

General Terms and Conditions
of Purchase



COMMITMENT



ACCOUNTABILITY



RESPECT



ENABLING



SAFETY

ARTICLE 1 GENERAL PROVISIONS

1.1 Preamble

These general terms and conditions of purchase ("Terms and Conditions") shall apply to all requests made by Sibanye-Stillwater Limited or its subsidiaries (the "Customer") for quotations, proposals or offers and are an integral part of any purchase order placed by the Customer for the procurement of works, services, ("Services") or products ("Products") (together "Work") on the seller ("Supplier").

Any general terms and conditions of the Supplier including those referred to in the Suppliers confirmation of receipt of the Order are acknowledged merely for the administrative needs of the Parties, without them being accepted or considered to be included in the Contract unless the Parties have agreed in writing to incorporate all or part of such terms and conditions in the Contract.

The documents which set out the agreement between the Parties ("the Contract") are, in decreasing order of priority: (i) the Order (ii) the specifications, (iii) these Terms and Conditions, (iv) the Security procedures.

Where the Customer and the Supplier enter into a formal agreement, these Terms and Conditions will govern the Parties contracting obligations. The Terms and Condition may be amended by written agreement between the Parties under special terms and conditions. The documents which set out the formal agreement ("the Contract") are, in decreasing order of priority: (i) the formal agreement (ii) the special terms and conditions (iii) the Order (iv) the specifications, (v) these Terms and Conditions, (vi) the Security procedures (vii) all other documents attached to the formal agreement.

1.2 Waiver

Failure by the Customer to enforce any provision of the Contract will not constitute a waiver of such provision or affect in any way the Customer's right to require performance of any such provision at any time in the future, nor will the waiver of any subsequent breach nullify the effectiveness of the provision itself.

1.3 Severability

If any one or more of the provisions of the Contract will be declared or adjudged (formally or informally) by a competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which the Contract is to be performed (the 'Severable Provision'), that provision will be severable and divisible from the other terms and conditions of the Contract, and the Parties will retain the right to enforce all the other terms of the Contract and will retain all such rights as are validly conferred on them by the Contract.

1.4 Cession, Assignment and Delegation

The Supplier may not cede, assign, delegate or transfer any part the Contract or any benefits, rights or obligations thereunder to any other person, except with the prior written consent of the Customer.

The Customer may assign any rights under the Contract to any legal entity that assumes all of the Customer's obligations and accepts all of the Supplier's rights by giving 14 (fourteen) days' notice thereof to the Supplier. In such a case, the Customer shall be fully released from any responsibility or liability under or in connection with the assigned or transferred obligations and/or contract.

1.5 Entire Agreement

The Contract constitutes the entire agreement between the Parties. No variation, addition to or cancellation of the Contract will be of any force or effect unless reduced to writing as an amendment to the Contract.

1.6 Domicilia and Notices

The Customer select as its *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses.

- a) legal proceedings – Legal.Notices@sibanyestillwater.com, with a hard copy delivered to the address specified in the Contract;
- b) notice provided for or necessary in terms of this Contract – the email address of the Company specified in the Order. In the event where no email address is specified in the Order, such notices will be sent to the email address in Article 1.6(a).

The Supplier's *domicilia citandi et executandi* for the purpose of legal proceedings and notice provided for or necessary in terms of this Contract is the email address specified in the Order. If no email address is specified in the Order such other address

or email address as may be substituted by notice. In the event where no email address is notified, the Supplier select as its *domicilia citandi et executandi* its registered office.

ARTICLE 2 LAWS, REGULATIONS, POLICIES AND COMPLIANCE

2.1 Responsible Purchasing

The Supplier undertakes to provide the Products and Services entrusted to it in accordance with the principles and commitments set out in the Customer's Supplier Code of Conduct (the "Code of Conduct"), available on its website.

The Supplier shall ensure compliance with the Code of Conduct at each stage of delivery of the Products and Services, including by its suppliers and Sub-contractors.

To ensure the proper compliance by the Supplier with the Code of Conduct, the Customer may invite the Supplier to carry out an online evaluation on a specialized independent platform. The costs relating to the registration or evaluation of the Supplier shall be at its expense.

The Customer may also ask to conduct an on-site audit of the Supplier in order to ensure that the Code of Conduct is being implemented properly.

