

General Terms of Purchase VEOLIA Group From France

2019/04/08

1 - General provisions: These general terms of purchase (the 'GTP') apply to business relationships between VEOLIA group companies located in France ("VEOLIA") and their suppliers, lessees, service providers, etc. ("the 'Contractor(s)"), as part of the issuance of orders, subject to the order of precedence of the contractual documents set out below. VEOLIA and the Contractors are referred collectively as "Parties" and individually as "Party".

Orders are governed, in decreasing order of importance, by:

1. The terms of the frame contract or any other applicable contract,
2. If applicable, the specific conditions of the current order,
3. If applicable, the general terms of the Contractor,
4. The GTP, which are available on request by email to the purchaser (shown in the order's header) and on VEOLIA's website at the following address <https://www.veolia.fr/qui-sommes-nous/le-groupe-veolia/relations-fournisseurs>, and which the Contractor, by accepting the order, declares that it is fully aware.

2 - Issuance or acceptance of orders: VEOLIA will only be bound by orders written on its headed paper bearing the name, position and signature of its issuer, or, as applicable, by the issuance of a numbered electronic order form, whose references shall systematically be quoted by the Contractor in its correspondence with VEOLIA.

Each order must be confirmed or rejected by the Contractor at the address where it was issued within a period of eight (8) calendar days from the date of its issuance. Within this period, and as long as no confirmation of the order has been notified to VEOLIA by the Contractor, VEOLIA may decide to cancel the order. In the absence of express confirmation or rejection of the order by the Contractor and if VEOLIA does not use its right to cancel the order before the expiry of the eight (8) days period, the Contractor is deemed to have tacitly accepted the order and is fully required to perform the obligations arising therefrom.

Any change to the order notified on the Contractor's acknowledgment of receipt or any other document issued by the Contractor shall be of no value whatsoever without VEOLIA's express acceptance, which, if that is the case, will result in the issuance of a new order.

3 - Prices/invoicing/payment and late payment penalties: unless otherwise specified, prices fixed at the time of the order indicating the currency, are exclusive of tax, firm, non-revisable and shall indicate the applicable VAT. The invoice is made out to the address indicated in the order. It shall necessarily mention the order number and shall be drawn up in compliance with current legal provisions and in particular with Article L.441-3 of the French Commercial Code. **Each order must be invoiced separately, unless otherwise requested or expressly agreed by VEOLIA. No invoicing fees shall be accepted by VEOLIA.**

For all purchases, invoices are issued by the Contractor, after full delivery of the products and/or full performance of the services. Payment is made by transfer to the account of the Contractor within thirty (30) days from the issuance of the relevant invoice, unless mandatory statutory or regulatory provisions impose a shorter

maximum payment period. In this last case, the payment term agreed between the Parties shall determine the maximum period set out by these provisions. In the event of late payment, in accordance with the articles L.441-6 and D.441-5 of the French commercial code, late payment penalties equal to three (3) times the current statutory interest rate shall apply together with a fixed rate recovery fee of forty (40) euros.

4 – Warranty – Reception – Non-conformity:

- ✓ **When the purpose of the order form is the purchase of materials and/or equipment and/or products:** the materials and/or equipment and/or products shall comply, in all respects, with the specifications given in VEOLIA's order and with current laws and regulations. The Contractor also guarantees that: (i) the materials and/or equipment and/or products will, at the time of delivery, be free from material design or production defects, (ii) they will operate correctly, and (iii) that they will observe the general obligation for product safety provided for in Articles L. 221-1 *et seq.* of the French Consumer Code.

