti-competitive practices, fraud, tax evasion or any other reprehensible act of a similar nature.

25.8 The Client reserves the right to carry out audits and to require from the Supplier inspection reports and certifications, or any other document attesting to compliance with the laws and regulations listed in Article 25.1.

25.9 In the event of failure by the Supplier to comply with the provisions of this Article, the Client may, at its discretion and without liability being incurred, suspend any subsequent payment in respect of the Order or terminate the Order without prior notice (in derogation of Article 5.1) or compensation, and without prejudice to the damages that the Client may claim as a result of such a breach.

ARTICLE 26 – APPLICABLE LAW - DISPUTES

26.1. Any Order placed by the Client with the Supplier, regardless of its nationality and the place of delivery of the Products or performance of the Services, is governed exclusively by French law to the exclusion of any conflict of law rule incompatible with this choice. The application of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods is excluded.

26.2. In the event of a dispute relating to the Order, the Parties undertake to seek an amicable solution. Failing this amicable settlement, it is expressly agreed that any such dispute may be referred to the exclusive jurisdiction of the Paris Commercial Court, notwithstanding multiple defendants or third parties' claims.