If the results of the Supplier's evaluation or audit do not conform to the Code of Conduct and expectations of the Customer, the Customer may propose an action plan to the Supplier to help improve its practices. The implementation of the action plan will then be followed up by the Customer on a yearly basis through an online evaluation or an audit.

Should the Supplier not be able to comply with any one of the principles and/or requirements set out in the Code of Conduct or refuse to implement it, or in the event of refusal to undergo an online evaluation or on-site audit at the Customer's request, the Customer reserves the right to terminate for breach all or part of the contracts entered into with the Supplier without this giving the Supplier any entitlement to compensation.

2.2 Assessing risks and hazards

Before any Products or equipment, goods or items required to execute the Services are delivered, the Supplier will assess the hazards of the Products and the equipment, goods or items required to execute the Services in accordance with the recognized UN Global Harmonised System of Hazard Classification and Labelling system or in accordance with any equivalent hazard classification and labelling system.

2.3 Company Standards

The Supplier and its personnel shall strictly comply with all standards, rules, codes of practice, procedures, and managerial instruction of whatever nature applicable to the Products or the Services.

Such standards, rules, codes of practice, procedures shall include but not be limited to:

- a) the standard health, safety and environmental rules, procedures and codes of practice;
- b) all Customers policies, which are available on the Customers website, including but not limited to:
 - i) the Customer's Ethics Policy and Code of Ethics;
 - ii) the Customer's ESG Policy;
 - iii) the Customer's Human Rights Policy Statement;
 - iv) Material Stewardship & Responsible Sourcing Policy Statement
 - v) the Customer's Labour policy;
 - vi) Sexual harassment policy;

The Supplier will be held liable for any and all errors and/or omissions due to its failure to adhere to the Customer's Standards.

2.4 Labour Laws

The Supplier will comply with all applicable laws relevant to its employees including laws relating to their employment, health and safety, welfare, immigration and emigration and will allow them all their legal rights.

2.5 Health, Safety and Environment

During the performance of the Services, the Supplier must comply with the applicable laws and the Customer's Health, Safety and Environment ("HSE") rules. The Supplier shall take all necessary measures to protect people, the Products, the Customers plant and equipment and the environment during the performance of the Services.

The Supplier must, without limitation:

- a) Enforce among its staff, who remain under its responsibility, the Customer's health and safety rules and, more generally, any regulations applicable to the place of performance of the Services
- b) Ensure that its staff and Sub-contractors have acquired the professional knowledge and skills relevant to their specific activities and tasks
- c) Demonstrate that its staff and Sub-contractors have received the necessary HSE training applicable to the Services to be performed on site
- d) Immediately cease, at its expense, any situation or activity under its control that is dangerous or harmful to the health and Safety of any person or that constitutes a threat to the environment
- e) Ensure that awareness of HSE among its staff of and Sub-contractors is constantly maintained and reinforced
- f) Ensure that its staff and its Sub-contractors involved in the performance of the Services are medically fit
- g) Notify the Customer of any incident or accident occurring during the performance of the Services, and provide and implement the associated corrective action plans as soon as possible
- h) Identify and assess the potential environmental impact of its activities and implement the appropriate mitigation measures to minimize this impact
- i) Apply the Customer's work permit system as applicable, including the associated additional permits and certificates
- j) Ensure that the staff involved in the performance of the Services are always equipped with the appropriate Personal Protective Equipment (PPE)
- k) Keep, at its expense, the Customer's site and its surroundings clean and free from any debris and rubbish caused by the performance of the Services and, at the end of the Services, leave the Site clean and ready for use.

The Customer has the right to inspect the sites and audit work files to verify the compliance of the Supplier and its Sub-contractors with the HSE requirements as set out in the Contract. In the event of non-compliance by the Supplier or its Sub-contractors with the above requirements, the Customer has the right to refuse the Supplier and/or its Sub-contractors (as applicable) access to or continued presence on the site.

All consequences resulting from the Supplier's failure to comply with the foregoing obligations, including the costs associated with the implementation of the measures taken by the Customer in the event of fault or negligence on the part of the Supplier and refusal of access to or continued presence on the site, shall be the sole responsibility of the Supplier.

If the Supplier fails to perform any of the obligations set forth in this Article, the Customer shall have the right to terminate the Contract in accordance with Article 13.2 of this Contract.

2.6 Ethics and Compliance

Each Party undertakes to comply with national or international laws and rules relating to corruption, money laundering, bribery, tax evasion, labor, export control, health and safety and/or economic sanctions. If either Party fails to comply with such laws and regulations, it shall be deemed to be in material breach of their obligations under this Contract, which may result in termination of the Contract under the terms set out in the relevant clause hereof.

