framatome

General Conditions of Contract

for

Supplies and Services

(GCSS)

Status: July 2025

Framatome GmbH

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Definitions

Acceptance Tests: The tests to be successfully completed prior to Provisional Acceptance as per Clause 12.1, as further detailed in the Purchase Order or any Appendix.

Affiliate: Any entity or business association controlling, controlled by or under the common control with the Customer.

Appendix: Any appendix to the Contract.

Applicable Laws: Any present or future requirement, instruction, guideline, direction, permit, consent, authorization, regulation, rule of law, all as issued by any Competent Authority or any generally recognized professional entity, which is or becomes legally binding or would customarily be observed by a reasonable and prudent Supplier.

Client: The person named as such in the Contract (and its legal successors in title and permitted assignees), which has awarded the Main Contract to the Customer. This also includes – as the case may be – any owner, intermediate owner or operator in connection with the Project.

Competent Authority: Any government, legislative body, local, national or supranational agency, authority, department, inspectorate, minister, ministry or public or statutory person (whether autonomous or not) having jurisdiction in or over the country where the Site is located or where Works are executed.

Consent: All permits, export licenses, import licenses, other licenses, consents and approvals required by any Competent Authority for or in relation to the execution of the Works.

Contract: The Purchase Order and all documents listed in the Purchase Order in their order of precedence.

Contract Price: The amount set forth in the Purchase Order being payable as consideration for the Supplier's fulfillment of its obligations under the Contract, as such amount may be amended from time to time in accordance with the Contract.

Customer: The person named as such in the Purchase Order and its legal successors in title and any of such person's assignees as set forth in Clause 17.2, but (except with the consent of the Supplier) not any other assignees.

Day(s): Calendar day.

Defect: Any non-compliance of the Works or any part thereof with the requirements of this Contract or the Applicable Laws or the state of the art as well as all deficiencies in design, material and workmanship and any damage to the Works caused by such defect or deficiency.

Defects Liability Period: The time period defined as such in the Purchase Order.

Documents: All drawings, calculations and technical information made available to the Supplier by the Customer in connection with the Project, and all drawings, calculations, specimens, samples, models, operating and maintenance manuals and other technical information submitted (or to be submitted) by the Supplier and approved (or to be approved) by the Customer in connection with the Project, regardless of the form in which it is made available (including on paper or electronic storage media).

EDI: Electronic Data Interchange.

Final Acceptance Certificate or **FAC:** The certificate to be issued according to Clause 12.4.

Force Majeure: Has the meaning as defined in Clause 22 hereof.

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GCSS: These General Conditions for Supplies and Services (GCSS).

Good Professional Practices: Practices, methods and procedures (or one of a range of practices, methods and procedures) which comply with Applicable Laws and Customer's standards and procedures (to the extent disclosed to the Supplier) and which would be adopted by a person exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from a Supplier engaged in the business of providing services or delivering supplies which are the same as or similar to the services and supplies as per the relevant Purchase Order under the same or similar circumstances and conditions.

Intellectual Property Right: Any patent, registered design, copyright, invention, trade mark or trade name or any application for any of the foregoing or any other intellectual property right or proprietary right including know-how and other knowledge, whether patentable or not.

Main Contract: The contract awarded by the Client, as applicable, to the Customer for the execution of the Project or part thereof.

Parties: The Customer and the Supplier.

Party: Either the Customer or the Supplier, as the context requires.

Project: The power plant or any nuclear or non-nuclear installation to be built, renewed or extended on the Site, as furthermore described in the Contract.

Provisional Acceptance: Has the meaning as defined in Clause 12.1, if not otherwise defined in the Purchase Order.

Provisional Acceptance Certificate or **PAC:** The Certificate, in its form as prepared by the Customer, to be issued according to Clause 12.1.

Purchase Order: The document signed by the Customer and the Supplier which records the scope of Works and the documents comprising the Contract.

Results: Has the meaning as defined in Clause 16, if not otherwise defined in the Purchase Order.

Site: The location of the Project and all surrounding area where work is to be executed under the Main Contract and, except where the context otherwise requires, any other location specifically designated in the Contract as part of the Site.

Sub-Supplier: Any person to whom the Supplier has subcontracted any part of the Works and any sub-suppliers of such person regardless of their tier.

Supplier: The person named as such in the Purchase Order, its legal successors in title and permitted assignees.

Times for Completion: The time(s) for completion as stated in the Purchase Order as such times may have been extended from time to time according to Clause 5 or by mutual agreement in writing by the Parties.

Time Schedule: The time schedule as stipulated in Clause 4.

Works: All supplies and services to be furnished or rendered by the Supplier and its Sub-Suppliers, if any, with respect to the Project as specified in the Contract, including all such supplies and services which are fit for the intended purpose within the scope of the works so awarded to the Supplier.

1. Interpretation

1.1. Words importing persons or parties shall include individuals, firms, corporations and any organization having legal capacity as well as all types of business associations.

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1.2. Where the context requires, words importing the singular only shall also include the plural and vice versa.

1.3. Where the context requires, the word “or” shall not operate to denote an alternative but shall mean “and/or”.

1.4. Wherever in the Contract provision is made for a communication to be "written" or "in writing" this means any handwritten, typewritten or printed communication, including telex, e-mail, cable and facsimile transmission.

1.5. Wherever in the Contract provision is made for the giving of order, instruction, notice, notification or approval by any person, such order, instruction, notice, notification or approval shall be in writing. The respective verbs shall be interpreted accordingly.

1.6. Wherever in the Contract reference is made to the "execution of the Works" this shall, if and as far as applicable according to the scope of Works, include all mesures in order to complete and warrant the completion of the Works and the term "execute the Works" and similar terms shall be interpreted accordingly.

1.7. Whenever the Contract entitles the Supplier to reimbursement of costs, i.e. in case of Clauses 3.2, 9.5, 11.6, 11.7, 15.2(a), 20.2 and 20.3, such costs shall be the costs reasonably, directly and properly incurred by the Supplier as a consequence of the event in question. These costs may include overhead and shall not include any profit element, loss of production, efficiency or cash flow, financing interest or idle time. For the avoidance of doubt, in the cases described in the first sentence of this Clause 1.7, the Supplier’s entitlement shall be limited to reimbursement of such costs and be subject to the Supplier providing proper substantiation and evidence for the costs in question and the Supplier’s entitlement in that respect. Clause 28 applies.

1.8. Wherever in the Contract the word "include", "includes" or "including" or similar expressions are used, such expressions shall be read as being followed by the words "without limitation" except where the context otherwise requires.

1.9. Except as otherwise provided, any weights, quantities and measures referenced to in the Contract shall be based on the metric system.

1.10. References to "Clauses" in the GCSS are references to Clauses of the GCSS except where the context requires otherwise.

2. Scope of Works

2.1. The Works to be executed by the Supplier are in particular, without limitation, set forth in the Contract and shall comprise everything necessary in or for the Works and their intended purpose, excepting only those items which are expressly specified as excluded in the Contract.

The Works include all special tools required for maintenance and operation of the Works. The special tools shall be labeled as such, they shall be packed separately but delivered together with the corresponding delivery.

The Works shall be of first class quality and fully comply with all requirements of the Contract and the Applicable Laws, whether technically or otherwise and whether expressed or implied.

The Supplier shall check all technical requirements with a view to optimize the operability, economic efficiency and safety of the Works. It shall propose any changes to the Works it deems necessary, which may be implemented only after written approval by the Customer. The Supplier shall remain solely responsible for the technical solutions to be implemented in the Works.

Where liquidated damages or penalties for any lack of achievement of a technical performance is specified in the Purchase Order, payment of such liquidated damages or penalties specified in the Purchase Order shall in no way release the Supplier from performing its contractual obligations.

2.2. The Supplier shall execute the Works as necessary to ensure safe and reliable use in operation, irrespective of whether or not the Works are explicitly specified in the Contract. The Supplier guarantees and ensures that its personnel and Sub-Suppliers respect safety and security at work,

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and compliance of the Works with safety rules and the requirements of the Contract, within the deadlines specified in the Contract. The Supplier shall ensure that all safety and security risks are correctly and regularly communicated to and relevant instructions applied by its personnel and subcontractors working on the Site or other sites of the Customer. The Supplier implements appropriate methods, such as specific trainings, industrial safety field walkdowns, audits, reporting of risky situations and the practice of shared vigilance. The deployment of these methods shall be monitored through performance indicators. The Supplier shall have a health and safety management system which complies with ISO 45001, appoint a safety officer on the site, where the Works are performed and notify the Customer of the name and capacity of the said officer and send the Customer an annonymized copy (personal data redacted) of work accident reports filed with social security, and annually inform the Customer of the work injury frequency rate with or without lost time. The Supplier is required to inform its employees, any temporary workers it hires, and its Sub-Suppliers of this right. In the event of an accident with or without lost time or a hazardous situation with high severity potential for its personnel or subcontractors, the Supplier shall analyze the causes of the accident and establish an action plan with a view to reducing the frequency and severity of accidents as soon as possible. Except for accidents without lost time, the Supplier shall in these cases contact the Customer's senior management as soon as possible to present the root cause analysis and the action plan. The Supplier's senior management shall be committed to the quality of the analysis and the implementation fo the associated action plan. Clause 10.4 shall apply to all personnel used for executing the Works, whether on Site or elsewhere.

2.3. The Supplier shall satisfy itself with regard to the nature and character of the Works, the possibility of executing them as described in the Contract and the specific requirements (operational and others) to be met. If the Works are to be executed on Site this shall cover the circumstances at the Site including the prevailing geo-technical, environmental and ambient conditions, and all other conditions and circumstances affecting the execution of the Works.

The Supplier confirms that it has, prior to entry into the Contract determined the needs of the Customer, checked the contents of the documents provided by the Customer, has received and checked all information and documents necessary to perform the Contract, notified any ambiguities, inconsistencies or mistakes detected therein and proposed any modifications or additions it deems necessary to ensure due fulfilment of the contemplated Contract, taking into account any technical constraints on supplying the Works, and of the Contract's suitability to fulfil its purpose.

The Supplier shall carefully verify any information made available to it by the Customer or third parties as regards their completeness, consistency and correctness and shall inform the Customer in writing of any failure therein. The Supplier shall not be relieved from any of its obligations under the Contract by any error, omission, in and any misunderstanding or misapprehension of any information provided by the Customer or any third party or any other information relied upon by the Supplier. The obligations and liabilities of the Supplier under the Contract shall not be released, diminished or otherwise affected by the giving of (or any failure to give) any instruction, direction, admission, consent, approval, acceptance, confirmation, comment, notice, sanction, acknowledgement, advice, payment, enquiry, test or inspection by or on behalf of the Customer or lack of any of the above.

2.4. When designing the Works, the Supplier shall ensure that parts which may have to be replaced under normal operating conditions are easily accessible and can be dismantled and reassembled without structural or mechanical modifications. The Supplier shall review any information provided to it with respect to the above objectives to ensure that said objectives are implemented as fully as reasonably practicable in the Works and that no avoidable complications arise when items being part of the Works have to be replaced partially or completely. If the Supplier detects any possible problems as regards the above objectives in any information made available to it (including the overall design, information on supplies and services of other suppliers or the Client), it shall immediately inform the Customer thereof in writing. In case of failing to so inform the Customer, any additional cost and expenses in connection with duties mentioned in this Clause 2.4., including those of the Customer, shall be borne by the Supplier.

2.5. Where several identical components are to be supplied, they shall be fully interchangeable. The Supplier guarantees to provide maintenance, repair and spare parts for all supplies and components, if so requested by the Customer or the Client, for a minimum term of 20 years. If during this period the Supplier is unable to supply these spare parts, it shall grant the Customer or the Client, for all the rights to which it has free access, the licenses necessary for the

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manufacture and use of the spare parts it cannot supply, free of charge and with the right to sublicense, and for a period of time as long as Intellectual Property Rights are valid so that the Customer can exercise the right to use, modify or adapt them. This obligation shall be covered by the price paid to the Supplier by the Customer to execute the Contract. If at the end of this period or at any time before, the Supplier plans to reduce or stop the supply of any relevant spare part or spare parts for any reason, it shall, notwithstanding its other obligations under this Clause 2.5, inform the Customer of this at least 1 year before the actual reduction or interruption of the supply is to occur and supply to the Customer at reasonable market conditions any amount of such spare parts ordered by the Customer prior to the end of this 1-year period.

2.6. The Supplier shall upon request by the Customer attend meetings to discuss any issues regarding the Supplier's obligations, and shall appoint the required number of experts to participate in these meetings. Minutes of each such meeting shall be made by the Customer and sent to the Supplier within 14 Days after each meeting. Any minutes of such meetings shall be deemed approved by Supplier if no written objections are raised within 10 Days of receipt thereof.

