

BGL BNP PARIBAS GENERAL PURCHASE CONDITIONS (GOODS & SERVICES)

1. Preamble

1.1. APPLICABILITY

These General Purchase Conditions are applicable to consultations (requests for proposals or other similar procedures), offers¹⁾ as well as to Contracts having in view Purchase Orders for Goods and/or Services, by the Customer being the company BGL BNP PARIBAS or one of its subsidiaries²⁾

1.2. DEFINITIONS

In this document, the words and expressions mentioned below shall have the following meanings:

- **Authorized Representative:** the natural person(s) who is (are) allowed to lawfully represent the Customer.
- **Contract:** the Contract governed by these General Conditions, concluded between the Supplier and the Customer having as subject a Purchase Order of Goods and/or Services.
- **Customer:** BGL BNP PARIBAS or one of its subsidiaries, issuing the request for proposal or subscribing the Purchase Order.
- **Deed of Contract:** any document, irrespective of its form, establishing the conclusion of the Contract (for example, the Purchase Order form of the Customer accompanied by, according to the circumstances of the case, an offer, the tender sent in, or the conformable acceptance of the Supplier; or a document, signed by the Customer and the Supplier, establishing the conclusion of the Contract).
- **BGL BNP PARIBAS** a company under the laws of Luxembourg, with its registered office in 50 avenue J.F. Kennedy L-2951 Luxembourg, registered in R.C.S. B 6481
- **Framework Conditions:** the conditions, which define and stipulate in a general way the business relationship between the Customer and the Supplier. These Framework Conditions may clarify, supplement or even modify both the General Conditions and the Special Conditions.
- **General Conditions:** the present General Purchase conditions, which are applicable to all Purchase Orders for Goods and/or Services by the Customer, unless explicitly contravened. These General Conditions consist of three chapters:
 - The General Conditions which are applicable both to Purchase Orders for Goods and to Purchase Orders for Services.
 - The General Conditions which are specifically applicable to Purchase Orders for Goods.
 - The General Conditions which are specifically applicable to Purchase Orders for Services.
- **Goods:** movable assets.
- **Normal Business Hours:** the normal business hours are from 09.00 to 16.00 hours on a Working Day.
- **Particular Conditions:** the conditions stipulated within the scope of a Contract. The Particular Conditions may clarify, supplement and even modify the General Conditions, the Special Conditions as well as the Framework Conditions.
- **Personal Data:** any information relating to an identified or identifiable natural person.
- **Purchase Order:** a Purchase Order for Goods and/or Services. The notion Purchase Order includes both the pre-contractual and the contractual Purchase Orders. Pre-contractual Purchase Orders are orders, which are yet to be accepted by the Supplier. Contractual Purchase Orders on the other hand mainly cover the orders which have been simultaneously accepted by the Supplier and which therefore constitute the Contract; they may also refer to Purchase Orders which have been issued fully in accordance with the offer of the Supplier, within the acceptance period stated in said offer.
- **Purchase Order for Goods:** every Purchase Order for obtaining Goods within the scope of a purchase agreement.
- **Purchase Order for Services:** every Purchase Order for obtaining Services within the scope of a contract for Services (hiring of works).
- **Sanction:** means any economic sanctions or restrictive measures administered or enforced by the United Nations Security Council, the European Union, the French Republic, the United States or other relevant sanctions authority.
- **Service:** all provision of services, either material or intellectual.
- **Special Conditions:** the supplementary conditions which, unless explicitly contravened, are exclusively applicable to Purchase Orders with regard to some categories of Goods and/or Services. The Special Conditions supplement the General Conditions and may deviate from them.
- **Supplier:** in case of a Purchase Order for Goods, the vendor; in case of a Purchase Order for Services, the service provider or the contractor.
- **Working Day:** all days of the week except for Saturdays, Sundays and public holidays, as well as (sector-based) holidays which are applicable to the Customer.

2. General conditions applicable to purchase orders for both goods and services

2.1. CONSULTATIONS AND OFFERS

The issue of a consultation (a request for proposal or other similar procedure) by the Customer is optional. It shall in no way result in the conventional application by the parties of the regulations on public tenders. The Customer shall not enter into any engagement by issuing a consultation. In particular, it follows:

- The consultation does not constitute any engagement on the Customer's part, neither contractually nor extra-contractually;
- The Customer has the right to withdraw the consultation or to change its conditions, at any moment and without previous notice and without compensation.
- The Customer preserves the right to enter into an agreement at his own discretion with the Supplier of his choice, tenderer or not, and without being obliged to motivate or justify this choice;
- The tenderer that was not elected shall in no way be entitled to claim damages at the Customer's expense.

¹⁾ As a reaction to a request for proposal or otherwise.

²⁾ The notion subsidiary undertaking has to be interpreted as defined in the Article 4.1.16 of the European Regulation n°275/2013.



Offers issued by the Supplier are considered to be irrevocably binding for a period of at least ninety days, starting from the date of receipt by the Customer, unless agreed otherwise in writing.

With the exception of VAT, the price mentioned in the offer by the Supplier is considered to include all fiscal and other charges concerning the Goods and/or Services, as well as all costs for the production, the delivery, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Goods and/or Services at the site indicated by the Customer. This account is indicative, not exhaustive.

2.2.CONCLUSION AND PROOF OF THE CONTRACT

The Contract is concluded by the Supplier's acceptance of the Customer's Purchase Order which may be explicit or tacit. The mere act of delivery of the Goods or the start of the execution of the Services is considered to be an acceptance of the Purchase Order by the Supplier. A Purchase Order is also considered to be accepted if the Supplier did not reject said Purchase Order in writing within five Working Days from its sending date. In case the Customer requested a confirmation in writing from the Supplier, the Contract shall not be brought about until the Customer receives this confirmation.