Each Party shall implement all means, processes and actions necessary to comply with the applicable laws and regulations. Each Party warrants that neither it nor any person under its responsibility or acting in its name or on its behalf, and/or any subcontractor and/or supplier involved in the performance of the Contract, has granted, or will grant, any offer, remuneration, payment or benefit of any kind which constitutes or could constitute an act of corruption or attempted corruption, whether directly or indirectly, in view or in consideration of the awarding/performance of the Contract and/or any other advantage whatsoever. As such, it undertakes to inform the other Party immediately if it suspects or is aware of acts of corruption or related acts.

Each Party reserves the right to ask the other Party at any time for the immediate disclosure of the information necessary and/or deemed relevant to establish that it has complied, for the entire duration of the performance of the Contract, with anti-corruption laws.

Each Party confirms that neither it, nor any person/entity that owns or controls it or that it owns or controls, is subject to economic and/or financial sanctions adopted by the United States, the EU (or its respective Member States) and the United Nations, in particular (collectively, the "Sanctions").

Each Party warrants that no delivery of products is intended for, or transits through, a country subject to Sanctions.

Each of the Parties undertakes to ensure that no payment is made via a country, bank or other entity or body in violation of the applicable Sanctions, including through persons subject to sanctions within the chain of contractual relations.

Each Party hereby agrees to indemnify, defend and hold harmless the other Party and its officers, directors and employees against any complaint, claim, harm, costs, penalties and fines arising from any alleged breach of this clause by this Party.

ARTICLE 3 SUPPLIER'S GENERAL OBLIGATIONS

3.1 General Warrantees

The Supplier warrants that:

- a) it is fully experienced and properly organised, financed, equipped, staffed, qualified, licensed and able to fulfil its obligations in terms of the Contract and in terms of any generally accepted good practices and standards, legislation and specifications that may govern it in fulfilling its contractual obligations;
- b) it has power, authority and legal right to sign and execute the Contract and that the Contract has been duly authorised by all necessary actions and constitutes valid and binding obligations on it in accordance with the terms of the Contract.
- c) the deliverables will be executed:
 - i) in a professional, competent, sound and workmanlike manner, and exercising that degree of skill and care, diligence and prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in a similar type of undertaking under the same or similar circumstances as the Supplier;
 - ii) with due care and skill using internationally accepted methods and practices having due regard to the nature of the Products and Services and its intended purpose;
 - iii) in a manner which complies at all times with the provisions and/or requirements of all applicable laws and which is safe and efficient;
- d) in accordance with all Customer Standards; and
- e) unless otherwise specified in the Contract, using new materials of purpose merchantable quality which are fit and suitable for their intended purpose.

The Supplier further warrants that the Deliverables will:

- a) be free from both patent and latent defects and be of good quality and workmanship;
- b) be supplied with the full benefit to the Customer of any manufacturer's warranty.

It falls upon the Supplier, in its capacity as a professional in its trade, to confirm the consistency of the requests of the Customer and to advise it, particularly with regard to the best current practices and technologies during the performance of the Contract and to the appropriateness of the Order in view of the aims and specifications of the Customer.

The Supplier must also ask for explanations and/or clarification from the Customer in the event that information is ambiguous and/or incomplete, in order to ensure that there is no error or omission that may result in the incorrect or incomplete fulfilment of the Order and to make any comments that it may find necessary regarding the documents sent by the Customer. Failing this, the Supplier may make no subsequent complaints, reservations or exceptions.

3.2 Sub-Contracting

The Supplier may not subcontract an Order, in full or in part, or any other part of a Contract, to a third-party (hereinafter a "Sub-contractor"), even free of charge, including the primary, material or specialist components of the Work, without the prior written consent of the Customer, failing which the Order may be cancelled.

The Supplier will be responsible for the acts, errors, omissions, defaults and neglects of any Sub-contractor, its agents, representatives or employees as fully as if they were the acts, errors, omissions, defaults or neglects of the Contractor, its agents, representatives or employees.

The Supplier will take all necessary measures to ensure that the Customer has, at any time, access to the place where Services are performed or the Products are manufactured (including by its Sub-contractors) and all the documents concerning its organization.