2.7. If required under the Purchase Order, the Supplier must have in place at the time of signature of the Purchase Order a business continuity plan which complies with the provisions of the standard ISO 22301.

2.8. Upon signature of the Contract, the Supplier shall notify the Customer of the name of its representative. The Supplier's representative shall be authorized to receive and execute any request, mail and/or instruction of the Customer and more generally, act on behalf of the Supplier in all circumstances.

3. Laws, Regulations, Environmental Compatibility and other Compliance and Audits

3.1. In performing the Contract the Supplier shall comply in all respects with the Applicable Laws and any applicable collective labour agreements and union regulations, and it shall procure that the Works comply in all respects with the Applicable Laws. The Supplier shall obtain and maintain all Consents. The Supplier shall keep indemnified the Customer in all respects against any consequences of any breach by the Supplier of the above obligations and provide the Customer with all information and documents reasonably required by the Customer in case of a breach by the Supplier or a Sub-Supplier.

3.2. If the Works have to be changed due to any change in or amendment to the Applicable Laws made after the date of the Purchase Order, Clause 6 shall apply, whereas the Supplier shall only be entitled to reimbursement of costs due to the change in or amendment to the Applicable Laws. Any claim by the Supplier for reimbursement of any costs or expenses incurred, or for extension of any Times for Completion, due to such changes to the Works is subject to the Supplier proving that the change in or amendment to the Applicable Laws could not reasonably have been anticipated by the Supplier.

3.3. The Supplier shall by using the export control markings inform the Customer of any applicable export regulations of the European Union, the Federal Republic of Germany, the United States of America, Switzerland or the country where supplies and services originate. The supplies have to be marked accordingly in the delivery papers and invoices. If EDI is used, an equivalent procedure is to be chosen.

3.4. The Supplier represents and warrants that

(a) it will perform its obligations under this Contract in accordance with Good Professional Practice;

(b) it is duly organised and existing;

(c) it has full power to enter into and perform its obligations under this Contract and has taken all necessary corporate and other action to approve and authorise the transactions contemplated by this Contract and neither the entering into nor the performance by it of its obligations under this Contract will constitute or result in any breach of any contractual or legal restriction binding on itself or its assets or undertakings;

(d) it has obtained and will maintain throughout the term of the Contract all rights, licences, permissions and approvals necessary for it to perform its obligations under this Contract;

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(e) in carrying out its activities, it shall comply, and shall cause its affiliates and permitted agents to comply, with all laws and regulations applicable to the Customer or the Client in respect of the activities contemplated by this Contract and any other laws and regulations relating to any anti-corruption law or regulation;

(f) neither the Works nor the intended use of the services and supplies by the Client or any person designated by the Client infringes upon any Intellectual Property Right or any other third party rights; and

(g) at the date it has signed the Contract, the Works (and any part thereof) are not prevented from being delivered to the Client or the Site as a consequence of the application of any export regulations applicable to the Works.

3.5. The Supplier shall maintain a secure supply chain, which complies with the Applicable Laws. The Supplier shall upon request by the Customer provide the necessary evidence thereof, such as official certificates, declarations or affirmations.

3.6. It is the obligation of the Supplier to check, if any product, forming part of the Works, requires to be marked with a CE-label, considering the intended final use of the Works and the place where the Works are intended to be marketed and to inform the Customer accordingly. The Supplier shall specifically check, if any such product is subject to any CE-guideline and its transposition in national law as well as any relevant technical norms and make sure that the requirements of such CE-guidelines, national law and technical norms are met, the required conformity assessments are performed and all required documentation is prepared and provided, including, but not limited to the conformity declaration. The Supplier shall mark the relevant product(s) accordingly.

3.7. The Supplier shall be responsible for performing and completing the Works in an environmentally friendly way. In this respect, the Supplier shall implement or be engaged in the implementation of an environmental management system in accordance with the principle of DIN EN ISO 14001:2005-06 "Environmental management system - Specification with guidance for use".

Prohibitions or restrictions in the legislation of Germany, the European Union, Switzerland and the country of destination regarding the distribution of hazardous substances must be observed. Permissible exemptions from the prohibitions must be documented with respect to type and amount of hazardous substances, identifying the component in which the substance is contained. There are also substances whose use, while not restricted by legislation, must be avoided or minimized whenever possible since they are a potential hazard during the product’s manufacture, use or disposal. In many cases, however, the use of these substances is unavoidable for technical reasons or because of reliability requirements. Their use must then be declared.

3.8. The Supplier is responsible for the compliance of the products (substances, mixtures or articles) supplied or used within the present agreement with the REACH regulation (regulation 1907/2006/EC of the European Parliament and Commission). The compliance documents must be transmitted to the Customer. If the substances concerned by REACH were not pre-registered, the Supplier must verify that all the substances contained within the products supplied or used under this contract have already been registered, or will be registered before the date of the signature of the agreement. For substances or mixtures concerned by REACH, the Supplier agrees to include the type of usage by the Customer as an identified usage within the registration dossier; or to verify the inclusion of this usage up the supply chain within relevant registration dossiers. This clause is not applicable if the Customer wishes to keep its usage confidential. Where an authorisation dossier is needed for the substance supplied to the Customer as such or as a mixture, the Supplier must inform the Customer of its intention to submit such a dossier if necessary, within one month after publication of recommendation by the European Chemical Agency concerning the addition of this substance to the annex XIV of the REACH regulation. For articles concerned by REACH supplied or used within this agreement, the Supplier must inform the Customer about presence or absence of substances of very high concern found on the list as defined to article 59.1 REACH and providing the concentration to 0,01% in weigh range. The Supplier must also inform the Customer about all other substance at the request of the Customer. The relevant document should follow the model provided by the Customer at the time of the provision of the articles.

3.9. Notwithstanding the Supplier’s general obligation to comply with the Applicable Laws, the Supplier specifically undertakes to comply with and require its Sub-Suppliers to comply with the all applicable laws, rules and regulations on competition, bribery, corruption, extortion, influence trafficking and money laundering and audit such compliance in accordance with Clause 7.7 .

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3.10. The Supplier represents that it sources all supplies forming part of the Works from an original manufacturer or authorized distributor of the supplies concerned with a view to ensuring the authenticity and traceability of the components. The Supplier takes all the necessary measures to prevent and combat counterfeit, suspect and fraudulent items (CFSI), and any other form of fraud, suspicious practices or counterfeiting with regard to the Purchase Order and more generally in connection with its activities or the activities it outsources.

These measures are described on the website https://www.framatome.com/de/uber-framatome/welcome-as-a-supplier-and-partner/. The Supplier will be informed of any changes in this regard.

When the Customer learns of cases of fraud, suspicious practices or counterfeiting committed in a company, it is entitled to ask the Supplier if it uses or has used the said company as a subcontractor for the Customer's orders and the Supplier shall provide to the Customer a list of the part numbers and orders concerned within 24 hours.

If cases of fraud, suspicious practices or counterfeiting are detected or suspected in its own activities or in its subcontracting chain, the Supplier shall:

- inform the Customer and where appropriate the Safety Authority as soon as it becomes aware thereof,

- assess the extent of such practices (duration, volume, etc.) and their causes, and take all the corrective action needed to avoid them recurring. The Customer, and where appropriate the Safety Authority, must be notified forthwith of the results of these assessments and the corrective action taken by the Supplier.

- At the earliest opportunity after a case of fraud, suspicious practices or counterfeiting is reasonably established, at the request of the Customer replace the supplies and/or services affected in order to bring them into compliance with the stipulations of the Contract.

Due observance of the provisions of this clause in no way dispenses the Supplier from due observance of its contractual obligations and Applicable Law and the application of other contractual or statutory remedies.

3.11. Each Party undertakes to observe and comply with all export control laws and regulations, including but not limited to American, French, European and Chinese laws and regulations that may apply to the Works (or any part thereof), as well as with applicable international sanctions as may be amended from time to time. Under the Contract, "international sanctions" shall mean all financial or commercial prohibition or restriction measures (including, but not limited to, all export or import prohibitions or restrictions and all measures with respect to transportation) – including any amendment or new measure – issued against a country, entity, individual or business segment, adopted by international organizations and/or States, and applicable in relation with the performance of the Contract.. Accordingly, the Parties shall on no account communicate to third parties, or transfer, export or re-export all or part of the Works, Documents, technical data, technologies, deliverables, results or any direct product of the latter, provided in connection with the Contract, in breach of the aforesaid laws and regulations.

The Supplier undertakes to inform the Customer in writing if any of the Works (or any part thereof), Documents, technical data, technologies, deliverables, results or any direct product of the latter, provided in connection with the Contract, are subject (or not) to export control laws and regulations and applicable export or re-export restrictions or bans. This information is provided via the "Declaration regarding export restriction" form appended to the Contract, which the Supplier must fill out and return to the Customer before the deadline indicated in the Contract.

The Supplier hereby represents and warrants that the information sent to the Customer is complete and accurate, and undertakes to inform the Customer in writing as soon as it learns of any changes in export controls applying to the Works, Documents, technical data, technologies, deliverables, results or any direct product of the latter, provided within the framework of the Contract in order for the Customer, the Client, Affiliates or other third parties to comply with these laws and regulations.

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3.12. When, in order to perform its obligations, the Supplier must export any of the Works (or any part thereof), it hereby represents and warrants either that on the effective date of the Contract it has the required approvals or licenses in respect of the regulations of the countries of origin or export of the said Works (or any part thereof), or that it will make the necessary applications for their obtaining in sufficient time to properly perform its obligations.

The Customer undertakes to send to the Supplier forthwith any documents and information the latter requires in connection with export license procedures and in particular to sign or have signed by the Client the end use undertakings that the Supplier will send to it for that purpose.

3.13. The Supplier represents and warrants that (i) it is not subject to any international sanction, nor held or controlled by a sanctioned party; (ii) within the framework of the Contract, it has not concluded, nor will it conclude any transaction or contractual relationship, which would involve a sanctioned party and/or a party from a sanctioned country and which would be in violation of international sanctions; and (iii) none of the Works are imported or exported in breach of import or export restrictions or prohibitions. To this end, and in particular in order to verify the Supplier's situation with regard to the international sanctions against Russia and Belarus, the Supplier shall return to the Customer the completed and signed document "International Sanctions Compliance Questionnaire and Certificate", which is available under https://www.framatome.com/de/uber-framatome/welcome-as-a-supplier-and-partner/, within 14 days after conclusion of the Contract. The Supplier represents and warrants that the information sent to the Customer is complete and accurate.

3.14. The Supplier shall immediately inform the Customer of (i) any breach of its commitments as defined in Clauses 3.11 to 3.13, and (ii) any commercial suspension, investigation or civil or criminal convictions against itself and/or all or any of its executives and/or any affiliates for failure to comply with international sanctions or for any other reprehensible acts of a similar nature.

The Customer reserves the right to conduct audits and require from the Supplier inspection reports and certifications, or any other document attesting to its compliance with the laws and regulations mentioned in Clause 3.11. The Supplier shall pay the Customer compensation and hold the latter harmless against any harmful consequences resulting from the Supplier's failure to meet any of its obligations stipulated in this Clause.

3.15. Each Party guarantees the other Party due observance of its statutory and regulatory obligations under legislation governing the protection of personal data, in particular the German Bundesdatenschutzgesetz (BDSG (neu)) and Regulation (EU) No 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons (GPRD) with regard to the processing of personal data and on the free movement of such data.

Each Party shall ensure the security and confidentiality of the personal data.

The data protection declaration of the Customer is available online in its relevant applicable version via: https://www.framatome.com/de/uber-framatome/infos-furlieferanten/

The Supplier shall be the "processor" within the meaning of legislation governing the protection of personal data, if it processes personal data in connection with the Contract on behalf of the Customer (for instance, consulting files containing personal data, maintenance operations enabling access by any means to the personal data held by the Customer, data storage, etc.). In case the Supplier processes personal data as stated, a separate processing agreement shall be concluded according to Art. 4 and Art. 28 GDPR.

3.16. As part of the requirements resulting from the customs certification of the Customer as "Authorized Economic Operator" ("AEO"), the Supplier shall indicate whether it is AEO-certified or has any other equivalent status, and specify its certificate number. If the Supplier is neither certified as AEO nor has any other equivalent status, it undertakes to provide the Customer with a written undertaking to comply with the above security and reliability requirements in the form as requested by the Customer. In all cases, for the purchase of materials, equipment and machinery crossing a border outside the European Union, the Supplier shall indicate on the invoice the customs nomenclature, the origin of the delivered materials, equipment and machinery and the applicable Incoterm.

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If the Supplier fdails to provide these documents, the Customer may rescind or terminate the Contract in accordance with Clause 21.2 without further notice and without prejudice to any claims for damages under the terms of the Contract.

3.17. Notwithstanding any other auditing or inspection rights of the Customer under the Contract, the Customer may at any time carry out on its own behalf and at its own expense or on behalf of the Client an audit on the Supplier's compliance with its contractual obligations, including, but not limited to the resources and tools allocated by the Supplier to perform the Contract.