All the materials and/or equipment and/or products ordered by VEOLIA are guaranteed by the Contractor pursuant to the conditions specified by law, unless the Contractor applies more favorable terms. In the event of non-conformity of materials and/or equipment and/or products delivered with the provided specifications, VEOLIA shall inform the Contractor by a non-conformity notice sent to the Contractor as soon as possible and at the latest within a period of thirty (30) days from the receipt of the order and shall enable the Contractor to ascertain the reality of the grievances made against it. Any non-compliant material and/or equipment and/or product shall be removed by the Contractor within a two (2) weeks period from the reception of the non-conformity notice. On its request, VEOLIA may accept to return to the Contractor any non-compliant material and/or equipment and/or product, subject for this latter, to bear any applicable costs and risks thereof.. The non-conformity notice entails, at VEOLIA's convenience, either immediate replacement of the rejected materials and/or equipment and/or products, or cancellation or termination of all or part of the order.

- ✓ **When the purpose of the order is the performance of services, maintenance services and/or construction services:** the performance of services, maintenance services and/or construction services shall comply, in all respects, with the specifications given in VEOLIA's order and with current laws and regulations. All these services shall be subject to a formal acknowledgement of acceptance, under which VEOLIA may issue some reservations. In the event of reservations issued by VEOLIA at the date of reception of the services and/or in the event of disorder occurring during the period of the completion guarantee, the Contractor shall, at its own expense and within a reasonable time with regard to the assignment, to the repair of the disorders specified in the article 1792-6 of the French Civil Code and is required, in respect of those works, to indemnify VEOLIA against all claims and actions pursued against the latter by virtue of Articles 1792, 1792-2, 1792-3 and 1792-4 of the French Civil Code.
- ✓ **When the purpose of the order concerns the performance of an intellectual service:** the deliverable shall comply in all respects with the specifications given in the order of VEOLIA. VEOLIA shall have a fifteen (15) working days period to confirm the compliance of the deliverable. Should VEOLIA have reservations, the Contractor shall make its best efforts to submit within a maximum of five (5) working days, a new deliverable incorporating the reservations or rejecting them, by indicating the reasons for the rejection. The deliverable shall then be subject to a new process of acceptance by VEOLIA, in accordance with the same terms and conditions, notably delivery period.

5 – Shipment - Delivery:

- ✓ **When to the purpose of the order form is the purchase of materials and/or equipment and/or products,** deliveries are deemed to be post-paid and free of packaging costs and shall in all respects comply with the specifications of the order. No partial delivery may be made without the prior written approval of VEOLIA. Any delivery must necessarily be made to the unloading dock of the location indicated on the order form and shall be confirmed by a delivery note. Materials and/or equipment and/or products shall be dispatched and delivered under the liability of the Contractor. Transport, loading and unloading shall be carried out in accordance with current regulations.

- ✓ **For any orders:** Unless stated otherwise, the delivery period is the one which is indicated on the order form. Any delay, not attributable to VEOLIA, will give rise, once the Contractor has been unable to ascertain the reality of the grievance and to make its observations, to the right to apply penalties for delay equal to 2% of the price - taxes excluded - of the part of the order being late delivered per business day until due delivery, the penalties being capped at 50% of the total value of the expected delivery. For delivery of materials and/or equipment and/or products, the delivery date given in the order form is the date of arrival of the materials and/or equipment and/or products at the place of delivery. For delivery of services (intellectual or not), the delivery date given in the order form is the date of the recognition by VEOLIA of flawless progress (respect for time schedules), and/or of completion thereof. Should the above-mentioned cap have been reached, VEOLIA shall be entitled to ask for the allocation of compensation according to the effective suffered damage from which will be deducted the penalties already paid. Except for cases of duly justified force majeure, the Contractor shall remain fully liable in case of late delivery.

6 - Liability/ Transfer of ownership / Transfer of risks: the Contractor is solely and entirely liable to VEOLIA for the direct or consequential indirect damages and likely to be caused to it under the order.

When the purpose of the order is the purchase of materials and/or equipment and/or products, ownership of the materials and/or equipment and/or products delivered shall, in the absence of express written agreement to the contrary, be transferred as of right to VEOLIA from the date of their effective delivery to VEOLIA. Despite, the transfer of ownership is independent of the transfer of risks, the transfer of risks shall be effective upon the due delivery of the relevant materials and/or equipment and/or products pursuant to the order, or in the event of associated services ordered simultaneously (such as integration or installation, etc...) upon the due performance of the said associated services. The Contractor acknowledges that it is insured accordingly.