The Supplier will inform its employees (regardless of the type and the duration of their employment contract), representatives, agents and Sub-contractors of all relevant provisions of the Contract particularly those regarding health, safety and the environment.

3.3 Lead Times

The dates specified in the Contract for delivery of the Products or completion of the Services are mandatory and considered an essential condition of the Contract. If the Supplier anticipates that the contractual dates may be exceeded, it must immediately notify the Customer of the extent and the reasons for the delay. The Customer reserves the right to apply the provisions of ARTICLE 7 and ARTICLE 9 and to take all measures that it deems necessary in order to preserve its interests, including the cancellation of the Order according to the provisions of Article 13.2.

ARTICLE 4 COMMENCEMENT, COMPLETION, DELIVERY, PRICE AND PAYMENT

4.1 The Purchase Order

The Customer may at any time make a request to the Supplier to provide a written quotation for the supply of Products or the provision of Services. The quotation shall include (i) the quantity and type of requested Products and/or Services and any minimum purchase requirements, if any; (ii) the specification(s); (iii) delivery terms and estimated delivery or completion date(s); (iv) the place for delivery; (v) the price; and (vi) if requested by the Customer, details of special packaging.

Should the Customer accept the quotation, the Customer may, at its sole discretion place upon the Supplier a Purchase Order ("the Order"). The Contract, in its entirety or in part, will not be enforceable until such time as the Order is generated by the Customer and delivered to the Supplier. If the Supplier performs any Services or deliver any Products without an Order, the Customer will not be liable for payment for such Services or Products.

4.2 Order Acceptance

An Order is considered as accepted by the Supplier and a Contract concluded upon the transmission to the Customer of its acknowledgement of receipt.

If the Supplier failed within 2 (two) working days of the date of transmission of the Order to acknowledge receipt thereof, than the Order will be deemed accepted and a Contract concluded.

4.3 Commencement

The Supplier shall commence with due expedition and without delay after acceptance in terms of Article 4.2 ("Commencement Date").

4.4 Delivery and Completion

- a) The Service or any section thereof is deemed completed when:
 - i) the Supplier has completed the whole of the Service or any section thereof as the case may be;
 - ii) the Supplier has passed all of the tests the Supplier is required to perform in terms of the Contract; and
 - iii) the Customer has certified the Service or any section thereof as being completed.
- b) Unless specified otherwise in the Contract, the Product will be delivered to the Customer by the Supplier at the Suppliers cost to the site designated by the Customer in the Order. The Supplier will ensure that it applies for an import licence for the Goods in the Customers name if necessary.

4.5 Modifications

The Customer reserves the right to modify the Order during the performance of the Service and shall inform the Supplier accordingly. Any modification made to an Order must be subject to an amendment accepted by the Supplier under the same conditions as stipulated above. The Supplier's consent must not be unreasonably withheld. The Supplier may make no modification of any kind to the Work ordered by the Customer without having obtained an amended Order.

Under no circumstances may requests from the Customer to make the Work compliant with the standards, best practices and/or the rules applicable to the Order be regarded as modifications for the purpose of this Article 4.5.

4.6 Prices

The Prices on the Orders are fixed and firm. They include all taxes (excluding VAT), contributions and insurance costs.

The Supplier will be deemed to have notably taken into account when fixing its prices:

- a) all the supplies, associated means and services;
- b) all studies;
- c) the delivery of all required documentation and the Deliverables (as defined in Article 7.2);
- d) cost of labour, subcontractors, and the tools and equipment required for the fulfilment of the Work;
- e) all the conditions and circumstances affecting the Contract;
- f) the general conditions and circumstances at the place where the Work will be delivered (the "Site"); and
- g) the cost to clean-up any environmental incident and the remediation and rehabilitation of the Site and the surrounding areas caused by the Supplier in executing the Contract.

It is expressly agreed that if certain details or accessories that, according to good practice, are required for the Work, are not specified in the Contract, it shall fall upon the Supplier to include them, to proceed in good time with the necessary amendments and additions and to inform the Customer thereof without this giving rise to any increase in the price. When the

place for the performance of the Work is known to the Supplier, no surcharge on the price initially agreed by the Parties will be accepted by the Customer as a result of foreseeable local conditions including but not limited to climate and hydrometry.

4.7 Invoicing

Invoices shall be issued for each payment period as specified in the relevant Order, and shall indicate the Order number, description, the rate and amount of tax and any legally required information. In case of a single invoice, it shall be issued after compliant delivery of the Products, the Service and/or Deliverables duly accepted by the Customer.