Such an audit or audits may, at the Customer's option, be carried out either by the Customer's personnel or by an external auditor, sworn to professional secrecy.

The Customer shall notify the Supplier of its intent to carry out such an audit, with at least a 7 Days' advance notice in writing. In any event, the Customer shall inform the Supplier of the identity of the auditors.

The Supplier may refuse the audit notifying the Customer thereof within 7 Days following receipt of the notification provided by the latter, if the audit is to be carried out by an external auditor, which is a competitor of the Supplier.

In that case, after consultation with the Supplier, the Customer will notify the latter of the name of an alternative auditor or alternative auditors, which are not competitors of the Supplier. If the Supplier refuses such audit unreasonably, the Customer shall be entitled to rescind or terminate the Contract in accordance with Clause 21.2 without further notice and without prejudice to any claims for damages.

With regard to this audit, the Supplier undertakes to grant the auditors free access to its facilities, cooperate fully with them and provide them with all the necessary information and documents.

A copy or extract of the audit report shall be shared with the Supplier at the latter's request.

Should the audit report any non-compliance by the Supplier with its obligations, the latter shall implement the necessary remedial measures to remedy such non-compliance at its own expense within 10 Days of notification thereof by the Customer. In case the audit is reasonably reqiured or reasonably needs to be repeated due to one or several prior material breaches by the Supplier of its contractual obligations, including breaches of Clauses 3.9, 3.10, 3.11 - 3.14 and 29.11, the execution of the audit shall be at the Supplier's cost. To cover the costs of the audit, the Customer shall be entitled to payment of a lump sum of 3000 Euros per audit, in addition to the auditors' travel expenses. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Customer.

The execution or not of such an audit shall not release the Supplier in any way from its contractual obligations.

4. Time Schedule and Progress

4.1. On the date of signing the Contract, a detailed Time Schedule for the execution of the Works based on the Times for Completion in the Purchase Order shall be agreed upon. If no such Time Schedule is available on such date, the Supplier shall, in due time, but in no event later than within 14 Days of the signing of the Contract, submit for the approval of the Customer a detailed Time Schedule for the execution of the Works based upon the Times for Completion agreed upon in the Purchase Order. Such Time Schedule shall only become valid and binding on the Supplier if the Customer has given its approval.

4.2. Such Time Schedule shall also contain the dates on which the Supplier expects to be provided with information and documents as agreed upon in the Purchase Order. If the Customer does not completely provide the information and documents by the dates set forth in the Time Schedule, the Supplier shall immediately notify the Customer of any outstanding information or documents and of any consequences of a further delay including any consequences on the Time Schedule. Irrespective of anything to the contrary in the Contract, the Supplier shall not be entitled to an extension of any Times for Completion or reimbursement of any additional cost and expenses in respect of or relating to the period prior to said notification.

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4.3. The Supplier shall submit to the Customer a monthly progress report in writing and in a form as required by the Customer showing in reasonable detail the progress of the Works whether on Site, in its factories or elsewhere, and an updated version of the Time Schedule. The Supplier shall immediately inform the Customer of any circumstances which may affect the performance of the Project, including any anticipated or actual delay in the performance of the Works, irrespective of who is responsible for the occurrence of such circumstances.

At the Customer's request and free of charge, the Supplier shall discuss all details of the Time Schedule and the progress reports with the Customer, the Client or the Client's Representative.

As part of the monthly progress report and to ensure that Works are performed and delivered on time and in full (OTIF - On Time in Full indicator), the Supplier shall regularly monitor the progress of production and performance of the Works in accordance with the requirements of the Contract and shall particularly monitor the “Monthly Compliance Rate”, measuring the actual percentage of on-time delivery/performance for each milestone in the relevant month as defined in the Contract. In the event of a delay in execution measured by an insufficient Monthly Compliance Rate according to Customer’s evaluation, resulting in a risk of the Works being behind the Time Schedule or any or all of the Times for Completion being delayed, the Customer will inform the Supplier accordingly and Clauses 4.5 and 5.6 shall apply

4.4. If at any time it should appear to the Customer, in its reasonable discretion, that the progress of the Works does not or will not conform with the Time Schedule or any Times for Completion, the Customer may instruct the Supplier to submit free of charge, within 7 Days, a revised Time Schedule for the approval by the Customer based on additional scheduling and progress analysis and showing all modifications necessary or required by the Customer to ensure the meeting of the Times for Completion.

4.5. If it is expected that the Works or any part thereof will be deficient or defective or will not be completed by any Times for Completion or will otherwise not be in accordance with the Contract, then, in addition to the other obligations of the Supplier under the Contract, the Customer may set the Supplier a reasonable period of time to take all measures required to avoid the expected failure, including by using the tools of operational excellence as described in Clause 7.9. To the extent the Supplier is not entitled to claim for extension of time under Clause 5, the costs resulting from the implementation of such measures shall be for the Supplier. If such measures are not taken in time or are, in the opinion of the Customer, insufficient, the Customer may (i) reject all or part of the Works; (ii) complete all or parts of the Works by itself or instruct a third party to complete all or parts of the Works, in each case at the Supplier's risk and expense; or (iii) terminate the Contract in full or in part and claim reimbursement of the consideration already paid to the Supplier as well as damages as set forth in Clause 21.

4.6. The Time Schedule and all modifications therein, whether requested by the Customer or not, shall come into effect only after approval by the Customer. Such approval shall not relieve the Supplier from any obligation under the Contract.

5. Times for Completion

5.1. The Supplier shall achieve completion of the Works in accordance with the Contract by the Times for Completion. If the Supplier fails to do so, the Customer may, without prejudice to any other rights and remedies it may have under the Contract, collect penalties or liquidated damages for each Day of delay as agreed in the Purchase Order. By default the Supplier shall pay to the Customer a penalty of 1,5% of the Contract Price per Day of such delay in respect of the Times for Completion.Such penalty and any agreed liquidated damages, if any, shall be payable within 30 Days after receipt by the Supplier of an invoice or similar claim notice specifying the relevant amount.

5.2. The Supplier may apply for an extension of any or all (as the case may be) of the Times for Completion if the Supplier establishes to the Customer’s reasonable satisfaction that it is or will be delayed in completing the Works by any of the following causes:

(a) changes ordered by the Customer pursuant to Clause 6, unless the Parties have signed an amendment to the Purchase Order pursuant to Clause 6.3;

(b) failure by the Customer to fulfill any of its dependencies under the Contract;

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(c) delay by any other supplier engaged by the Customer;

(d) any suspension of the Works under Clause 20, except when due to one of the reasons listed in Clause 20.2 or

(e) Force Majeure.

5.3. If the Supplier intends to apply for an extension of any of the Times for Completion it shall give notice to the Customer as soon as possible, but not later than within 5 Days of the commencement of the event giving rise to the delay. The notice shall be supported by all information, details and documents available to the Supplier at that time. The notice shall be followed as soon as possible, but in any event within 10 Days of the cessation of the event giving rise to the delay, with the Supplier's application for time extension with full supporting information, documents and details so that the Supplier's right to an extension of any or all of the Times of Completion may be investigated by the Customer. For the avoidance of doubt, in the event of a change order the commencement and cessation date shall be the date the change order is issued by the Customer.

5.4. In due time after the receipt by the Customer of the Supplier's application with full supporting information, documents and details, the Customer shall, by written order, grant such extension of the Times for Completion which is fair and reasonable under the circumstances.

5.5. [not used].

5.6. If, by an event which does not give rise to a claim for extension of time under this Clause 5, the progress of the Works is behind the Time Schedule or if it can reasonably be anticipated that any or all of the Times for Completion will be delayed, whether so notified by the Customer or not, the Supplier shall - at its own cost and expense - take all necessary measures to eliminate and mitigate any such delay so as to minimize the effect of any such event and avoid any delay and disruption to work of other suppliers engaged by the Customer or the Client. Such measures shall include rearrangement of shipments, shift work, overtime work and work at weekends and public holidays and using the tools of operational excellence as described in Clause 7.9.

5.7. The payment of penalties or liquidated damages shall not relieve the Supplier from any obligations under the Contract. Unless stated otherwise in the Purchase Order and except for cases of gross negligence or wilful misconduct, payment of penalties or liquidated damages pre-empt the Customer from the right to claim further damages for not achieving completion of the Works in accordance with the Contract by the Times for Completion.

5.8. Compliance by the Supplier with the terms and conditions of Clauses 5.1 to 5.6 is a condition precedent to the Supplier's right to any extension of time pursuant to this Clause 5.

5.9. Except as otherwise provided in the Contract, the Supplier shall have no rights or remedies which may arise out of or in connection with any delay in completing the Works.

5.10. If a specific date has been agreed by the Parties for the delivery of goods and delivery is delayed, it shall be in no way assumed that the Customer waives its right for delivery, except if expressly stated otherwise in writing.

6. Changes

6.1. The Customer shall be entitled to request any changes to the Works at any time.

6.2. The Supplier shall not make any changes or modifications to the Works except after prior agreement between the Parties or instruction by the Customer as per Clause 6.3.

If any major changes in the manufacturing process become necessary, the Supplier intends to relocate fabrication or should the Supplier wish to propose any change or modification to the Works, it shall immediately notify the Customer.

6.3. The Supplier shall submit together with its notification as per Clause 6.2 or within 10 Days after receipt of a request as per Clause 6.1, respectively, its detailed proposal for the necessary changes to the Contract (including Times for Completion) it deems necessary. This proposal shall be prepared and submitted without any cost to the Customer. The Parties shall agree on the necessary changes to the Contract by means of an amendment to the Purchase Order. The

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Supplier shall comply with the Customers standards and forms concerning the change process, if applicable.

If no agreement can be reached prior to the date on which the implementation of the change or modification in the reasonable opinion of the Customer should commence so as to avoid any delay in the Times for Completion, the Customer may direct the Supplier to proceed with the change or modification to the Works on terms and conditions to be reasonably determined by the Customer, applying the rates agreed in the Contract as far as applicable and otherwise rates generally paid for comparable supplies and services.

6.4. If changes or modifications to the Works not ordered by the Customer pursuant to Clause 6.1 require changes or modifications to spare parts, or to supplies and services of other suppliers, the Customer or the Client, then the Supplier shall bear all additional costs and expenses incurred by the Customer as a result thereof, irrespective whether such changes or modifications become necessary prior to Provisional Acceptance or during the Defects Liability Period.

7. Inspection, Testing, Supervision, Instructions

7.1. Throughout the term of this Contract, the Supplier shall operate a quality assurance program as customary in the industry. Any changes to the quality assurance program shall be subject to Customer approval. In addition, the Supplier shall implement and maintain an internal control system (ICS) in order to ensure compliance, among others, with all Applicable Laws. If a quality management plan or quality assurance plan is required in connection with the performance of the Works, the Supplier shall describe the organization and documentation that it will implement to perform the Contract.

The Customer, the Client, the Client's Representative, any Competent Authorities and any person appointed by any of the foregoing, shall at all times be entitled to

(a) inspect the Supplier's quality assurance program, ICS, drawings and other technical documents related to the Works or any part thereof, and inspect the fabrication process of the supplies, and

(b) participate in all inspections and technical acceptance tests related to the Works or any part thereof.

The Supplier shall reasonably and at no separate cost cooperate in such inspections. In the course of the inspections it shall specifically provide the Customer, the Client, the Client's Representative, any Competent Authorities and any person appointed by any of the foregoing, as the case may be with unrestricted access to its premises and all certificates issued by the Supplier as well as any original reports issued by its Sub-Suppliers, including laboratories used by the Supplier and other evidence for due compliance with the required level of quality. In this respect it allows the Customer to request the original reports from its Sub-Suppliers, and agrees that the latter may send them directly to the Customer.

Verifications, controls, monitoring, inspections and quality audits carried out by the Customer, the Client, the Client's Representative, any Competent Authorities and any person appointed by any of the foregoing shall in no way release the Supplier from its contractual obligations or decrease its liability under the Contract. If it is determined that certain measures implemented by the Supplier are inadequate, ineffective or unsuitable, the Customer may serve notice to that effect to the Supplier and the latter shall provide the Customer with proposed remedial measures within the period of time set therefore by the Customer.

7.2. The Supplier shall list all inspections and technical acceptance tests in the Time Schedule and shall, on or before the time set forth in the Contract or, if no such time is set forth therein, within a reasonable time to allow participation of the persons concerned, notify the Customer of the dates and locations thereof and provide the Customer with all documents required for the relevant inspections or technical acceptance tests in sufficient number and in due time.

Dates for inspections not listed in the Time Schedule shall be coordinated reasonably early to minimize any impact on the Time Schedule.

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The Supplier shall provide all necessary resources and assistance for the participation in the above inspections and technical acceptance tests.