The Contract can also be concluded while no previous, formal, specific Purchase Order was necessarily issued. A Purchase Order may simultaneously be accepted by the Supplier and thus constitute the Contract. Moreover, the Purchase Order shall be considered accepted by the Supplier if it is fully in accordance with the Supplier's offer and if it is issued within the acceptance term dictated in the offer.

Until the acceptance from the Supplier, the Customer shall have the right to withdraw the Purchase Order by a simple notice. Contrary to the first paragraph of this article, the Customer reserves the right to cancel by a simple notice, ipso jure and without compensation, any Purchase Order for which he did not receive an acceptance in writing.

Notwithstanding the stipulations in the second paragraph of present article, the Purchase Order can be proven exclusively by a Deed of Contract.

To validly bind the Customer, the Deed of Contract shall be signed by an Authorized Representative. As a result, oral Purchase Orders or Purchase Orders in writing which are not signed by an Authorized Representative shall in no way bind the Customer nor constitute any civil liabilities.

2.3.COMPONENTS OF THE CONTRACT – PRIORITY ORDER

The following components form an integral part of the Contract:

- The Deed of Contract;
- The Particular Conditions, if relevant;
- The Framework Conditions, if relevant;
- The Special Conditions, if relevant;
- Present General Conditions.

Any exemption to these General Conditions is valid only if the Supplier and the Customer agree expressly and in writing to such exemption. If the parties agree to some exemptions to the General Conditions, this will not affect the applicability of the remaining clauses in any way, even in the absence of specific provisions.

In case of contradictions between the various components of the Contract, the above-mentioned order shall apply.

In case the Deed of Contract consists of various contractual components, the following order shall apply:

- The Purchase Order of the Customer;
- The appendices of the Purchase Order of the Customer;

- The Customer's request for proposal, if relevant;
- The Supplier's offer.

The contravening clauses, which are put aside pursuant to the order above, are considered to be null and void, and as a result shall in their turn not pre-dominate other clauses which would be in a lower rank pursuant to same order.

If relevant, the Special Conditions, Framework Conditions, Particular Conditions as well as present General Conditions, including the Customer's Purchase Order form, may be incorporated in the Deed of Contract, or be the object of separate documents; in the latter case, an explicit reference shall be made in the Deed of Contract.

2.4.EXCLUSION OF GENERAL AND/OR PARTICULAR CONDITIONS OF THE SUPPLIER

The general (sales or contracting) conditions of the Supplier shall not be applicable to the Contract.

Any stipulation or condition with respect hereto, mentioned in invoices, correspondence or any other documents issued by the Supplier will be considered to be non-existent and may not be invoked against the Customer. In this respect, the acceptance and/or the execution of any Purchase Order from the Customer shall constitute irrefutable proof that the Supplier agrees without reserve with present General Conditions.

Proprietary reservations made by the Supplier are not applicable pursuant to present article. Such a reservation is herewith explicitly rejected by the Customer, and this rejection is accepted explicitly and without any reservation by the Supplier.

Deviations from these General Conditions are valid only if and insofar these deviations are agreed upon explicitly and in writing. If parties agree in writing to make contradictory clauses to these General Conditions, these General Conditions shall for the rest remain into force, even if this is not expressly stated.

2.5.DELIVERY

2.5.1.Contractual term of delivery

The contractual (delivery) terms and/or schedules shall be stipulated in the Particular Conditions and are absolute deadlines. All deliveries of Goods and/or Services shall be executed on a Working Day, during the Normal Business Hours.

The Customer has the right to postpone the contractual delivery date with a three Working Days prior notice.

The Customer may allow the Supplier an extension of the contractual (delivery) term, if an outside cause unimputable to the Supplier prevents the delivery within the said term. Except for cases of extension of the contractual delivery date at the Customer's request, the Supplier shall promptly inform the Customer of the causes which prevent the delivery within the contractual term of delivery. The Supplier shall forthwith confirm this information by registered mail, and shall propose an alternative term.

The Customer shall give the Supplier notice of his decision in writing.

The moment of delivery shall be the time at which the Goods are delivered at the site indicated by the Customer, and are completely at the Customer's free disposal. If the assignment consists of the execution of Services, the moment of delivery shall respectively be the time at which the works are completed or provided.

2.5.2.Object and location of delivery of Goods and/or Services

The object of the Goods and/or Services to be delivered by the Supplier, as well as the delivery address and the delivery site shall be specified in the Deed of Contract.



2.5.3. Documentation

The Supplier has the obligation to provide the Customer, in writing or electronically, with all information (among other things, the product's compounds), documentation, data et al, which the Customer reasonably needs in order to have the optimum use of the Goods and/or Services. This information, documentation et al shall be provided in the language(s) requested by the Customer.

The Supplier also has the obligation to render all supplementary Services necessary to enable the Customer to have the optimum use of the Goods and/or Services. Connected costs shall be included in the price as mentioned in the articles 2.1 and 2.6.

2.5.4. Moratorium / compensation

In case the contractual delivery term is exceeded, whether or not extended pursuant to the stipulations above, the Supplier shall incur, ipso jure and without prior serving notice, all damages to be calculated according to the following formula, while the resulting amount shall not be less than EUR 125,00 (one hundred and twenty five euros):

- $C = P \times D / 200$, where
- C = the amount of the compensation;
- P = the price, excluding VAT, of the Goods and/or Services delivered late;
- D = number of calendar days of the delay.