4.8 Payment Terms

Subject to the compliant delivery of the Products and Services, their correct receipt under the terms set out in ARTICLE 6, and the receipt of an invoice fulfilling the requirements under Article 4.7, payments shall be made by bank transfer before the 15th day of the month of the invoice date plus thirty (30) days. For the avoidance of doubt, payment shall not exceed a clear 60 days from the invoice date. For Orders relating to transport services, the payment period is 30 days from the invoice date. The Customer shall be entitled, as of right (*de plein droit*), to offset any debts that it is owed by the Supplier against debts that the Supplier may owe the Customer, regardless of the nature of the debt, including liquidated damages.

4.9 Performance guarantee

If specified in the formal agreement, the Supplier shall obtain, at the Supplier's expense, a performance guarantee in the form of bank security equal to all or part of the cost of the Service as security for the proper performance of the Work. The guarantees and warranties referred to above should be issued by a bank approved by the Customer and should include an express waiver of the right to discussion and an undertaking not to enter into a dispute for any reason whatsoever.

ARTICLE 5 PERFORMANCE OF THE SERVICES AND MANUFACTURE OF PRODUCTS

5.1 Prevention, Performance and Quality Management

To the extent required by the applicable legislation, the Supplier must, before starting the Work, prepare with the Customer a written prevention plan setting out the measures to be taken by both Parties in order to prevent potential risks.

The Supplier is required to provide, within three (3) working days of the Customer's request:

- a) all documents regarding the organization of the Supplier including an organigram;
- b) a method statement detailing the steps the Supplier will take to perform the Services as well as those of its Sub-contractors in a safe and efficient manner;
- c) a quality management system which conforms to the Customers quality assurance requirements and the Customers safety management system; and
- d) all documents formalizing the results or the progress and the status of the Services ("the Deliverables"), according to the schedule provided for in the Contract. The Deliverables may be used freely by the Customer.

5.2 Inspections

The Supplier will allow the Customer, or a third party appointed by the Customer, to inspect, subject to reasonable notice, the Services or the Products, the state of progress, the performance, or the means for fulfilling the Contract, and the quality management systems employed by the Supplier. Each Party shall assume the costs they incur related to the inspection. Instructions, inspection and approval do not in any way reduce the contractual liability of the Supplier. Any such instructions, inspections or approvals do not equate to approval of the Services or Products and do not prejudice the Customer's right to refuse all or part of the Services upon delivery.

The Supplier shall inform the Customer of any event that may affect or compromise in any way the provision of the Products or Services, without this releasing it from its obligations.

5.3 Defects

If any of the Products, Services or Deliverables is defective (a "Defective Product, Service or Deliverable"), the Customer will, without prejudice to any other rights that the Customer may have in terms of the Contract or in law, be entitled to reject such Defective Product, Service or Deliverable and the Customer may, at its discretion:

- a) instruct the Supplier to replace, redo or repair the Defective Product, Service or Deliverable; or
- b) purchase replacements for the Defective Product, Service or Deliverables from a third party and the Supplier will indemnify the Customer for any excess cost incurred by the Customer; or
- c) instruct the Supplier to purchase replacement for the Defective Product, Service or Deliverable from a third party and the Supplier will indemnify the Customer for any excess cost incurred by the Customer;

Failure on the part of the Customer to implement the provisions of this Article will not prejudice or affect the rights of the Customer to invoke the said provisions in a subsequent delivery of service.

ARTICLE 6 ACCEPTANCE OF THE PRODUCTS AND SERVICES

Any delivery of Products, Services, Deliverables and/or associated services is subject to acceptance by the Customer, which may be formalized by a certificate or any other notification sent to the Supplier. This formality, which is distinct from the inspections performed during the performance of the Work, consists either of a provisional acceptance followed by final acceptance.

6.1 Provisional acceptance

Provisional acceptance, where applicable, occurs after the performance of operational and/or performance tests, and is intended to check the overall compliance of the Work and Deliverables including quantity, quality and compliance with the specifications and confirm receipt by the Customer of all the documents provided for in the Contract, including technical drawings and list of spare parts. The fact that no non-conformities were discovered by the Customer may under no circumstances be invoked by the Supplier to release it from all or part of the warranties and responsibilities by which it is bound.

It is further understood that acceptance constitutes only acknowledgement of a lack of apparent or patent defects, and not approval of the Products.