7.3. The Supplier shall bear all costs and expenses (including the cost of preparing the requisite documentation) incurred by it as a result of inspections or technical acceptance tests, including examination prior to fabrication process, material testing, final inspection, function testing which are required by the Contract or by the Applicable Laws. If any verification, inspection or technical acceptance test has to be repeated because a Defect is detected, or due to a failure of the Supplier to comply with its obligations as per Clauses 7.1 or 7.2 above, the Supplier shall bear the full costs and expenses of such repetition, including cost and expenses of the Customer. Unless the Customer can evidence higher costs and expenses or the Supplier can evidence lower costs and expenses of the Customer, the Customer reserves the right to invoice the repetitions in the form of a lump sum of 2000 Euros per inspection, verification, checks and/or monitoring and technical acceptance test in addition to travel expenses for the inspectors. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Customer.

7.4. The Supplier shall impose obligations corresponding to Clauses 7.1 to 7.4 on its Sub-Suppliers (to the extent subcontracting is permitted). The Customer shall inform the Supplier prior to exercising any of its rights as per Clauses 7.1 to 7.3 above with a Sub-Supplier.

7.5. The Supplier shall as soon as possible send certified copies of the documents containing the results of the inspections or technical acceptance tests to the Customer and shall ensure that the copies are received by the Customer by the times specified in the Time Schedule. If no such time is specified, and test/inspection documents are required for the commencement of erection work, they shall be available 10 Days prior to the commencement of erection, at the latest.

7.6. The Supplier shall provide the Customer with copies of all correspondence between the Supplier and the authorities involved in inspections or technical acceptance testing as per Clause 7.1 above.

All correspondence and discussions with the Competent Authorities having jurisdiction over the Site or the Client and with their authorized inspectors and the Client's Representative shall be made via the Customer only.

7.7. The Supplier grants the Customer and any person retained by the Customer for this purpose the unrestricted right to take reasonable steps to verify the Supplier’s compliance with all applicable laws, rules and regulations on competition, bribery, corruption, extortion, influence trafficking and money laundering. The Supplier confirms that it has put in place and will keep up a suitable general compliance program and has no knowledge of and has not committed any breach of such laws, rules and regulations in connection with the Contract

All services performed by the Supplier under this Agreement, all invoices and requests for expense reimbursement submitted to the Customer in the course of its performance of services under this Contract, are subject to audit by the Customer, at its sole discretion, or by a third party retained by the Customer. If so requsted by the Customer or the Client, this obligation shall be extended to all payments made to or benefits conferred by the Supplier on third parties, including any Sub-Supplier.

The Supplier must fully cooperate in any audit that may be conducted. Upon notice of an intended audit, the Supplier shall, within 5 Days, make available to the Customer or a third party retained by the Customer all invoices, supporting receipts and substantiation, and original entry records for all charges invoiced to the Customer, and make available for interviews, if requested by the Customer, all persons within the control of the Supplier who performed services or incurred expenses, or are otherwise knowledgeable with regard to such services or expenses. In case such an audit reports a breach by the Supplier, the costs for the audit shall be borne by the Supplier. Regarding the costs Clause 3.17 shall apply.

7.8. The Customer may give instructions to the Supplier regarding the execution of the Works or any part thereof as per Clause 6.

Such instructions shall not relieve the Supplier from its duty to verify them for correctness and practicability or from any responsibility for the Works. If the Supplier has any doubts with respect

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to the instructions given or the manner in which they are to be carried out, it shall notify the Customer thereof without delay and submit counter proposals.

Until the Customer instructs otherwise, the Supplier shall proceed with the execution of the Works according to the instructions given by the Customer unless the Supplier proves that following such instructions would result in immediate danger to persons or property.

7.9. The Supplier is responsible for performing the Works in compliance with the requirements of the Contract and shall have quality and continuous improvement practices that enable it to identify, assess and control its operational risks. At the Customer's request, the Supplier shall provide it with access to information proving that it controls the capability of its processes, including but not limited to its qualification files. The Customer shall treat this information as Supplier's confidential information.

In the event of an identified problem affecting the Works or any part thereof, such as non-conformity with the requirements of the Contract, the Supplier shall inform the Customer forthwith and in any case, within a maximum of 2 Days of discovering the problem. At the request of the Customer, the Supplier shall provide an analysis of the root cause(s), and an action plan to remediate the non-conformity and prevent it from recurring. The analysis and action plan must be sent to the Customer or any third party designated by the Customer within 10 Days of the Customer's request. Otherwise, the Supplier shall inform the Customer and shall cooperate in applying the Customer's operational excellence methods and tools proposed by the Customer. Corrective acti9ons shall be initiated within 1 month from occurrence of the non-compliance.

In case of failure by the Supplier to resolve the problem and/or produce the information requested by the Customer, the Supplier shall inform the Customer and cooperate to apply the Framatome operational excellence methods and tools proposed by the Customer.

8. Documentation

8.1. The Supplier shall provide to the Customer all documentation in the number, languages and at the dates as stipulated in the Contract. If no number is agreed, the documentation shall be submitted in sufficient number to be fit for the purpose it is intended. If no language is agreed, the documentation shall be submitted in the English language and the language used by the Client of the Project.

The documentation constitutes an integral part of the Works which shall be deemed to be not completed if the respective documentation is not submitted in the required format and time, thus also postponing any payment due date concerned until the failure is rectified.

All documentation shall become the property of the Customer upon delivery. The Supplier hereby assigns any and all Intellectual Property Rights in the documentations and represents and warrants that all of its employees, agents and Sub-Suppliers have, to the extent required, issued similar assignments.

If not agreed otherwise, the documentation shall be shipped together with the supplies.

8.2. The documentation shall be drawn up in the agreed format and be easily legible and suitable for photocopying and scanning. In case of drawings this shall apply in particular to the position and dimension of all parts connecting to the supplies and civil work constructions to be provided by other suppliers.

The documentation shall comply with the specific design and format requirements requested by the Customer. Any modification in this respect shall be covered by the Supplier free of charge.

The Supplier shall give notice of any changes made to the documentation and shall clearly identify each individual item affected by such changes. All versions of the documentation shall be appropriately labelled.

8.3. All for the Works relevant engineering documents, in particular any plans, shall contain all relevant interface information, for example information on load data, openings, penetrations, connecting systems, data relating to vibration behaviour, electrical-, civil-, installation- and maintenance requirements,.

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The Supplier shall immediately upon receipt examine all form work plans submitted to it to check whether structural features, including wall penetrations, foundations, anchor bolts, permit proper installation of all components to be supplied by the Supplier.

8.4. If the Works include activities on Site, the Supplier shall, at a reasonable time prior to the commencement of erection work, check whether the dimensions of the relevant structural features as existing on Site conform with the plans made available to it. The costs and expenses for necessary corrections due to dimension tolerances common in the building industry shall be borne in any case by the Supplier.

8.5. If a check as per Clause 8.3 or 8.4 reveals any possible inconsistencies, the Supplier shall immediately notify the Customer thereof. If the Supplier fails to comply with its obligations as per Clause 8.3 or 8.4, or if it fails to notify as aforesaid, it shall bear all costs and expenses arising therefrom, irrespective whether the Customer had approved the Supplier's design drawings.

9. Shipping

9.1. Quantity of Delivery Lots/Delivery Dates/Weights and Dimensions

The Supplier shall submit to the Customer within the time specified in the Purchase Order or, if no such time is specified therein, at the latest 30 Days from the signing of the Purchase Order, the breakdown of its supplies into delivery lots, indicating number of lots, their delivery dates and tentatively, the respective freight tons of General Cargo. If applicable, the Supplier shall indicate, per lot, weights and dimensions of heavy lifts or over-dimensioned cargo (i.e. cargo heavier than 20 metric tons per piece or dimensions greater than: length 1200 cm, width 220 cm, height 220 cm) to be shipped as defined in the Contract.

Furthermore, handling requirements including lash-lifting-points, center of gravity, turnability and stapleability must be indicated. If not otherwise declared, the Customer will assume the best case for its purposes and may hold liable the Supplier for costs and expenses arising from special measures for handling.

In case of non-compliance with the contractual quantity of delivery lots and their respective delivery dates or deviations from weights and dimensions of Heavy Lifts and Over-dimensioned Cargo (see the Project Instructions annexed to the Purchase Order) the Supplier shall consequently bear the respective surplus costs and expenses including transport costs, warehousing costs, man hours of transport logistics and, if applicable, differential costs of air freight compared to sea freight and additional customs clearance expenses.

9.2. Packing, shipping and transport of the Supplier's supplies shall be according to the Project Instructions annexed to the Purchase Order.

9.3. In due time prior to conclusion of its supplies, the Supplier shall provide its completion notes per electronic mail.

9.4. All documents for above purposes shall be provided as per the Project Instructions annexed to the Purchase Order.

The Supplier shall bear any loss or damage incurred by the Customer as a consequence of the provision by the Supplier of any incomplete or incorrect shipping list or any other list to be provided by the Supplier pursuant to the Project Instructions annexed to the Purchase Order.

9.5. Should, upon any instruction by the Customer, shipping be delayed beyond the date specified in the Time Schedule, the Supplier shall store the supplies and keep them protected and insured. If the instruction by the Customer is not necessitated by a failure of the Supplier to comply with any of its obligations under the Contract, the Supplier, if not otherwise agreed in the Contract, shall be reimbursed the reasonable costs incurred in complying with the aforesaid obligation, and if shipping is a payment milestone, it shall be deemed to have occurred when the Customer has received

(a) notification that the goods have been put into a storage separately and clearly designated as Customer's property, and

(b) the requisite papers proving Customer's ownership.

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9.6. If the Supplier's scope of Works includes erection activities on Site, it shall arrange for proper receipt of the supplies and perform an appropriate receiving inspection for any of its supplies immediately following their arrival on Site.

9.7. Except if otherwise agreed in writing, all deliveries shall be effected FCA at suppliers premises (ICC Incoterms® 2020).

10. Site

10.1. This Clause 10 shall only be applicable if the Supplier's scope of Works includes activities on Site and if not otherwise regulated in the Contract.

10.2. The Supplier shall inspect the Site at the latest one month prior to commencement of its activities on Site, if any, in order to determine, in consultation with the Customer's Site management, the storage and erection area and the location of the temporary Site buildings.

The Customer may request the Supplier's non permanent installations on Site to be moved once during the Contract term free of charge. The coordination shall be done by the Customer's Site management.

10.3. The Supplier shall observe the Site regulations issued by the Customer and the Applicable Laws, and shall ensure that its personnel and any Sub-Supplier and any Sub-Supplier's personnel comply with such obligation. The Supplier shall bear any consequences resulting from a failure to comply with the aforementioned obligations.

30 Days prior to commencement of its activities on Site, the Supplier shall advise the Customer in writing of the names of its supervisory personnel authorized to act on its behalf. The Supplier shall ensure that safety is not impaired and that its Works are affected as little as possible when other work activities are carried out concurrently with the Works. The Supplier shall permit the Client, the Client's Representative, the Customer and all other persons engaged in the execution of the Project to have reasonable access to the places on Site where work connected with the Supplier's Works is being executed or prepared or where supplies or materials are being stored by or for the Supplier.

10.4. The Supplier shall employ, and shall cause its Sub-Suppliers to employ, only reliable and experienced personnel to execute the Works. The Supplier shall conduct background vetting of all personnel and, if required by the Customer, certify the qualifications, experience and competence of its supervising personnel. Any of the Supplier's and any Sub-Supplier's personnel found by the Customer's Site management to be unsuitable shall be immediately replaced with suitable personnel without relieving the Supplier from any of its obligations under this Contract.

Welders must have a valid welder's certificate in accordance with a recognized standard as specified in the Contract or by the Applicable Law and must successfully complete a Site test before commencing work. Testing on Site shall be at the Supplier's cost and expense. The Customer, the Client, the Client's Representative, and any other person appointed by any of foregoing may witness any Site test.

At such time as may have been agreed upon in the Contract, otherwise one month before the Supplier starts any activities on Site, the Supplier shall submit a bar chart that shows which of its and its Sub-Supplier's personnel, identified by occupational groups, is employed at what times on Site. The Supplier shall continuously up-date said bar chart and promptly provide the Customer with any changes thereto.

The appointment and withdrawal of any of the Supplier's and any Sub-Supplier's personnel to and from the Site, including for leave, requires the prior approval of the Customer. The deployment dates for the Supplier's and any Sub-Supplier's personnel are to be jointly checked or determined by the Parties at least once per month for the following 2 months period. Any unnecessary short term changes (less than 2 weeks) shall be avoided.

The Supplier's and any Sub-Supplier's personnel shall comply with any instructions given by the Customer's Site management, who shall have the right to dismiss personnel from the Site immediately in the event of infringement or contravention of these instructions.