In case of termination of the Contract, the moratorium damages shall apply until the day the termination comes into effect.

2.6. PRICE

The agreed price is fixed, final, irreversible, and expressed in euro's.

With the exception of VAT, the price is considered to include all fiscal and other charges concerning the Goods and/or Services, as well as costs for the production, the delivery, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Goods and/or Services at the site indicated by the Customer. This account is indicative, not exhaustive.

The sums due by the Supplier to the Customer, for whatever reason, shall, as a settlement of debts, be deducted from the purchase price; this clause is particularly relevant to the damages clauses provided in present General Conditions.

2.7 PAYMENT

Payments by the Customer shall exclusively be made:

1. Upon submission of a legally valid invoice, that is an invoice compliant with legal requirements, among others with VAT requirements.
2. after acceptance of the Goods and/or Services.
3. Thirty days from the fulfillment of 1 and 2 above.

The Customer does not accept Goods sent cash on delivery.

Invoices must be sent to the address specified in the Particular Conditions and must at least contain the following references, without prejudice to relevant legal requirements:

- The Purchase Order number;
- The date and place of delivery;
- The name, identification number and unit price of each article;
- The overall price, excluding VAT, expressed in euro's.

In case of successive deliveries, the Customer reserves the right to deduct ten percent from the sums due, as a security for obligations yet to be fulfilled by the Supplier.

Any invoice that does not comply with the requirements specified in this article shall suspend the start of the due term of the price and shall consequently in no way give rise to claims for interest for late payments. If the Customer fails in his obligation to pay on time, the Customer shall only be liable to pay interest for late payment to the Supplier on the amount owed to the Supplier, but only after the Supplier has issued notice of default in writing to the Customer and has given the Customer a reasonable period of time to fulfill his obligations. The parties agree that the interest rate applicable for the calculation of the interest for late payment is the reference rate as defined in article 1.g) of the amended law on April 18, 2004 regarding payment periods and late payment interests, increased by 4 per cent.

2.8. INTELLECTUAL PROPERTY RIGHTS

The Supplier shall indemnify the Customer against all claims instituted for any liability arising out of an infringement or alleged infringement of intellectual property rights caused by the use of the Goods or Services. The Customer shall immediately notify the Supplier of such claim.

In case the Customer has to cease the use of the Goods and/or Services or components thereof pursuant to such claim or to a judicial decision thereon, the Supplier shall, at his own expense and in consultation with the Customer:

- Either obtain on behalf of the Customer a right to continue the use of the Goods and/or Services;
- Or adjust or replace the Goods and/or Services in order to end the infringement;
- Or take back the infringing Goods or discontinue providing the infringing Services and credit the Customer for amounts paid pursuant to the Contract; all without prejudice to the Customer's right to full compensation for damages suffered by him.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

2.9. COMMON PRACTICE, AND COMPLIANCE WITH THE CURRENT LAWS AND REGULATIONS

All Goods must be produced in conformity with, and all Services must be provided according to common practice and in accordance with technical, professional and ethical standards customary to the trade. Common practice is understood to mean the standards of professional skill applied knowledgeably and thoughtfully in conformity with trade custom and with the state of the art.

The Supplier must be able to submit the necessary certificates of conformity and origin.

The Supplier warrants that the Goods and/or Services provided by him comply with and are produced in compliance with all applicable local, regional, national and European regulations, standards and laws, including safety and environmental requirements, as well as the regulations, standards and laws of the country where the Goods are produced, used and/or delivered.

During the provision of the contractual Services, the Supplier shall be responsible for the observance and enforcement of all current regulations, standards and laws, either in force or to be implemented during the execution of the Contract, especially those concerning personnel, environment and fiscal matters.

The Supplier shall compensate the Customer for all fines, penalties and sanctions resulting from violations or breaches resulting from Supplier's omission, default or negligence of his foregoing contractual obligations.



2.10.SUSTAINABLE DEVELOPMENT – SOCIAL POLICIES

2.10.1 General principles

Suppliers must

- pro-actively report on environmental and/or social effects of (the use of) their Goods or Services, either by themselves or in combination with other goods or services;
- minimise such effects even if not specifically requested by the Customer and to provide the Customer with all information necessary to establish the consequences of such effects.

The Customer may cancel any Purchase Order without payment if it becomes clear after the placing of that Purchase Order that the Goods or Services pose a danger to men or environment or if they consist of or result in waste materials governed by environmental regulations.

2.10.2 Respect for the environment

In the absence of any internal environmental protection policy of the Supplier which is explicit and accessible to the public such as by publication on the Internet or by any other means of communication, the Supplier undertakes to implement rigorous environmental management processes, which incorporates all of the factors involved in supplying the Goods and/or providing the Services:

- at every site of the Supplier, environmental action plans concerning the reduction of risks of accidents, the reduction of water and energy consumption, management of discharges and waste, the limitation of noise and odours, as well as the integration of sites in the environment;
- the Supplier shall have an environment manager for the implementation and monitoring of the action plan and shall provide the Customer on request with an annual report which allows the progress achieved to be measured ;
- the Supplier undertakes to apply its own environmental policy in every country in which it is present and shall make every effort to ensure its application by its own suppliers, subcontractors and distributors ;
- the Supplier undertakes to implement or adhere to recycling programs for its products.

2.10.3 Respect for social practices

In addition to the local social regulations applicable to it, the Supplier undertakes to observe the principles of the conventions of the International Labour Organization, in particular with regard to the minimum age and child labour, freedom of association, the right of organisation and of collective bargaining, forced or compulsory labour, equal pay for men and women, job discrimination, working hours and the minimum wage.