Provisional acceptance may be declared with reservations where they are minor. These reservations must be lifted by the Supplier in the prescribed Warranty Period. Provisional acceptance may not be given if there are major reservations and the final delivery will then be declared non-compliant.

Provisional Acceptance of Products shall be deemed within 30 days of delivery if, within this period, no reservation has been expressed or defects have been notified by the Customer.

Provisional acceptance marks the start of the standard manufacturer's contractual warranty of agreed defects correction period.

6.2 Final Acceptance

Final Acceptance is the act by which the Customer acknowledges that the Services and Deliverables are compliant with the Contract specifications and that the Supplier has fulfilled all its contractual undertakings and have remedied all defects therein, without prejudice and subject to its responsibilities under ordinary law or the guarantees that remain applicable. Final acceptance may only be given if all the reservations have been lifted (by bringing it into conformity and/or fully or partially replacing the Services, where applicable) within the Warranty Period, and after all the documentation and Deliverables have been supplied.

In the event that the Service is non-compliant with any of the stipulations of the Contract, the Customer reserves the right to cancel the Order pursuant to the provisions of Article 13.2 below, without prejudice to the application of liquidated damages for delay as provided for in the Contract or any other compensation for the damage suffered by the Customer.

6.3 Transfer of Title

Title to the Products, including the related documents, will pass to the Customer upon delivery.

ARTICLE 7 DELAYS

If the Supplier fails to deliver any Product and/or to provide any Service by the agreed date for delivery due to the default of the Supplier, the Supplier shall be liable to pay liquidated damages. Unless specifically stated otherwise in the Contract, such liquidated damages are 1% of the total Order amount per started week of delay, up to a maximum of 10% of the Order amount. The Supplier agree that the liquidated damages exclusively aim at pre-estimating the prejudice suffered by the Customer as a result of such delay. In the event that the damage incurred by the Customer exceeds the above amount of liquidated damages, the Parties expressly acknowledge and agree that the Customer may claim the full amount of such excess damage. The rights of the Customer under this ARTICLE 7 are without prejudice and in addition to its rights to cancel an Order according to the terms allowed for in Article 13.2 herein. Payment of the liquidated damages do not exonerate the Supplier of its obligations under the Contract.

It is agreed that the liquidated damages shall be payable upon simple notification by the Customer, without prior formal notice, and shall be contained in a summary statement (monthly in case of recurring services) sent by the Customer. Liquidated damages shall result in: (i) the issue of an invoice to be paid by the Supplier within thirty (30) calendar days, or (ii) after notification of the Supplier, the deduction of the liquidated damages from the next invoice issued by the Supplier.

ARTICLE 8 WARRANTIES

The Supplier warrants that the Products and the Services are compliant with the Contract and guarantees the supply of the Products, Services and Deliverables within the agreed delivery date specified in the Contract. These requirements are an obligation of results (*obligation de résultat*) for the Supplier. Unless otherwise specified in the Contract, the warranty period may be no less than twelve (12) months from the date of Provisional Acceptance ("Warranty Period").

The fact that the Customer may have knowledge of information communicated by the Supplier regarding the means that the Supplier shall use to achieve the above-mentioned results, and the Customer's knowledge in this area, or the approval by the Customer of the Product, Service or a Deliverable, shall in no way release the Supplier from its obligation of results or of conformity of the Service or the Product.

The warranties shall at a minimum provide for replacing, restoring, repairing and/or completing and in general perfecting the Products or Services to make them entirely compliant with the Contract and the specifications and fit for the purpose it is required for.

All expenses and charges incurred during the implementation of this warranty shall be covered by the Supplier. The Supplier shall also be bound by the terms and conditions of any performance guarantees stipulated in the Contract.

Without prejudice to the foregoing provisions, the Supplier is bound by the statutory warranty against hidden defects. Anything that may have been replaced or repaired under the terms of the warranty stipulated herein shall be covered by an identical warranty covering the same duration and terms as the original warranty.

ARTICLE 9 LIABILITY

The Supplier, as a specialist in the manufacturing and/or supply of the Products and/or performance of the Services it provides, is bound by a general obligation to provide advice and information directly or indirectly concerning the fulfilment of the Order. The Supplier is liable, regardless of the reason, for any damage, loss or expense caused by the improper performance or non-performance of its obligations under the Contract. It is understood that the supply of Products or Services in accordance with the Contract, within the deadlines mentioned, constitutes an obligation of results (*obligation de résultat*).