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The Supplier shall bear all costs and expenses of its and its Sub-Suppliers' personnel, including travel, board and lodging.

10.5. The Customer and its Site management shall be notified of any accidents by forwarding an accident notification to them without delay. Serious or fatal accidents shall be reported to the Customer's Site management immediately personally or by telephone.

Irrespective Clause 15.1, the Supplier shall indemnify and hold harmless the Customer against any claims raised due to any injury or death of the Supplier's or Sub-Supplier's personnel on Site to the extent that such injury or death was not caused by any intentional act or omission of the Customer.

10.6. Lifting gear or other equipment and facilities (including workshops) available on Site may, provided this can be coordinated with the scheduling of the other activities on the Site, be made available by the Customer to the Supplier against payment and at the sole risk of the Supplier.

10.7. The Supplier is aware that other firms are also engaged on Site while its activities are in progress. This fact requires that the Customer's Site management must intermittently coordinate these activities. The Supplier shall not be entitled to any additional payment or time extension due to normal restraints in the execution of the Works on Site, whether or not such restraints result from any such coordination.

10.8. The Supplier shall immediately notify the Customer's Site management of any abnormal on-Site delays in the execution of the Works which occur or which it must reasonably anticipate. As a condition precedent for any claim for payment or additional payment the Supplier may have under the Contract in respect of idle time (if any), it shall submit an estimation on the hours of idle time likely to be spent on Site by its personnel or any Sub-Supplier's personnel.

The Supplier shall keep separate and detailed records of the actual hours of idle time and present such records to the Customer's Site management for counter-signing on a daily basis. Reports which are presented more than 2 Days after the event will not be considered. Idle time on Site shall, if to be reimbursed by the Customer, be remunerated on the basis of such counter-signed records only.

Idle time on Site shall, if to be reimbursed by the Customer, exclusively be remunerated on the basis of the hourly wage rates, if any, specified under the Contract.

The Customer's Site management may instruct or allow any reduction of the Supplier's or any Sub-Supplier's personnel on Site in order to mitigate cost and expense for the benefit of the Supplier or the Customer, as the case may be. Irrespective of anything to the contrary in the Contract, any such instruction or allowance or any allowance of idle time shall in no event give rise to a claim for payment, additional payment or extension of time, unless under the Contract the Customer is solely responsible for the event giving rise to the abnormal onsite delay.

Neither any such instruction or allowance to reduce personnel on Site nor any allowance of idle time or the counter-signing of the separate records as mentioned above shall be interpreted as any acknowledgement of a claim for payment or additional payment.

10.9. Neither the Customer nor the Client shall have any liability for the supply of power, water or similar amenities to the Supplier. The Supplier shall take precautions against possible shortages in such supplies and take any necessary measures to ensure that the amenities used by him are fit for being used for the Works.

The Supplier shall take reasonable care when using property belonging to third parties (including public and private thoroughfares, land, supply and sewage lines). The Supplier shall be liable for any damage caused by it to such property.

10.10. The Supplier shall, upon request by the Customer, demonstrate that it is complying with all obligations required by the labour and social laws and other related laws. For this purpose, the pertinent documents shall be kept available at all times and presented to the Customer upon request. If the Supplier does not fulfill the aforesaid obligations, the Customer shall be entitled to retain an appropriate amount of payments due until such failure is remedied.

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10.11. On completion of the Works, the Supplier shall clear all areas allocated to it, remove its machinery, tools, surplus materials, refute and all its auxiliary structures (including all buildings and fixtures whether under or above ground the Supplier has set up for its own requirements) and leave the Site in a clean and proper condition to the satisfaction of the Customer.

11. Erection, Commissioning, Acceptance Tests and Trial Operation

11.1. Erecetion comprises the time from delivery to Site until successful completion of erection. Commissioning comprises the time from the beginning of functional testing until successful completion of any trial operation. Commissioning shall start upon completion of erection, but not earlier than agreed in the Time Schedule.

The Supplier shall submit the erection and/or commissioning program including a detailed time schedule for approval by the Customer not later than 6 months prior to the anticipated start of erection or commissioning, as the case may be.

30 Days prior to the start of commissioning according to the commissioning program, the Supplier shall notify the Customer of the readiness for commissioning.

Erection and commissioning activities shall be performed by the Supplier under its direction and responsibility. The Customer, the Client and any person appointed by any of the foregoing, shall have the right to witness such activities. Completion of erection and commissioning shall be confirmed by means of a joint report to be prepared by the Supplier and signed by the Parties.

11.2. The Supplier shall perform any Acceptance Tests as set forth in the Contract. If no Acceptance Tests in the works or factories of the Supplier are agreed, the Acceptance Tests shall commence upon completion of erection and/or commissioning, as the case may be.

Any Acceptance Test may be witnessed by the Customer, the Client, the Client's Representative and any person appointed by any of the foregoing.

11.3. Any trial operation for the period specified or referenced in the Purchase Order shall take place to verify the guaranteed properties and performance data of the Works, unless such verification has already taken place within the scope of commissioning activities or the Acceptance Tests. Trial operation shall immediately start on successful completion of the Acceptance Tests, if overall scheduling arrangements for the Project so permit, otherwise at the earliest time feasible. Trial operation shall be performed under the direction and the responsibility of the Supplier in the presence of the Customer and, as appropriate, of the Client, the Client's Representative and any person appointed by any of the foregoing.

A joint report shall be prepared by the Supplier after satisfactory completion of trial operation and be signed by the Parties.

11.4. The Supplier shall provide free of charge all the resources including the consumables, test instruments and facilities required for the commissioning, Acceptance Tests, and trial operation of the Works and shall bear all costs and expenses incurred by it.

11.5. If any of commissioning, Acceptance Tests or trial operation must be extended, interrupted or repeated, all costs and expenses arising therefrom shall be borne by the Supplier, unless the responsibility for the repetition, interruption or extension lies solely with the Customer or the Client.

11.6. The Customer may at any time prior to Provisional Acceptance as per Clause 12 require any additional tests to be carried out if it assumes the Works or any part thereof to be defective or deficient. The costs of such tests shall be at the Customer's account, provided no Defect is revealed.

11.7. If holding points are agreed in the Time Schedule the Supplier shall 10 Days prior to covering up parts of the Works inform the Customer of its intention to allow any inspections or tests. If the Supplier does not comply with this obligation or if the Customer, the Client or the Client's Representative assume that the Works or any part thereof already covered are defective or deficient, the Customer may order the uncovering of the Works or part thereof. The cost of such uncovering shall be at the Customer's account, provided no Defect is revealed.

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12. Acceptance

12.1. If not otherwise agreed provisional acceptance shall occur upon completion of the Works in accordance with the Contract (including any erection, commissioning, trial operation, and Acceptance Tests to be executed by the Supplier, if any). Provisional Acceptance shall occur upon such completion and the issuance of a Provisional Acceptance Certificate (PAC), duly signed by the Parties. The PAC may be issued (without any obligation of the Customer in this respect) despite of remaining Defects under the condition that these remaining Defects are listed in writing and are to be rectified by a time specified by the Customer.

12.2. If, due to the overall time schedule for the Project any activities required for Provisional Acceptance can only be executed at a later stage, the Customer may use the Works, notwithstanding that a PAC has not been issued, for any purpose necessary for the finalization of the Project. Any such use by the Customer shall be in accordance with the operating and maintenance manuals provided by the Supplier and shall not constitute Provisional Acceptance. Operational use of the Works shall not be deemed Provisional or Final Acceptance thereof.

If, and only if, the Supplier's scope of Works does not include activities on Site,

(i) a receiving inspection on the packaging for supplies shall be carried out by a Customer's representative within 4 weeks of delivery in accordance with the Contract. The Customer shall notify the Supplier of any visible Defects of the packaging detected within 4 weeks from the receiving inspection.The Customer may, but shall not be obliged to remove the packaging in the course of the receiving inspection and shall, for the duration of the Defects Liability Period continue to be entitled to all contractual remedies regarding Defects or deficiencies that could only be detected by the Customer after unpacking or during use of the Works; and

(ii) the Supplier shall provide a completion report or study report for completed services. The Customer shall reasonably review the report and notify the Supplier of any Defects detected within 4 weeks from the receipt of the report.

If a Defect or deficiency is detected in the course of the receiving inspection or review, as the case may be, the Supplier shall repair or replace or re-perform the Works at its own cost and risk to remedy the Defect or deficiency. If the Customer does not give any notification of any visible Defects of the packaging for supplies or Defects in the report for services, all as aforesaid and the Supplier has completed all parts of the Works, and only then, the Supplier may apply for a PAC with respect to the Works.

If the Supplier’s scope of Works includes activities on Site and a specific procedure is not included in the Purchase Order, the Supplier shall notify the Customer in writing 7 Days in advance that the Works are completed. A joint control of completion of the Works (including necessary tests and check of conformity of the Works as agreed in the Contract) shall then be conducted within 4 weeks of the notified completion date. If the Works include commissioning services, the joint control may only occur following a period of (trial) operation for 30 Days. If a Defect or deficiency is detected in the course of the joint control or (trial) operation, as the case may be, the Supplier shall repair or replace or re-perform the Works at its own cost and risk. In case the Supplier’s remediation of all Defects and deficiencies detected and the completion of the Works is approved by the Customer, the Supplier may apply for a PAC with respect to the Works.

As long as a notified or detected Defect or deficiency is not remedied to the Customer’s full satisfaction, the Customer may reject the Works and any costs for the repetition of inspections, reviews, controls, tests and checks due to Defects shall be borne by the Supplier.

The Customer shall issue the PAC, or a statement of non-conformity within a reasonable timeframe from the Supplier’s application.

12.3. After the lapse of the Defects Liability Period, the Supplier may apply for a Final Acceptance Certificate (FAC) which shall be issued by the Customer if the Supplier has fully complied with all of its obligations under Clause 14.

13. Transfer of Title and Risk

13.1. Transfer to the Customer of title to the supplies or any parts thereof shall occur upon the earlier of (i) arrival of the supplies or parts thereof on Site; (ii) the time of transfer of risk; (iii) the time of payment; or (iv) when the requirements of Clause 9.5 (a) and (b) have been satisfied.

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13.2. Transfer to the Customer of risk for the Works shall occur upon according to the Incoterm® 2020 rule agreed. Risk shall however pass back to the Supplier for any Works or part thereof rejected or handed over to the Supplier for remediation of Defects or deficiencies.

14. Defects Liability

14.1. The Supplier shall ensure that the Works are, when supplied and during the full term of the Defects Liability Period, free from Defects and are new and are fit for the purpose as specified in the Contract.

The fact that the Customer, the Client, the Client's Representative, any Competent Authority or any person appointed by any of the foregoing may have approved Documents, participated in or witnessed any inspections or tests or signed a PAC, and failed to raise objections shall not release the Supplier from any of its obligations under this Clause 14.

14.2. The Supplier shall, free of charge and at its own costs and expenses (including but not limited to all disassembly, assembly, transportation or incidental costs), rectify by repair or replacement any Defect, which occurs prior to or upon Provisional Acceptance or during the Defects Liability Period.

14.3. The Defects Liability Period shall be extended by the period during which operation of the Works was interrupted due to any Defect.

The Defects Liability Period shall, in no event, expire in respect of any item repaired or replaced, unless a period of 24 months following the date when the repair or replacement was executed has elapsed. With each repair or replacement, the Defect Liability Period for such repaired or replaced part starts anew.

In no event shall the Defects Liability Period expire before all Defects detected and notified prior to the end the Defects Liability Period have been rectified.

14.4. The Customer shall notify any reasonably detectable Defect as soon as reasonably possible and in such detail as is easily available. The Supplier shall not be relieved from its obligations under this Clause 14 by any failure of the Customer to notify any Defect.

14.5. Any Defect shall be rectified within the shortest period reasonably possible upon notification of the Defect by the Customer, and, if necessary, by means of shift work, overtime or work on public holidays. The Supplier shall restore the Site to a satisfactory condition after completion of rectification of the Defect.

The Supplier shall take all temporary measures as far as technically possible to avoid any interruptions in the operation of the Project by a Defect and shall bear all costs and expenses arising from such temporary measures. The Supplier shall, at no cost to the Customer, closely cooperate with the Customer, the Client and any third party appointed by them regarding the timing and execution of any measures necessary to rectify the Defect, as to avoid any interruptions in the operation of the Project, including execution of measures during planned outages.

Items replaced by the Supplier under this Clause 14 shall become its property and shall be immediately removed from the Site, if not directed otherwise by the Customer.

14.6. If similar items have to be repaired or replaced repeatedly, or if the Customer has reason to believe that similar items will reveal the same Defect, the Supplier shall take appropriate measures including modification of design or use of other material to eliminate the cause of such serial Defect and shall agree to a reasonable extension of the respective Defects Liability Period for all said similar items.