7 - Force majeure: Neither of the Parties shall be held liable for delay, for non-performance or for any other failure to perform its obligations provided for under the order where such failure results from an event of force majeure within the meaning of Article 1218 of the French Civil Code as interpreted by the latest case law from the French Supreme Court. In the event of force majeure, the obligations of the Parties shall be suspended for the duration of the event of force majeure, and will resume after the latter has ceased. Where force majeure arises for duration equal to or more than fifteen (15) days, each of the Parties may notify the other one by registered letter with acknowledgment of receipt, immediate cancellation of the order without any compensation being required.

8 – Termination of the order:

- ✓ **Without any fault of the Contractor:** when an order is part of a subcontracting relationship with the Contractor which is a subcontractor of VEOLIA and given the interdependence between the subcontract and the main contract, if the main contract reached between VEOLIA and its contractor is terminated, for reasons not attributable to VEOLIA, any order may, at any time, be partially or wholly terminated by VEOLIA, without compensation to the Contractor, by notification from VEOLIA stating the effective date of the termination and the part to which it applies.
- ✓ **Due to default by one Party:** if one of the Parties fails to fulfill its contractual obligations under the order, the other party shall send a letter of formal notice by registered letter with acknowledgment of receipt to perform them within thirty (30) days of the date when it was sent. If the defaulting Party has not remedied the situation, the non-defaulting Party may by operation of law terminate the order. In the event of termination of the order due to a breach of the Contractor, VEOLIA may have the order fulfilled by a third party at the Contractor's expense. Furthermore, any expense, including recovery expenses, extra costs and penalties sustained by VEOLIA because of a breach of the Contractor, shall be charged to the Contractor or deducted from the amount that would be owed by VEOLIA, in accordance with the regulations related to the compensation. The application of this article shall not prevent the not defaulting Party from availing itself of any other rights and remedies provided by law.

9 - Insurance: the Contractor must take out and keep valid, throughout the period of fulfillment of its obligations, at its own expense, the insurance policies required to cover the risks and liabilities incurred that arise out of or in connection with the order.

10 - Confidentiality - Intellectual property: all the information about which the Contractor may become aware under the order must remain strictly confidential. Prices and discounts, in particular, are confidential and shall not be disclosed to any third parties. It is expressly agreed that the methods and know-how developed by VEOLIA are and shall remain the exclusive property of VEOLIA. The Contractor expressly undertakes not to disclose all or part of this know-how to any third party whatsoever, including the knowledge acquired from this know-how.

The reproduction or use of material transmitted by VEOLIA (data, files, documents or information of any kind) by the Contractor for purposes other than fulfillment of the order is prohibited without VEOLIA's prior written approval. The Contractor is not entitled to use or reproduce in its communications the figurative brand marks or trademarks of VEOLIA or its subsidiaries.

When an order relates to the performance of an intellectual service, VEOLIA becomes the sole owner of the deliverables. For this purpose, the Contractor shall assign, on an exclusively basis, pursuant to Article L.131-3 of the French Code of Intellectual Property, all the intellectual property rights relating to the deliverables, on an ongoing basis as produced for the duration of protection of the corresponding intellectual property rights, on a worldwide basis and for any use the Beneficiary may wish to make for the purposes of the Veolia group or of its activities. The rights assigned include in particular the right of use, of reproduction, of adaptation, of representation and of commercialization.

The Contractor guarantees VEOLIA against any action to establish title brought by any third parties on the grounds that the material made, used or sold by the Contractor constitute an infringement of the pre-existing intellectual property rights claimed by the said third parties. If as a result of any proceedings or legal action VEOLIA is deprived of the right to use the relevant deliverables and/or the other intellectual property rights assigned, the Contractor undertakes: (i) to supply non-infringing deliverables to VEOLIA; or (ii) to obtain for VEOLIA the right to continue to use the assigned deliverables and/or other intellectual property rights.