The Supplier undertakes to apply its social policy in all countries in which it operates and shall make every effort to ensure its application by its own suppliers, subcontractors and distributors.

The Supplier commits to notify, as soon as it is aware, to the Customer, any fact contrary to the laws and regulations re: health, environment, security of persons, and human rights (for instance any inappropriate behaviour against persons), committed within the supply of Goods and/or provision of the Services.

2.10.4 Sustainable Sourcing

The Supplier has taken good note of the Customer's sustainable sourcing charter provided by the Customer and approves its principles.

2.11.NON-DISCLOSURE

The Supplier must consider all information concerning the Customer, obtained by him during negotiations, and during the realization and the execution of the Contract, as confidential information. Confidential

information is understood to mean all information and/or data with regard to the Customer, his personnel and his clients, his internal instructions and working procedures, his premises and infrastructure, designs, plans, diagrams and outlines, his intellectual property rights, his products and services, his equipment, software and tools, his techniques and methods, which come to the Supplier's knowledge in any way as well as any information and data qualified as confidential by the Customer before its sending. Moreover, the Supplier shall use such information solely for the performance of his contractual obligations.

The Supplier shall impose the obligation of confidentiality as described here on all persons (natural persons as well as legal entities) employed by him or called in by him for the fulfillment of his obligations. The Supplier shall, by the Customer's first request, provide the Customer with all relevant requested documents- including confidentiality statements- in order to enable the Customer to ascertain whether the Supplier fulfilled his confidentiality obligations.

The Supplier must also take all other reasonably necessary confidentiality measures in order to prevent third parties from gaining knowledge of confidential information as described in this article, among which safety measures, while the Supplier shall retain such information no longer than necessary for the fulfillment of his contractual obligations.

Furthermore, the Supplier must keep his relationship with the Customer - among which the Contract itself- confidential and shall not make it known to third parties in any way, unless approved in advance and in writing by the Supplier.

In case of violation of present article, a fixed compensation shall be payable by the Supplier, ipso jure and without prior serving notice, amounting to 20% (twenty per cent) of the Contract value, increased, if necessary, by sufficient sums to compensate all damages, while this fixed compensation shall not amount to less than EUR 25,000 (twenty five thousand euro's).

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

2.12.THE SUPPLIER'S STAFF

The Supplier shall bring in the necessary staff (including his organization's technical and managing staff) for the delivery of Goods and/or the provision of Services. He will submit to the Customer an overview of the staffing, with technical references and qualifications of each staff member. This list shall be updated immediately in case of alterations.

The Supplier warrants that his staff is of impeccable behavior and has never damaged the trust placed in them by violating criminal laws.

The Supplier is responsible for training his staff that shall have adequate skills for the correct execution of the Contract; if not, the Customer may request their substitution without justification.

In the aforementioned situation, the Supplier shall immediately substitute the staff qualified as unsuitable by the Customer.

The Supplier will not substitute any staff member initially assigned to the Contract without the Customer's prior agreement. The Supplier will only assign persons of whom he has ascertained that the fiscal, social and administrative obligations were fulfilled. He indemnifies the Customer against claims from authorities entrusted with the enforcement of fiscal, social and administrative legislation.

2.13.FINANCIAL SECURITY

2.13.1 The Supplier will comply and will ensure compliance of its subsidiaries, and their respective directors and officers, with the U.S. Foreign Corrupt Practices Act of 1977, the French Sapin II Law of 2016, the UK Bribery Act of 2010 and all applicable anti-corruption and anti-bribery laws and regulations, for the duration of the Contract



2.13.2 None of the Supplier, any of its subsidiaries, or to the knowledge of the Supplier and its subsidiaries their respective directors and officers, is an individual or entity that is, or is owned or controlled by a person that is (i) the target of any Sanctions, or (ii) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions.

2.13.3 The Supplier, its subsidiaries, and to the knowledge of the Supplier and its subsidiaries, their respective directors and officers, are in compliance with all applicable Sanctions, anti-money laundering and countering the financing of terrorism laws and regulations, and undertake to comply with them for the duration of the Contract.

2.14. BANK GUARANTEE FOR GOOD PERFORMANCE

The Particular Conditions may stipulate that the Supplier will have to submit a bank guarantee at first request as a security for his obligations, in conformity with the stipulations laid down in said Particular Conditions.

2.15. BANK GUARANTEE FOR REIMBURSEMENT OR OTHER

If the Customer has made or shall make advance payments or put resources in his ownership at the Supplier's disposal, the Supplier must at first request submit a bank guarantee. This bank guarantee will be exclusively at the Customer's discretion.

The Customer is also entitled to demand such guarantee, if during the Contract period a reasonable fear arises that the Supplier will not fulfill his obligations towards the Customer.

2.16. LIABILITY

The Supplier is liable for all damages, direct or indirect, arising from either his pre-contractual, contractual or extra-contractual liability under or during the execution of the Contract.

2.17. REVIEW OF THE CONTRACT IN CASE OF A MERGER

If the Customer were to merge with another legal entity, whether by assimilation, the formation of a new company, division, contribution or any other similar operation, the more favorable conditions enjoyed by one of the merged legal entities, if any, shall be extended automatically and ipso jure to all similar contracts concluded between other BGL BNP PARIBAS entities and the Supplier. If it is stipulated that the granting of contractual benefits of any kind is depending on the volume, the latter shall be determined by consolidating all Goods and Services delivered to the merged legal entities.