If items are modified or replaced, the Supplier shall, to the extent necessary or advisable and free of charge to the Customer, replace or modify any respective spare parts or modules delivered.

14.7. If the Supplier refuses or is unable to rectify any Defect or delays the performance of its obligations under this Clause 14, or in the case of urgency, or if, in the sole opinion of the Customer or the Client, a rectification of any Defect by the Customer or the Client is more economic than any rectification by the Supplier, then the Customer or the Client may rectify the Defect itself or employ any third party for this purpose. The Supplier shall be prior notified of any such action taken, and

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shall bear the risk and any reasonable costs and expenses caused by the exercise of such remedy.

Any such remedy to have the Defect rectified by a party other than the Supplier shall not relieve the Supplier from any of its obligations under this Clause 14.

14.8. If the Supplier refuses to rectify any Defect or if the rectification of a Defect seems unreasonable taking all circumstances into consideration, the Contract Price shall be reduced in the Customer's reasonable discretion. Irrespective anything in the Contract, any reduction of the Contract Price as per this Clause 14.8 shall not be taken into consideration in the calculation of any penalties or liquidated damages, any limitations provided under the Contract or in the amount of any securities stipulated under Clause 25 or the Purchase Order.

14.9. The above remedies shall not be in lieu of, but in addition to any statutory remedies available under the Applicable Laws.

15. Indemnification and Liability

15.1. The Supplier will indemnify the Customer, its directors, officers, employees, agents and other auxiliary persons as well as its Affiliates, successors and permitted assignees and each party the Supplier is obliged to indemnify, including the Client, against all losses and damages in connection with:

(a) bodily injury, sickness, disease or death, of any person whatsoever, arising out of or in the course of, or by reason of the design, execution or completion of the Works and the remedying of any Defects, and
(b) damage to, or loss of any property, real or personal, arising from, relating to or in connection with the performance by the Supplier of its obligations under the Contract,
(c) any action or claim made by, or judgement awarded in favour of, a third party against the Customer or any of its Affiliates, arising out of the breach by the Supplier of the Applicable Law;
(d) any claim by a third party that the Works infringe upon the Intellectual Property Rights of such third party whether as a result of (i) the Supplier's design, manufacture, construction or execution of the Works, or (ii) the use of the Supplier's goods or the Works,
(e) any amounts, including taxes or penalties, finally assessed by a court or a competent authority against the Customer which are obligations of the Supplier pursuant to the provisions of the Contract.

15.2. Indemnification Procedure:

(a) The indemnifying Party will, at its expense, defend any action or claim brought against the indemnified Party and pay any damages, cost and fees (including reasonable legal fees) finally awarded against the indemnified Party or any settlement agreed with the claimant, provided in all cases that (i) the indemnified Party notifies the indemnifying Party promptly upon becoming first aware of the action or claim; (ii) allows the indemnifying Party, to the extent permitted by applicable rules of procedure, to have sole control of such defence and any settlement; and (iii) gives the indemnifying Party reasonable assistance (at the indemnifying Party's expense) in the defence and any settlement;

(b) the indemnifying Party at its sole option will be entitled to settle or compromise the action or claim;

(c) if the proceedings relate to a breach of third party Intellectual Property Rights, and an injunction, whether temporary or permanent, is obtained against the use of any of the services, supplies or part thereof, by reason of such infringement, the indemnifying Party will, at its own expense, procure the right for the indemnified Party to continue using the services or supplies at its own cost and expense and in such a manner so as to minimize disturbance to the Client's business activities, replace or modify the affected services or supplies, without impairing their quality and functionality, so that they are no longer infringing the third party's Intellectual Property Rights or, if the Supplier cannot achieve such solution the Contract will be rescinded in accordance with Clause 21, all payments are reimbursed and the Supplier is liable for damages within the limits set forth hereafter.

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15.3. The Supplier shall be liable for any breach of the representations and warranties and any property damage to the Project (other than to the Works) caused by any Defect without any fault (negligence) attributable to the Supplier, its directors, officers, employees, agents, servants or Sub-Suppliers.

15.4. In all cases the Party claiming a breach of contract, negligence, wrongful act or omission or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

15.5. In case the Supplier commits or participates in a violation of applicable competition laws in relation to the Purchase Order or the Contract, including but not limited to bid rigging, notwithstanding any other remedies available to the Customer in such a case, the Supplier shall pay to the Customer liquidated damages in an amount of 15% of the Contract Price, unless a different amount of damages is proven by either Party. This also applies in case the Contract is already fulfilled or terminated.

Acts or omissions by any third party commissioned by or acting for the Supplier shall be deemed acts or omissions by the Supplier for the purpose of this Clause 15.5.

15.6. Except for liability for bodily injury and losses and damage resulting from non-compliance with confidentiality and/or intellectual property provisions and/or gross negligence and/or willful misconduct, the Supplier's liability under the Contract shall be limited to an amount equal to Contract Price.

15.7. The Customer shall not be liable for any indirect and/or consequential damage (such as, but not limited to loss of profit, loss of production, loss of opportunity, shortfall, damage to the corporate image or brand), whatever the time, the origin and the cause of such damage or loss suffered by the Supplier, it being understood that losses and damage resulting from non-compliance with confidentiality and/or intellectual property provisions shall under no circumstances be considered as indirect or consequential damage

15.8. If agreed in the Purchase Order, the Supplier is liable for liquidated damages or penalties with respect to technical performance as specified in the Purchase Order. Unless stated otherwise in the Purchase Order and except for cases of gross negligence or wilful misconduct, payment of such penalties or liquidated damages pre-empt the Customer from the right to claim further damages for not achieving such technical performance.

16. Intellectual Property Rights

16.1. Unless stipulated otherwise in the Purchase Order, the Supplier assigns all the intellectual property rights generated in the course of the execution of the Contract (hereinafter "Results"), on an exclusive basis to the Customer, the ownership and title being transferred along completion if legally permissible.

The Supplier waives all and any rights whatsoever it may claim on the Results and warrants that it has procured the same waiver from its personnel, Sub-Suppliers and their personnel. The Results shall be deemed confidential information made available by the Customer as per Clause 19.2 and must be treated as such by the Supplier.

The Contract Price includes the lump sum remuneration of the Supplier for the above-mentioned assignment of the Results to the Customer as specified in this Clause 16.1.

The Customer shall therefore be free to use the Results as it wishes, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results.

The Supplier shall not restrain or otherwise hinder the use of the Results by the Customer, in particular through an intellectual property right. In case the unrestricted use of the Results by the Customer requires rights of use on the Supplier's intellectual property created prior to or independent from the Contract, the Supplier grants the the Customer a worldwide, unrestricted, fully paid-up, non-exclusive and transferable right of use to the extent required for the unrestricted use of the Results. The remuneration for this license is expressly included in the Contract Price.

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To the extent the Results include copyrights or other rights, which cannot be assigned to the Customer due to statutory regulations, the Supplier grants the Customer a worldwide, unrestricted, fully paid-up, non-exclusive and transferable right of use for the Results, including, but not limited to the right to publish, broadcast, exhibit, display, disclose, copy, alter, adapt, modify, arrange, translate, integrate, decompiles, grant sublicenses to any Affiliate, the Client or any person designated by the Customer or the Client and allow the Client and any Affiliate to grant such sublicenses and all other use whatsoever. The Supplier undertakes to mark documents containing Supplier's know-how clearly as such. The remuneration for this license is expressly included in the Contract Price.

16.2. Should the performance of the Purchase Order and/or use of the Results require the use of intellectual property rights or know-how belonging to third parties, the Supplier shall be responsible to obtain assignment or license in terms similar to this Clause 16 from the said third parties for its own benefit, including the right to sublicense them to the Customer. The remuneration for this assignment or license is expressly included in the Contract Price.

16.3. This Clause 16.3 shall apply to Results, including but not limited to intellectual property rights in inventions, software and databases created by the Supplier's employees in performing the Contract (for the purposes of this Clause 16, the term "employees" means any natural person working for or on behalf of the Supplier). The Supplier undertakes to secure the same commitments as those specified in this Clause 16.3 from any Sub-Suppliers.

The Supplier shall take all necessary measures, including, but not limited to exercising rights and entering into remuneration contracts with its employees, in order to acquire the Results or – in case of copyrights – all rights of use, created by its employees in the course of performing the Contract and bear all remuneration to be payable to its employees for such acquisition and later use of the Results. Subsequently the Supplier shall assign the Results to the Customer and the remuneration for such transfer is expressly included in the Contract Price.

The Supplier shall be responsible to obtain the fulfilment by its employees of all formalities such as signing the necessary powers of attorney, deeds of assignment or statement as requested by the Customer to ensure the transfer and legal protection of the Results for the Customer.

16.4. The Supplier warrants that all Results assigned, rights granted and licenses given to the Customer under this Clause 16 shall be free from and not breach any third party rights whatsoever. The Supplier shall indemnify and hold the Customer harmless against any claims in that respect from third parties and, in case of breach of this warranty acquire the required licenses or otherwise remedy the breach at its own cost.

17. Assignment

17.1. The Supplier shall not assign the Contract, any part thereof or any of its rights or obligations thereunder without the prior approval of the Customer. Any such assignment shall be subject to the Supplier ensuring that the assignee complies with any obligations under the Contract. Prior to any assignment (notably within the frame of factoring, delegation or subrogation) of its monetary claims under the Contract, the Supplier must duly notify the Customer of its intention to do so by prior written notice. If assignment is agreed, it shall identify such assignment on its invoices.The Supplier shall request the new beneficiary creditor to personally send the Customer a written notice of claim assignment. The Supplier irrevocably undertakes (in instances where it receives payment by mistake and irrespective of any exceptions it may invoke against the person, organization or credit institution benefitting from the receivables) to immediately and directly pay this third party the funds received, at its own expense, and discharge the Customer of any liability in that respect. If this procedure is not followed, the Supplier is required to hold the Customer harmless and indemnify it against any claims by the new beneficiary creditor.

17.2. The Customer may, in its sole discretion, novate or assign the Contract, any part thereof or any of the Customer's rights or obligations thereunder to any third party involved in the Project or any Affiliate, and the Supplier shall be bound by such novation or assignment. The right to novate the Contract, any part thereof or any of the Customer's rights or obligations thereunder shall include the Customer's right to replace the Contract with separate contracts. The Supplier agrees to be a party to any novation or assignment pursuant to this Clause 17.2, if the Customer so requests, and to execute all relevant documents in connection therewith.

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18. Subcontracting

18.1. The Supplier shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Supplier shall not subcontract any part of the Works without the prior approval of the Customer. This approval shall not be unreasonably withheld.

18.2. The Supplier shall be responsible for the observance by all Sub-Suppliers, their directors, officers, agents, servants and employees of any law and all the provisions of the Contract including the compliance of any Sub-Supplier with instructions given by the Customer according to this Contract, and for all works, supplies, services, materials, drawings and documents provided or procured by any of them. The Supplier shall be responsible for the acts, defaults and neglects of any Sub-Supplier, Sub-Supplier's directors, officers, agents, servants or employees as fully as if they were the Supplier's own acts, defaults and neglects.

18.3. The Supplier shall furnish the Customer with all the particulars of any Sub-Supplier employed or to be employed for the Works. Such particulars shall include details of the Sub-Supplier's qualifications and resources and the exact scope of the part of the Works included or to be included in the subcontract.

18.4. If a Sub-Supplier has undertaken any continuing and assignable obligation to the Supplier with regard to any part of the Works, provided or procured by said Sub-Supplier and if such obligation extends beyond the termination of the Contract, the Supplier shall, upon the termination of the Contract, assign the benefit of such obligation to the Customer, or any third party designated by the Customer.

18.5. All orders placed by the Supplier with Sub-Suppliers and all correspondence relating to the Works shall quote the Customer's Project ID code and the Project name. Promptly after the placing of any order by the Supplier or any of its Sub-Suppliers, the Customer shall be supplied with one copy of said order, which need not contain any prices.

18.6. The Supplier shall employ only experienced and reliable Sub-Suppliers which are in good financial standing and which apply Good Professional Practices, and shall not place an order with any Sub-Supplier that does not meet the quality assurance standards agreed upon in the Contract.

18.7. The Supplier shall not agree with any of its Sub-Suppliers that payment by the Customer is a condition precedent for any payment ("pay-if-paid" regulation) or a requirement for any maturity of any payment ("pay-when-paid" regulation) by the Supplier under the relevant subcontract.

18.8. If a Sub-Supplier (a) becomes bankrupt or insolvent, (b) has a receiving order made against him, (c) compounds with its creditors, (d) carries on business under a receiver, trustee or manager for the benefit of its creditors or (e) goes into liquidation, or if any of the foregoing is likely to occur, the Supplier shall immediately inform the Customer thereof and take all necessary measures to ensure that the execution of the Works is not delayed or otherwise impaired. The Customer is, in addition to any other rights and remedies it may have under the Contract, entitled to recover from the Supplier any cost and expense reasonably incurred by the Customer as a result of the Sub-Supplier's financial problems as set forth before.