11 - Subcontracting: The Contractor shall not assign or subcontract wholly or in part the performance of the order without the express prior written consent of VEOLIA. Subcontracting shall never result in modifications in the terms and conditions of the order, for which the Contractor remains solely liable with regard to VEOLIA, during the whole performance of this latter.

12 - Commitment of the Contractor: the Contractor declares that it is fully compliant with social welfare and tax legislation. It undertakes to provide, upon request, the certificate(s) provided for this purpose.

13 - Environment - Sustainable Development - Ethics - Equal opportunities: VEOLIA shall make available to the Contractor its General Principle for Suppliers Relationship, its Ethics Guide, its anti-corruption code of conduct, its Competition law compliance Guide, its Human Rights policy, its "Commitments to Sustainable Development" integrating the Diversity Action Plan of VEOLIA. The Contractor shall make its comparable internal documents available to VEOLIA. The Contractor shall adhere to VEOLIA's commitments related to sustainable development, to environment, ethics, equal opportunities, social legislation (respect of the International Labor Organization conventions, the prohibition of forced labor or child labor, the freedom of association principle, etc....).

14 - Applicable law and jurisdiction: Except otherwise provided, the contractual relations between the Parties in relation to orders are governed by French Law. The Parties expressly agree that the Vienna Convention on the International Sale of Goods signed on April 11, 1980 does not apply to the order. Unless otherwise agreed and notwithstanding anything to the contrary contained in the supplier's general terms, the courts of the district in which the registered office of the buyer is located, shall have exclusive jurisdiction in respect of any dispute arising from the validity, interpretation or performance of the order.

15 - Election of domicile: the Parties elect the address appearing on the order form as their address for service.

16 - Prevention of corruption - Conflicts of interest - Compliance with competition law: Veolia has set up an anti-corruption code of conduct and expects its contractors to make at least equivalent commitments. Under the order, the Contractor notably undertakes (i) to comply strictly with any applicable regulations prohibiting in particular bribery of public or private agents, influence peddling and money laundering and (ii) to put in place and implement any necessary and reasonable policies and measures to prevent corruption.

Contractor agrees to notify VEOLIA of any breach of any term of this clause, within a reasonable time.

If VEOLIA notifies to the Contractor that it has reasonable grounds to believe that this latter has breached any term of this clause, VEOLIA shall be entitled to suspend performance of the relevant order without notice for as long as it considers necessary to investigate the relevant conduct without incurring any liability or obligation to the Contractor for such suspension, the Contractor being requested to take any reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct.

Should the Contractor breaches any term of this clause, VE shall immediately terminate the order without notice and without incurring any liability and this, without prejudice of any remedy to which VEOLIA shall be entitled for any loss, damage or expense incurred or suffered by itself as a consequence of such a violation.

The Contractor shall refrain from offering to any employee of VEOLIA or from receiving any direct or indirect, remuneration, benefit or financial advantage, in their personal capacity except gifts or invitations offered in accordance with the customs and the Ethics Guide and anti-corruption code of conduct of VEOLIA, that is to say, non-monetary, of a low value and which can only be interpreted as a manifestation of courtesy.

17 – Personal Data Protection and compliance with the GDPR: As part of its legal obligations and the execution of the order (management, monitoring, billing and accounting...), VEOLIA collects and processes the personal data of employees of the Contractor. The Contractor undertake to inform its employees that they can exercise a right to access, to rectify, to oppose, etc ... by writing to: **dpo.vesa@veolia.com**.

If it is required to process personal data belonging to or on behalf of VEOLIA, the Contractor undertakes to fulfill in advance any acts required by the European General Data Protection Regulation 2016/679 ("GDPR").

18 - Miscellaneous: the Contractor acknowledges that it has read these GTP and accepts them without amendment or reservation. The Contractor agrees to initial and return these GTP to VEOLIA as soon as possible.

XXXXXXXX

Veolia Environnement

Head Office : 21 rue la Boétie • 75008 Paris

Administratif Office : 30 rue Madeleine Vionnet • 93300 Aubervilliers

www.veolia.com