Moreover, the Customer may at any time demand a global renegotiation of the volume of Goods and/or Services agreed in the contracts committing the Supplier and the merged legal entities; if, after a period of three months from the request for a renegotiation, the parties have not come to an agreement, the Customer may unilaterally, without compensation or notice, wholly or partially terminate the contracts concluded between the Supplier and the merged legal entities.

2.18. NON-RENUNCIATION

Any renunciation by the Customer of the rights he directly or indirectly derives from the Contract, can only be made effective by signing an explicit and written declaration of such renunciation; consequently, the Customer's wholly or partially refraining, whether voluntarily or not, from exercising his rights derived directly or indirectly from the Contract, shall in no way result in the renunciation of those rights.

2.19. CONTRACT TRANSFER

The Supplier may not transfer his rights under the Contract without the Customer's prior written approval.

2.20. POSTPONEMENT / RIGHT OF RETENTION / SETTLEMENT

The Supplier is only entitled to suspend his obligations towards the Customer with the application of article 2.22.

The Supplier is not entitled to exercise any right of retention with regard to items in the Customer's ownership or items to which the Customer has any title.

The Supplier shall not be entitled to settlement (compensation) in any case.

2.21. EARLY TERMINATION OF THE CONTRACT

The Customer may unilaterally terminate the Contract to the Supplier's detriment, if the latter has not, within 15 calendar days of being sent a notice of default by registered mail, appropriately acted upon said notice to rectify shortcomings in the fulfillment of his contractual obligations.

However, the Customer is entitled to wholly or partially terminate the Contract with immediate effect and without notice of default or compensation, and without prior judicial intervention, or to suspend all or part of his obligations:

- a. If the Supplier ceases his profession or business or if there is a threat of cessation or material change; if the Supplier applies for or is granted suspension of payment; in case of bankruptcy or evident insolvency, cessation of payment, request for extension of payment or more general of any legal proceedings being the consequence of the suspension of his payments and/or the shaking of his credit; in the event of penal offences committed by the Supplier, his administrators, managers or directors, or one of these persons, and/or
- b. If any of the following circumstances arises with regard to the Supplier:
 - Decease, events, enactments or proceedings affecting its legal capacity or legal rights;
 - Dissolution, liquidation, alteration of legal form or company objectives, reduction of company capital, appointment of a provisional conservator or provisional director;
 - Merger, division, contribution or transfer of the entire company or a line of business;
 - Disagreement among managers, directors, associates or administrators, or the legal entity becoming unmanageable due to detention of one of them;
 - Material amendments to the shareholder structure which may affect the constitution of the management boards (and persons responsible for administration and day-to-day management); and/or
- c. In the event of notification of an order to pay or attachment or seizure of one of the Supplier's properties, or in the event of non fulfillment, suspension, or non fulfillment on due date of any obligation towards a bank or other financial institution, or generally in the event of an occurrence which may reveal financial difficulties or affect the relationship of trust or confidence; and/or
- d. If, with respect to moveable or immoveable assets intended for or serving the Supplier's profession or business activities, any of the following occurs: order, attachment or other legal action brought by a third party to the effect of expropriating the owner of those assets, or disturbance of property rights, de facto or de jure; dispossession, building offences, pollution or in the event of such property being or becoming non-compliant with local development plans, demolition order; and/or
- e. If the Supplier fails to fulfill the obligations prescribed by law, including company law, accounting law, environmental law, town planning regulations or social legislation; and/or
- f. If the Supplier does not fulfill or no longer fulfils the requirements for access to or recognition and/or registration in its profession; and/or
- g. If the Supplier fails to fulfill the obligations mentioned in article 2.10 "Sustainable development - social policies" and 2.13 "Financial Security";



- h. If the Supplier is in breach of applicable law or regulation.
- i. If a third party guarantor issuing a personal surety is subject to one of the events stipulated in a, b, c, d, e, f, g or h above.

Suspension on the grounds of one of the reasons mentioned above does not prevent the Contract from being terminated later for the same or another reason.

The foregoing does not prejudice any other rights of the Customer, including in any case the right to claim damages from the Supplier.

2.22.FORCE MAJEURE

The Supplier may not be held liable for shortcomings in the fulfillment of his contractual obligations if these shortcomings are caused by force majeure.

Force majeure is understood to mean a temporary or permanent inability of the Supplier to fulfill his obligations, resulting from facts and circumstances which were not and could not be known to him at the moment the Contract was concluded, and which he could neither foresee nor prevent, while he does or did not have the possibility to fulfill his obligations in any other way.

Force majeure shall in any case apply to: strikes or other employee actions, war or war risk, insurrection or public revolt, fire caused by an outside calamity, an import or export embargo imposed by the government, floods and otherwise all circumstances qualified by the jurisdiction and the legal doctrine as force majeure.

Shortcomings of third parties in the fulfillment of obligations towards the Supplier are not considered as force majeure, unless these shortcomings themselves can be attributed to force majeure.

In said cases, the execution of the Contract shall be wholly or partially suspended.

If the Supplier refers to force majeure, he must immediately (at least within three Working Days) inform the Customer of the nature of the force majeure, stating the date when the force majeure comes or has come into effect, and also when it will have ceased to exist. In this case, the Supplier must make a best effort to keep the consequences down to a minimum.

In the event the force majeure situation continues during a period of three consecutive months or if from the start of the force majeure it is already foreseeable that this duration will be exceeded, or if a force majeure situation recurs frequently, the Customer has the right to terminate the Contract with immediate effect and without prior judicial intervention, while the Customer has no obligation to compensate any damages. This article shall also be applicable vice versa, in the event that the Customer is in a state of force majeure.