18.9. The Supplier shall incorporate all relevant terms and conditions of the Contract in its agreements with any Sub-Suppliers. In particular, the Supplier shall ensure that all Sub-Suppliers observe the provisions of this Clause 18 such that the Customer enjoys the same benefits and rights specified in this Clause 18 in respect of any subcontracted part of the Works.

18.10. The Customer shall be entitled (but not obliged) to settle a Sub-Supplier claim directly if such claim is acknowledged in writing by the Supplier. In this case, the Customer is entitled to set off such claim amount against the payment (consideration) of the Supplier as defined in the Purchase Order. The Customer shall further be entitled to withhold the amount of any potential Sub-Supplier claims from any further payments to the Supplier as defined in the Purchase Order in case such Sub-Supplier’s claims are not acknowledged in writing by the Supplier. The Supplier may collect the withheld amounts only upon reasonable proof that no liens may be registered for Sub-Supplier’s claims.

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19. Publications, Confidentiality

19.1. The Customer reserves the right to issue or allow third parties to issue publications relating to the Project. Publications to be issued by the Supplier shall be subject to prior approval of the Customer. This approval shall not be unreasonably withheld.

19.2. Any information, whether in writing or not, made available to one party ("Receiving Party") by the other party ("Disclosing Party") in connection with the Contract shall be treated confidentially by the Receiving Party and shall not be made available to third parties or otherwise disclosed or transferred, directly or indirectly without the prior approval of the Disclosing Party or used by the Receiving Party other than for the purposes of fulfilling the obligations and exercising the rights expressly granted under the Contract. To the extent disclosure to third parties is strictly required to fulfil the Receiving Party's obligations under the Contract such disclosure shall be permitted, subject to all such third parties being bound by the Receiving Party to abide by all obligations, in particular the obligation of confidentiality, as described in this Clause 19.2. The Receiving Party shall, upon request of the Disclosing Party enforce any such relevant commitment. The Supplier shall, upon request of the Customer or upon completion or termination of the Contract return to the Customer or destroy and finally delete all such information made available by the Customer in connection with the Contract and certify such destruction and final deletion. This shall not apply to the extent the Supplier has to keep such information in storage for a longer period as well as for any automatically generated electronic backup copies of such information, which cannot be destroyed and finally deleted or returned with a reasonable effort. For such information, the obligations of this Clause 19.2 shall continue to apply until finally returned or destroyed and finally deleted or such information becoming publicly known without breach of this confidentiality undertaking.

The obligations of confidentiality in this Clause 19.2 shall not apply to information which (a) was already or later becomes publicly known without breach of this confidentiality undertaking by the Receiving Party or any third party to whom it disclosed the information, (b) was already in the possession of the Receiving Party without obligation of confidentiality or (c) was developed by the Receiving Party independently from the information provided by the Disclosing Party. The obligations of confidentiality in this Clause 19.2 shall further not apply for any documents or information to be delivered or handed over by the Supplier to the Customer as part of the Works.

19.3. All matters associated with the execution of the Contract and the contractual relationship between the Parties shall be handled by the Supplier in strictest confidentiality and shall in no circumstances be related or divulged to third parties without prior approval of the Customer.

19.4. The Supplier acknowledges that the Customer's names and trademarks are the latter's property. The Supplier undertakes not to use them in any context whatsoever, inter alia including but not limited to for advertising purposes, without the express prior written consent of the Customer.

20. Suspension

20.1. The Customer may at any time instruct the Supplier to suspend the execution of the Works or any part thereof. During suspension, the Supplier shall properly protect, store and secure any part of the Works suspended against any deterioration, loss and damage. The limitation period for claims already existing at the start of suspension and the time to exercise any contractual options for the Customer, if any, shall be extended accordingly by the period of suspension.

20.2. The Supplier may claim from the Customer the reimbursement of any additional cost reasonably incurred by the Supplier in following the Customer's instructions under Clause 20.1 and in resumption of the Works, unless

(a) such suspension is instructed by reason of an act, omission or default of the Supplier; or

(b) such suspension is necessary by law, for the safety or the proper execution of the Works or any part thereof; provided that the Customer shall remain liable for the reimbursement of additional cost if such necessity is a result of an act, omission or default of the Customer.

20.3. The Supplier shall not be entitled to reimbursement of additional cost unless it notifies the Customer of its intention to claim within 7 Days after receipt of the Customer's instruction to suspend.

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20.4. If the Customer instructs the resumption of the Works, the Supplier shall immediately examine the Works affected by the suspension, make good any deterioration or defect or deficiency in or loss of or damage to the Works that may have occurred during the suspension and proceed with the execution of the Works. The Supplier shall not be entitled to payment for costs incurred in making good any deterioration, defect, loss or damage to the extent they are caused by any Defects or any act, omission or default of the Supplier under the Contract. Further, the Supplier shall not be entitled to withhold the performance of its obligations under Clauses 20.1 and 20.4 on account of an outstanding agreement on or an undischarged obligation for payment of all or part of the costs to be reimbursed by the Customer as per Clauses 20.2 and 20.3.

20.5. Subject to Clause 20.3, the Supplier shall, after (i) the earlier of resumption of the Works or termination of the Contract or the lapse of 12 months following the suspension, and thereafter no more frequently than every 12 months, and (ii) having provided the Customer with due substantiation and evidence as well as reasonable time to review and assess such evidence, be entitled to submit to the Customer an invoice for the costs, which are reimburseable as per Clauses 20.2 and 20.3. Otherwise the payment conditions of the Contract shall apply with respect to the payment of the costs under this Clause 20.

21. Termination

21.1. The Customer may, at its absolute discretion and without having any reasons pursuant to Clause 21.2*,* terminate the Contract by giving notice to the Supplier. In the event of such termination, the Customer shall, to the exclusion of any further monetary claims of the Supplier, pay to the Supplier the price for the part of the Works completed in accordance with the Contract by the time of termination, the proven, unavoidable additional costs incurred by the Supplier due to the termination as well as the direct and irrevocably committed costs for the part of the Works not completed anymore due to the termination and the Supplier shall in return deliver to the Customer all Works completed or in progress at the time of termination in their respective state of completion. In case of such termination, the Customer shall be entitled to complete the Works itself or by any other supplier. The Customer shall further be entitled, but not be obliged to instruct the application of the consequences as set forth in Clauses 21.3(b), 21.3(c) and/or 21.3(d) against compensating the Supplier for it at reasonable market conditions.

Notwithstanding anything to the contrary stipulated in the Contract, the Customer's total liability as per sentence 1 of this Clause 21.1 shall be limited to the Contract Price.

21.2. Without prejudice to Clause 21.1, the Customer may terminate or rescind the Contract in whole or in part by giving notice to the Supplier and expel the Supplier from the Site, if the Supplier

(a) is not executing the Works in accordance with the Contract or is neglecting to perform any of its obligations thereunder and the Supplier fails to make good such failure or neglect within a reasonable time set by the Customer; or

(b) assigns the Contract or any part thereof or subcontracts the whole of the Works without the Customer's prior approval; or

(c) becomes bankrupt or insolvent, or if it will, in the reasonable opinion of the Customer, be unable to pay its debts when they fall due, has a receiving order made against him, compounds with its creditors, carries on business under a receiver, trustee or manager for the benefit of the Supplier's creditors or goes into liquidation, or if any of the foregoing applies for any Sub-Supplier whose supplies and services are decisive for the timely execution of the Works; or

(d) after the conclusion of the Contract, is controlled by a different legal entity from that by which it was controlled at the time of the conclusion of the Contract provided that this legal entity is a competitor of the Customer as far as the Works are concerned; or

(e) has failed to provide the Customer with any security owed by the Supplier under the Contract, within the appropriate time limits; or

(f) suspends or otherwise stops the execution of the Works, unless it is entitled to do so under the Contract; or

(g) is prohibited to execute the Works in accordance with the Contract by reason of export restrictions or international sanctions (as defined in Clause 3.11), unless such restriction constitutes Force Majeure, in which case Clause 22.5 shall apply; or

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(h) refuses to rectify any Defect or any Defect is not rectified within a reasonable time, or the Works are so defective that it is, in the opinion of the Customer, impossible to rectify them; or

(i) itself or any of its Sub-Suppliers (including any of the Supplier's and Sub-Supplier's directors, managers, employees or agents) has directly or indirectly made, received, provided or offered, in bad faith or contrary to public policy, any gift, entertainment, payment, loan or other consideration for the purpose of influencing the conclusion of the Contract or the performance of any rights or obligations thereunder or has in any other way breached the applicable laws, rules or regulations on competition, bribery, corruption, extortion, influence trafficking and money laundering or any similar legislation applicable to the Customer or the Project; or

(j) has materially breached any other clause of the Contract and has not remedied such breach within a reasonable time set by the Customer.

Any expulsion and termination or rescission under this Clause 21.2 shall be without prejudice to any other rights or powers of the Customer under the Contract, including its right to claim damages. For the avoidance of doubt, while termination ends the Contract *ex nunc*, rescission results in a termination *ex tunc*. The Customer is in its sole discretion entitled to choose whether to terminate or to rescind.

21.3. After termination under Clause 21.2

(a) the Customer may, to the extent terminated, complete the Works itself or by any other supplier at the Supplier's sole cost and expense; and

(b) the Customer shall be entitled to retain and use for the completion of the Works any of the Supplier's equipment which is on the Site and the Customer shall pay a reasonable rental rate for any such retaining and use; and

(c) the Supplier shall, as instructed by the Customer, assign any subcontracts, equipment and material contracts, and any Works in progress including all Intellectual Property Rights relating thereto to the Customer or any person designated by the Customer in writing; and

(d) the Supplier shall, as instructed by the Customer, immediately and at no separate cost take all other necessary steps and provide the Customer with all support, assistance, training, information and documents reasonably required to ensure a smooth and complete handover to the Customer of the Works, to the extent completed or in progress, and their completion by or on behalf of the Customer.

21.4. The Supplier shall immediately upon termination return to the Customer any advance or down payments made. As soon as practicable after any termination under Clause 21.2, the Customer shall determine the value of the Works, to the extent executed and completed in accordance with the Contract and, despite the termination, are still usable for the contractual purpose by the Customer, which, after deduction of all payments previously made by the Customer to the Supplier, shall be deemed to be the amount due to the Supplier; provided that such amount shall not exceed the amount which would have been due in case of termination under Clause 21.1.

The Customer shall not be liable to make any further payments to the Supplier with regard to the Works until the Works terminated have been completed. When the Works are so complete, the Customer shall be entitled to recover from the Supplier the extra costs and expenses of completing the Works as well as all loss incurred by the Customer as a consequence of the default giving rise to termination. The Customer may set off any amounts due to him from the Supplier against any amounts due to the Supplier under the Contract.

21.5. Upon rescission under Clause 21.2

(a) the Supplier shall immediately repay all amounts received from the Customer for the Works rescinded plus interest from the date of receipt thereof by the Supplier until the date of receipt of the repayment by the Customer at the rate agreed upon in the Purchase Order; and

(b) the Supplier shall, if not instructed otherwise by the Customer, as soon as reasonably possible, remove all Works rescinded and any related materials, including tools and Site installations, from Site and leave the Site in a workmanlike condition. If the Supplier fails to

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comply with the aforesaid obligation, the Customer may remove all Works rescinded and any related materials, including tools and Site installations, from Site and put the Site in a workmanlike condition by himself or by any other supplier at the Suppliers' sole risk, cost and expense.

21.6. In the event that the Customer

(a) fails to pay the Supplier any undisputed amount within 90 Days after the amount became due for payment under the Contract subject to any deduction the Customer is entitled to make under the Contract; or

(b) becomes bankrupt or insolvent, has a receiving order made against him, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation;

then the Supplier may give to the Customer a notice specifying the default. If the Customer shall continue such default for 14 Days after receipt of such notice, the Supplier shall be entitled to terminate the Contract by giving notice to the Customer.

21.7. Upon termination of the Contract under Clause 21.6, the Customer shall pay the Supplier the value of the Works executed in accordance with the Contract less the amount of all payments previously made by the Customer to the Supplier.

22. Force Majeure

22.1. Neither Party shall be considered to be in default or in breach of its obligations under the Contract to the extent that the performance of such obligations is prevented by any circumstances of Force Majeure which arise after the signing of the Contract.

22.2. If not otherwise defined in the Contract, Force Majeure shall mean all events unforeseeable and unavoidable for and beyond the reasonable control of the Party affected, which materially affects the execution of its obligations under the Contract.

22.3. Notwithstanding anything to the contrary in this Contract, (a) any lack of funds (including any Sub-Supplier's lack of funds), (b) any strike or (c) any lockout and any consequences resulting from any of the foregoing shall not be deemed Force Majeure.