2.23.UNFORESEEN CIRCUMSTANCES (HARDSHIP)

In the event of unforeseen circumstances, the Customer reserves the right to demand a global revision of the Contract. If, after a period of three months from the revision request, the parties do not reach an agreement, the Customer may, without compensation or notice, unilaterally terminate the Contract wholly or partially.

2.24.INSPECTIONS, AUDITS

The Customer and/or the Customer's supervising authorities has the right to enter the Supplier's buildings and sites, upon prior written notification and during Normal Business Hours, so that the Customer might ascertain whether the Supplier fulfils and is able to fulfill his obligations towards the Customer, more particularly with regard to the quality, state and nature of the Goods and/or Services to be provided and their timely delivery and/or provision.

2.25.APPLICABLE LAW – PARTIAL APPLICABILITY

The Contract is subject to the laws of the country where the Customer has his registered office, with the exception of international treaties, conventions and covenants, among which in particular the United Nations Convention on Contracts for the International Sale of Goods, concluded at Vienna on 11 April 1980 (the 1980 Sales Convention). If one of the clauses of the Contract is or will be invalid, illegitimate or unfeasible, this will not affect the applicability of the remaining clauses in any way.

2.26.CORRESPONDENCE

All correspondence will be sent to the address where the parties have chosen their domiciles.

The choice of domiciles is laid down in the Deed of Contract. However, the Customer and the Supplier may choose an alternative domicile if the other party is informed of this alternative domicile.

In the absence of a choice of domicile, all correspondence must be sent, depending on the circumstances, to the registered office or the postal address of the other party.

All notifications may be given by any means of sending, either by mail, electronically or in other ways.

However, letters concerning either a notice of default or the execution of a right with respect to a term or a delay must be sent by registered mail.

Registered mail enters into force at its send date.

2.27.DISPUTES

Any dispute concerning consultations (requests for proposal or other similar procedure), offers and Contracts, governed by these General Conditions, shall exclusively be submitted to the courts having jurisdiction in the country of the registered office of the Customer. Before such dispute is submitted to the competent court, parties will, if the dispute allows it, make all efforts to settle the dispute amicably.

2.28.PROCESSING OF PERSONAL DATA

In his capacity as a data controller, the Customer processes Personal Data with regard to the Supplier, his staff, his agents and other representatives.

The Customer has edited a Data Protection Notice available as of 25 May 2018 at bgl.lu/en/official-documents/personal-data-protection which provides natural persons with all legally required information regarding the Personal Data the Bank processes about them.

When the Supplier communicates Personal Data to the Customer relating to natural persons (e.g. his staff, his agents and other representatives), the Supplier must inform these persons about the Data Protection Notice and any updates thereto.

The Data Protection Notice is subject to amendments from time to time in accordance with the rules set out therein.

2.29.TRANSFER OF THE SUPPLIER'S INFORMATION WITHIN BNP PARIBAS GROUP

The Supplier is notified herein that information with regard to himself (including his staff, his agents or other representatives) may be communicated to legal entities within the group of which the Customer is a member, or to any other person (including entities located outside the European Union) under the conditions that this only concerns information obtained within the scope of the contractual or pre-contractual relationship between the Supplier and the Customer, and that the transfer of said information is carried out for the following ends: managing contractual and/or pre-contractual relationships, preventing improper use or fraud, setting up statistics or tests.

At the Customer's, the access to the information shall be restricted to the persons requiring them for the fulfillment of their tasks.



2.30. ENTRY INTO FORCE

Those General Conditions are effective as of 1st July 2023. They replace and supersede the existing General Conditions between the parties.

3. General conditions specifically applicable to purchase orders for goods

3.1. REQUIREMENTS FOR DELIVERY OF GOODS

Goods to be delivered must be accompanied by a packing note. This packing note, to be filled in for each destination, for each Purchase Order and lot, shall contain in particular:

- Date and place of delivery;
- Reference of the Purchase Order;
- Identification of the Supplier;
- Identification of the Goods delivered, and, if relevant, their partition per package.

All packages must carry a visible rank number as mentioned in the packing note. Unless otherwise indicated, these packages contain an inventory of the contents. The delivered good must also carry its own identification mark.

The delivery is concluded by the handing over of a receipt to the Supplier or by the signing of the packing note's duplicate. In order to be invoked against the Customer, the receipt or the packing note's duplicate must be signed by of the Authorized representative, with a readable specification of his name, his function and his telephone number. The Supplier must make certain that the person receiving the Goods is authorized to do so.

3.2. ACCEPTANCE

3.2.1. Quantitative and qualitative inspection

Prior to accepting the Goods, the Customer shall proceed to a quantitative and qualitative inspection of these Goods.

a) Quantitative inspection

If the delivered quantity does not correspond with the stipulations in the Contract, the Customer may declare the Supplier in default, to either take back the surplus, or to complete the delivery within a term to be specifically determined. Likewise, he may accept the Goods as such.

When the occasion arises, the surplus of Goods delivered must be taken back by the Supplier within a period of eight Working Days, to be counted from the sending date of the letter with which the Customer declares the Supplier in default to proceed to taking back the surplus. Each late take-back shall, ipso jure and without default notice, result in a compensation of 100 euro's (one hundred euro's) being due for each Working Day delay, to be counted from the date when the aforementioned period of eight Working Days has expired.

If, after a period of thirty calendar days from the sending of the default letter as mentioned before, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

b) Qualitative inspection

After the qualitative inspection the Customer will make a decision on acceptance, provisional refusal or rejection. The acceptance will occur subject to any possible hidden defects.

c) Provisional refusal and rejection

If the Customer thinks that the Goods could be accepted subject to some corrections, he will, with the notification of his decision, invite the Supplier to present the Goods anew within a determined period, after making the corrections. The Supplier must express his approval within a period of ten

Working Days from this notification. In case the Supplier withholds his approval or keeps silence during this period, the Goods are considered to be rejected by the Customer.

After provisional refusal of the delivery of the Goods, the Customer may once more, from the Supplier's subsequent delivery, use the complete inspection period as described below under 3.2.2.

The Goods which caused a provisional refusal of a delivery or a rejection shall be taken back by the Supplier within a period of ten Working Days, to be counted from the date of provisional refusal or rejection. Each late take-back shall, ipso jure and without default notice, result in a compensation of 100 euro's (one hundred euro's) being due for each Working Day delay, to be counted from the date when the aforementioned period has expired. If, after a period of thirty calendar days from the date of provisional refusal or rejection, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

In general, all costs resulting from the provisional refusal or the rejection of the Goods, and in particular the costs for handling, transporting, taking or sending back the Goods, shall be incurred by the Supplier.

3.2.2. Inspection period

The Customer will inspect the Goods within a reasonable period after delivery at the location indicated by the Customer. The delivery is considered to be accepted at the time the Customer has notified the Supplier thereof in writing, or after the reasonable period mentioned in this paragraph has expired.

This reasonable period will amount to at least thirty days, to be counted from the date of delivery. With the exception of the above, if the Goods are taken in stock by the Customer or will not be used straightaway, and consequently an inspection of the delivery shall in fairness be impossible, the period will commence at the moment the Customer de facto starts using the delivery.

3.3. OWNERSHIP AND RISK TRANSFER

The transfer of ownership and risk takes place at the moment the Goods are accepted. Until that moment, the Supplier must insure the Goods and take other measures in order to prevent or reduce their perish or loss, or otherwise protect his relevant interests.

3.4. STORAGE OF THE GOODS BY THE SUPPLIER

If the Supplier has a contractual obligation to store the Goods, he shall, for the Goods in depot, be liable as a depository pursuant to the stipulations in the Particular Conditions.

3.5. WARRANTY

The Supplier warrants that the Goods provided by him

- are of good quality, new, free of defects and
- suitable for the purposes for which they are intended -and
- therefore also operate within a system or environment of which the delivered Goods are a part- and
- also comply with the specifications desired by the Customer and/or provided by the Supplier and
- with the requirements expressed by the Customer.
- the Supplier guarantees that the Goods do not result from exploitation and/or slavery of children, or from illegal trade.

The Supplier shall also indemnify the Customer against hidden defects which might harm the Goods. All claims on the Customer's part arising from hidden defects will lapse on expiration of a period of one year from the day the Customer himself discovered the defect(s).



The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

4.GENERAL CONDITIONS SPECIFICALLY APPLICABLE TO PURCHASE ORDERS FOR SERVICES

4.1.Acceptance of Services

Provision of Services at the location indicated by the Customer shall in no way imply an acceptance by the Customer.

Acceptance of Services must be applied for by the Supplier to the Customer. It shall only take place after the signing by both parties of a completion report in which no comments have been made by the Customer.

4.2.Risk transfer

The transfer of risk takes place at the moment of acceptance.

The risk of Goods placed at the Supplier's disposal by the Customer, to be repaired or otherwise worked or processed or used, rests with the Supplier. Notwithstanding the stipulations in article 4.8 of the present General Conditions, the Supplier must insure these Goods and take all relevant measures to prevent these Goods from being perished, lost or damaged.

Additionally, the Supplier must until that moment insure the Services pursuant to aforesaid article 4.8 and take other measures to prevent or reduce their perish or loss, or otherwise protect his relevant interests.

4.3.Warranty

The Supplier warrants that the Services provided by him

- are of good quality, free of defects and
- suitable for the purposes for which they are intended -and therefore also operate within a system or environment of which the Services are a part- and also
- comply with the specifications desired by the Customer
- and/or provided by the Supplier and with the requirements expressed by the Customer.
- The Supplier guarantees that the Services do not result from exploitation and/or slavery of children or from illegal trade.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

4.4.Prior inspection and evaluation of the Services by the Supplier

Prior to the signature of the Contract, the Supplier is irrefutably considered to have:

- Visited, inspected and examined the location where the Services will be provided;
- Taken note of the plans and technical specifications (of installations, if any);
- Received a copy of the internal rules of the Customer with regard to health and safety;
- Received the requested copies (among others, of the necessary plans, specifications, descriptions);
- Received adequate replies to all requests for additional explanation, in particular with regard to the Contract conditions.

The Supplier therefore particularly acknowledges to be familiar with the exact access conditions, the state, the environment and the capacity, the power and the output of any installations and/or equipment, in order to be able to execute the intended Services in conformity with the provisions of the Contract. In short, the Supplier thus acknowledges that the Services are performable. Consequently, the Supplier shall not lodge any objections on account of mistakes or omissions in the Contract, or under the pretence of

not having understood the full facts of the clauses.

The Supplier may not in any case refer to any faults, defects or shortcomings, or appeal to any defaulting subcontractor or supplier, in order to wholly or partially back out of his obligations.

4.5.PROVISION OF NECESSARY PARTS, MATERIALS AND PRODUCTS FOR THE EXECUTION OF THE SERVICES

The Supplier will at his own expense provide all parts, materials and products necessary for the execution of the Services under his responsibility.