22.4. Upon the occurrence of Force Majeure, the affected Party shall immediately notify the other Party thereof and shall endeavour to continue to execute its obligations as far as reasonably practicable and endeavour to mitigate the effects of the Force Majeure event on the execution of its obligations.

22.5. If any Force Majeure events delay the execution of the Works for more than 60 Days in total, or such delay is reasonably foreseeable, the Customer may terminate the Contract. In case of such termination Clauses 21.3 (b) to (d) and 21.4 paragraph 1 shall apply.

23. Dispute Resolution

23.1. The Parties shall endeavour to amicably settle any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination and including its performance and any arrangements relating thereto (except as expressly otherwise agreed for such arrangements). In their attempt to settle any dispute amicably the Parties shall contemplate, but not be obliged, to seek settlement by mediation under rules to be agreed upon. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other.

23.2. If an attempt at settlement has failed, the dispute shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris ("Rules") by three arbitrators appointed in accordance with the Rules.

23.3. The seat of the arbitration shall be Erlangen, Germany.

23.4. The language to be used in the arbitration proceedings shall be English.

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23.5. Notwithstanding the foregoing, nothing in this Clause 23 shall prevent the Customer from obtaining any injunction, order for specific performance, or similar relief in any competent court.

23.6. Neither any reference to arbitration or mediation nor any dispute or any claim asserted by the Supplier shall entitle the Supplier to suspend or otherwise to stop or reduce the progress of the Works or any part thereof save as otherwise provided in Clause 20 or 21.

24. Law

The Contract, including any question regarding its existence, validity, termination or its performance, shall be governed by and construed in accordance with the law of Switzerland, to the exclusion of the provisions on the conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11,1980 shall be excluded.

25. Securities

25.1. Any payment under the Contract made to the Supplier by the Customer shall generally be secured by a duly signed third party guarantee securing an amount of money equal to the payment, if not otherwise agreed upon in the Contract.

25.2. If the Purchase Order requires the Customer to obtain and deliver a parent company guarantee, the Supplier shall, within 14 Days from the signing of the Contract by the Parties, obtain and deliver to the Customer a duly signed, unconditional and irrevocable parent company guarantee from the Supplier's ultimate parent company guaranteeing full and punctual performance of the Supplier's obligations by the parent company and payment of any sums which the Supplier is liable to pay under the Contract.

25.3. If the Purchase Order requires the Customer to make any advance payment, the Supplier shall obtain and deliver to the Customer a duly signed advance payment guarantee securing an amount of money equal to the advance payment. The amount of the advance payment guarantee shall proportionally be reduced concurrently with the falling due of any payments according to the terms of payment agreed upon in the Purchase Order.

25.4. If the Purchase Order requires the Supplier to obtain and deliver a performance guarantee, the Supplier shall, within 14 Days from the signing of the Contract by the Parties, obtain and deliver to the Customer a duly signed performance guarantee in the sum of the percentage of the Contract Price as provided in the Purchase Order. The performance guarantee shall secure the performance of the Supplier's obligations (including the Supplier’s obligations with regard to rectifying any Defects) in strict compliance with the Contract and the Customer's claims in case of termination. The performance guarantee shall remain valid until and including the elapse of the Defects Liability Period and the issuance of the Final Acceptance Certificate.

25.5. If the Purchase Order requires the Supplier to obtain and deliver a defects liability guarantee, the Supplier shall, on or before the Day of Provisional Acceptance of the Works as per Clause 12, obtain and deliver to the Customer a duly signed defects liability guarantee in the sum of the percentage of the Contract Price as provided in the Purchase Order. The defects liability guarantee shall secure the performance of the Supplier's obligations with regard to rectifying any Defects (including any open items identified in the PAC) in strict compliance with the Contract. The defects liability guarantee shall be valid from Provisional Acceptance until and including the elapse of the Defects Liability Period and the issuance of the Final Acceptance Certificate. The obtaining and delivery of the defects liability guarantee in accordance with the Contract shall be a condition precedent for Provisional Acceptance.

25.6. Any and all of the guarantees issued under the Contract shall – if not otherwise agreed upon in the Contract – be (a) materially in the form – if any – as included in the Contract and from a bank or financial institution satisfactory to the Customer, (b) unconditional, irrevocable and payable on first demand, without raising any objections or defences under the Contract, (c) callable in total or in part (d) at no cost to the Customer and (e) in the currency of the Contract Price. Any calling in part shall not invalidate the respective guarantee in regard of the sum not called.

25.7. For the sole purpose of calculating the amount of any guarantee as set forth above, the Contract Price shall be augmented by any applicable taxes and fees.

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25.8. The Customer's receipt of the parent company guarantee and the performance guarantee (or the defects liability guarantee, as the case may be) as set forth above shall be a condition precedent for the making of any payment by the Customer under the Contract.

25.9. If the Supplier fails to deliver any of the parent company guarantee or the performance guarantee (or the defects liability guarantee, as the case may be) as aforesaid, the Customer shall be entitled to terminate the Contract as per Clause 21.2.

26. Customs Duties, Taxes, Other Duties and Fees

26.1. If not stipulated otherwise in the Contract, the Supplier is fully responsible for the payment of all import/customs taxes and duties and other taxes, duties and fees regarding its scope of the Works, and all such taxes, duties and fees (including personal taxes of employees, such as income tax, social contributions and national insurance of employees) are included in the Contract Price. In addition, the Supplier is fully responsible for the payment of all import/customs taxes and duties and other taxes, duties and fees resulting from subcontracting any portion of the Works.

26.2. If the Customer is obliged by law to pay taxes or duties either on the Supplier's or its Sub-Supplier's behalf or on behalf of the Supplier's employees, the Supplier shall reimburse the Customer any such amount paid. The Supplier is further obliged to provide without delay all necessary information which is required by the Customer to arrange for any such payments.

27. Insurance

The Supplier shall subscribe and maintain in effect the necessary insurance policies for a sufficient amount in order to cover any liability arising out of or in connection with the Purchase Order. Said insurance policies shall be taken out with well known creditworthy insurance companies, and the Supplier shall provide evidence of such insurance policies upon the Costumer's first demand. Subscription or not to said insurance policies does not in any way relieve the Supplier from its liabilities arising out of or in connection with the Purchase Order.

In the event that the Supplier bears the risk for the transport and unless otherwise agreed by the parties, the Supplier shall take out marine cargo insurance covering any and all materials and equipment while they are in transit whether by road, rail, water or air between any two locations including all manufacturers' works, the Site and any intermediate storage within transit. The insured limit shall not be less than the full replacement value in a freely convertible currency. The Marine and Transit Insurance shall be insured on the basis of Institute Cargo Clauses „A" 1.1.82, Institute War Clauses (cargo) 1.1.82 and Institute Strike Clauses (cargo) 1.1.82 - as amended from time to time.

28. Claims for Additional Payment

28.1. Claims for additional payment – if any – shall be limited to grossly extraordinary circumstances and shall under all circumstances be excluded unless notified to the Customer within 20 Days after the extraordinary circumstances arose.

28.2. If the Supplier intends to claim any additional payment under or in connection with the Contract, it shall give notice to the Customer within the time set forth in any other provisions of the Contract or, if no such time has been agreed upon therein, within 20 Days of the start of the event giving rise to the claim. If the Supplier fails to give notice as stipulated before, it shall not be entitled to additional payment.

28.3. The Supplier shall keep such contemporary records and other evidence as may be necessary to substantiate and prove any claim and shall comply with cost structure system provided by the Customer, if applicable. Without admitting its liability, the Customer may, on receipt of the Supplier's notice, monitor such record-keeping and may instruct the Supplier to keep further contemporary records. The Supplier shall permit the Customer to inspect all contemporary records, and shall upon request submit copies to him. The Supplier shall further, upon request of the Customer, provide the Customer with all evidence reasonably required to assess the claim and allow the Customer reasonable time to scrutinize and assess the claim, its substantiation and evidence.

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28.4. Within the time set forth in any other provisions of the Contract or, if no such time has been agreed upon therein, within 20 Days of the Supplier's notice, or such other time as may be agreed by the Customer, the Supplier shall send to the Customer an account giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect such account shall be considered as interim. The Supplier shall then at such intervals as the Customer may reasonably require send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Customer, the Supplier shall send a final account within the time set forth in any other provisions of the Contract or, if no such time has been agreed upon therein, within 20 Days of the end of the effects resulting from the event.

29. Miscellaneous

29.1. No change, amendment, modification, supplement or addition to the terms and conditions of the Contract shall be binding on the Parties unless in writing and duly signed by the Parties and unless expressly identified as a change, amendment, modification, supplement or addition to the Contract. The Parties agree that the electronic exchange of documents, which are signed with an advanced electronic signature as defined in the EU Regulation 910/2014/EC on electronic identification and trust services for electronic transactions in the internal market, fulfils the written form requirement.

29.2. If any provision contained in the Contract is or becomes invalid or is held to be invalid by a competent authority or court having final jurisdiction thereon, all other provisions of the Contract shall remain in full force and valid provisions having an economic effect as similar as possible to the said invalid provision shall be substituted for the said invalid provision.

29.3. The waiver by any Party of a default or breach of any provision of the Contract by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach. No waiver shall be binding on a Party unless in writing and duly signed by the waiving Party.

29.4. The Customer may satisfy any entitlement to money it may have against the Supplier by way of setoff and may withhold any reasonable amount of money payable to the Supplier as security for any claims the Customer may have under or in connection with the Contract.

29.5. The Parties to the Contract are independent from each other and neither Party is or shall be deemed a partner or agent of the other Party. The employees and laborers of neither Party shall be deemed employees or laborers of the other Party.

29.6. The Supplier shall promptly sign all documents and do all things that the Customer reasonably requires to effect or complete the provisions of the Contract and any transactions contemplated by it.

29.7. The Customer may, at any time and for any reason, disclose the existence and terms of this Contract, including the Supplier’s identity and compensation under this Contract, to any person the Customer determines has a legitimate need for this information, including any government or government agency, and current or potential customers, business partners or business associates of the Customer.

29.8. Notwithstanding the termination or rescission of the Contract or any part thereof for whatsoever reason, any clause which by its intention is to survive such termination or rescission, shall remain in full force and effect, including, but not limited to Clauses 19, 23, 24. For the avoidance of doubt, in case of partial termination or rescission, the entire Contract shall continue to apply for the part not terminated or rescinded.

29.9. The Contract embodies all of the terms and conditions agreed upon between the Parties as to the subject matter of the Contract and supersedes and cancels in all respects all previous correspondence, agreements and undertakings, if any, between the Parties. The Contract has been induced by no representations, statements, or agreements other than those set forth therein.

The Supplier's rights and claims as provided for in the Contract shall be exhaustive of its rights and claims arising out of, under or in connection with the Contract or the Works, whether such rights, obligations and liabilities arise in respect or in consequence of a breach of contract, tort or any other wrongful act or omission which gives rise to a remedy at law. The Purchase Order shall

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define, where appropriate, incentives for the Supplier to perform the Purchase Order in an optimized manner.

29.10. Purchase Orders (including, for the avoidance of doubt, any amendments thereto) issued under these conditions lie within the framework of the Framatome Code of Ethics available under:

https://www.framatome.com/de/uber-framatome/welcome-as-a-supplier-and-partner/.

and which the Supplier undertakes to respect.

29.11. The Parties agree on the importance of corporate social responsibility (CSR). The Supplier therefore undertakes, notwithstanding its obligation to comply with any Applicable Law, to give due consideration to social and environmental matters in the interrelation with its stakeholders and throughout its supply chain and to comply with the Customer's Corporate Social Responsibility Committments for Suppliers, available under:

https://www.framatome.com/de/uber-framatome/welcome-as-a-supplier-and-partner/.

The Supplier shall inform the Customer of any event which may generate a social or environmental impact, any identified non-conformities and any proceedings initiated against it by any competent authorities.

This includes the requirements of the German Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetzes). If the Supplier has factual indications that a breach of a human rights or environmental obligations appears to be possible either in his own business area or at his direct or indirect suppliers (substantiated knowledge), the Supplier shall inform the Customer immediately. A breach of these principles entitles the Customer to termination of the Contract in accordance with Clause 21.2, provided that the Customer cannot reasonably be expected to continue the contractual relationship taking into account all the circumstances of the individual case and weighing of the mutual interests of the Parties. This is without prejudice to any other rights and remedies.

29.12. The Parties agree on the importance of information security and want to ensure such information security with regard to the Contract. To achieve this goal, the Customer has established special rules for its Suppliers. By signing of the Contract, the Supplier confirms that he is aware of these Supplier obligations with regard to cyber security, which are available under:

https://www.framatome.com/de/uber-framatome/welcome-as-a-supplier-and-partner/

and which the Supplier shall comply with.

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