All necessary parts, materials and products must comply with the professional standards required within the scope of the provision of Services which is the object of the Contract.

All materials shall be of premium quality and free of defects. The Supplier must, if requested, give proof of origin.

The necessary parts, materials and products shall remain under the supervision and at the risk of the Supplier until the moment of acceptance of the Services. Even prior to payment, they will systematically become the Customer's property at the moment of their incorporation.

If, during the Services, environmentally damaging substances, means and/or methods are applied without being explicitly recorded in the Contract, the Supplier will inform the Customer thereof prior to the execution of the Services. The Customer has the right to prohibit use.

If, during the fulfillment of his contractual obligations, the Supplier makes use of materials of the Customer, these will be used at the Supplier's expense and risk. However, these materials shall remain the Customer's property.

4.6.LIABILITY

The Supplier assumes full liability for all direct or indirect damages caused by or in the circumstances of the execution of the Contract, either by faults of his own or of his staff, of his subcontractors and suppliers and, more generally, of all persons deployed by him in the execution of the Contract.

This liability relates to his pre-contractual, contractual as well as his extra contractual liability. It covers all possible damages and in particular, material, moral or physical damages to persons and/or goods, both moveable and immovable. Thus, the Supplier must repair all damages caused to the installations and buildings of the Customer, to their users and/or occupants (tenants), to the Customer's staff and to any third party. The Supplier is also, fully and exclusively, liable for damages caused to neighboring properties by or in the circumstances of the execution of the Contract, even if he cannot be charged with any faults.

The Supplier indemnifies the Customer against the adverse effects of any redress, claim, complaint or action by third parties resulting from faults or nuisance caused by or in the circumstances of the execution of the Contract. This obligation of indemnification implies in particular that the Supplier shall personally guarantee these facts, indemnify the Customer against any convictions and exclusively pay full compensation.

In this respect, the Supplier indemnifies particularly the Customer, both judicially and extra-judicially, against any charges and/or claims on behalf of third parties resulting from:

- All damages caused by shortcomings in his contractual obligations as mentioned in articles 4.5 (Provision of necessary parts, materials and products for the execution of the Services), 4.3 (Warranty), 2.24 (Inspection) and 2.8 (Intellectual Property Rights)
- All damages resulting from his product liability or any form of environmental pollution.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.



4.7.COMPLIANCE WITH REQUIREMENTS REGARDING EMPLOYEE HEALTH AND SAFETY

The Supplier must comply with the obligations regarding employee health and safety typical of or applicable to the enterprise of the Customer. To that end, the Supplier will conform to all regulations on health and safety imposed by the Customer. If the Supplier does not fully comply or partially complies with the obligations stipulated in this article, the Customer may take the necessary measures himself, at the Supplier's expense, after serving notice upon the latter.

The Supplier shall impose a contractual obligation upon his staff and/or any subcontractors for the observance of these obligations.

4.8.INSURANCE

The Supplier will take out all necessary insurance policies with a recognized insurance company in order to insure his pre-contractual, contractual and extra-contractual liabilities, damages resulting from faultless neighborly nuisance included.

The Supplier shall ensure that the sums insured will be sufficient to cover the consequences of his liabilities and must leave the policies unaltered during the entire Contract term.

As for the coverage of the extra-contractual liability, the cover per liability shall amount to a minimum insured sum of 1,250,000 euro's (one million two hundred and fifty thousand euro's) for physical and material damages.

For the coverage of professional liabilities, the insured sum shall amount to a minimum of 625,000 euro's (six hundred and twenty five thousand euro's).

An insurance certificate shall be submitted to the Customer with the signature of the Deed of Contract stating the period of validity, the insured sum(s) and, if relevant, the exemption(s).

Later on, the Customer may once a year request a certificate from the insurance company implying that the insurance policies have been taken out in conformity with the above-mentioned clauses.

4.9.NATURE OF THE CONTRACT

In general, the Contract is concluded at a fixed price; consequently, the Supplier may not charge any supplements, additional payments or surcharges after the conclusion of the Contract. The Particular Conditions, the Framework Conditions or the Special Conditions may however stipulate deviations. In that event, these Services shall be limitatively described in the Particular Conditions.

The contractual obligations of the Supplier are an "obligation de résultat."

4.10.SUBCONTRACTING

The Supplier may, under his responsibility, subcontract certain Services under the restriction that he has acquired beforehand the Customer's approval for each subcontractor.

In the event of subcontracting, the Supplier shall remain the only responsible party towards the Customer for the fulfillment of all obligations arising from the Contract. In this respect, the Supplier shall be the single point of contact for the Customer and the subcontracting shall have no influence whatsoever on the agreed price.

The Customer reserves the right to recall his approval of a subcontractor if the latter is in one of the situations described in article 2.21 sub a, b, e, f or in any similar situation.

If the Customer should exercise this right, it shall have no influence whatsoever on the agreed price, which shall remain unaltered.

4.11.PROCESSING OF PERSONAL DATA BY THE SUPPLIER.

In case the Services consist or involve any processing of Personal Data, the Supplier will strictly comply with the obligations laid upon the data processor and/or data controller by the applicable data protection legislation³⁾. In case of transfer of Personal Data and/or confidential information, a specific agreement will determine the Supplier's obligations.

We have read the BGL BNP PARIBAS general purchase conditions (goods & services)

Date: / /

Company name:

Name and position of the authorised signatory:

Signature:

³⁾ European regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on free movement of such data as may be amended or replaced from time to time..