More generally, the Supplier is liable under ordinary law for damages of any type of which the Customer, its agents, contractors or third parties may be victim or which their Products may suffer during the fulfilment of the Order. The Supplier expressly acknowledges that no limit of liability is accepted.

ARTICLE 10 INSURANCE

The Supplier declares that it holds appropriate insurance policies, taken out with insurance companies of good standing, covering the financial consequences and its liability or that of its employees or contractors for direct and indirect damage that they may cause to the Customer and/or its facilities, furniture, equipment, personnel or to third parties during the fulfilment of the Order. The Supplier undertakes to provide proof of the payment of the corresponding premiums within three (3) calendar days of the request by the Customer.

ARTICLE 11 INTELLECTUAL AND/OR INDUSTRIAL PROPERTY, AND CONFIDENTIALITY

13.1 In relation to the Service: The Customer shall, with the exception of the methods and expertise owned by the Supplier, become owner as they are produced of any document, Deliverable, dossier, report, drawing and more generally any element created by the Supplier under the terms of the Contract, as well as any information, inventions with or without patents, any procedures, and any equipment, prototypes, test equipment, models, software (whether it be in the form of object code, source code or any other form), obtained, created or developed by the Supplier under the Contract. In this regard, the Supplier undertakes to transfer to the Customer, in an exclusive manner, all the rights of use, representation, reproduction and adaptation for all the documents, as well as all the intellectual property rights created under the terms of the Contract. This transfer that covers all fields, including the internet, shall take effect for the full term of the protection of the rights according to legislation in force, and in particular the provisions of the French Intellectual and Industrial Property Code.

13.2 In relation to the Products: The Supplier is and shall remain the owner of all rights, titles and benefits relating to all intellectual property rights over the Products, including, but not limited to, know-how, patentable and non-patentable inventions, patents, models, designs, plans, samples, technical specifications, trademarks and copyrights (the "Background IP Rights"). Supplier grants the Customer a license over its non-exclusive, non-transferable and revocable Background IP Rights that cannot be sublicensed (except to end customers) solely for the purpose of using and operating the Products or integrating the Products into the end customer's equipment in order to use and exploit the Products, to the exclusion of any other rights.

13.3 The Supplier shall indemnify and hold harmless the Customer against any complaint or action undertaken by the beneficiary of any industrial or intellectual property right and in particular patent, brand, design, model etc. during the performance or the use of the Service or Product for the full duration of these rights.

13.4 The Supplier shall be required to compensate the Customer for any costs and damages (i) entailed by a decision or award, particularly for infringement, (ii) arising from a court as a last resort or an arbitration tribunal competent to hear the dispute (ii) or incurred in the context of any settlement agreement that may be signed, including legal fees for representation and advice on patent law, compensation for infringement, fees for the replacement or modification to reverse the infringement and damages for suspending the use of the infringing Product or Service.

13.5 "Confidential Information" means any information, processes, know-how, ideas, specifications and documentation that either Party may have communicated to the other in connection with the Products, the Services or its business and which relates to this Contract, including, inter alia, the price, specifications and design of the Products, information relating to staff, practices, customers or business strategies of either Party, and any information relating to the terms and conditions under which the Products or Services are sold under this Contract. Notwithstanding the foregoing, the following shall not be considered Confidential Information hereunder: Any information that (i) is already in the possession of the receiving Party at the time of disclosure by the divulging Party and continues to be treated as confidential information in accordance with the conditions under which it was obtained; (ii) is in or subsequently enters the public domain without any fault, action or breach on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is developed independently by the receiving Party other than in the performance of the Contract, without using a piece of Confidential Information of the Party disclosing the information. The Parties shall not disclose and shall take the necessary measures to prevent any disclosure by their employees, representatives or assigns of the other Party's Confidential Information to any third party, unless it has obtained its prior written consent. Each Party shall use the other Party's Confidential Information solely for the performance of this Contract. The provisions of this Article 13 shall remain in force for five (5) years after the expiry or termination of the Contract.

ARTICLE 12 FORCE MAJEURE

Neither of the Parties may be held liable for a delay or any other breach of its obligations under the terms of the Contract when such a failure is due to a force majeure event. Each Party shall bear its own costs and expenses resulting from the force majeure event.

For the purpose of this clause, the term "Force Majeure" means any circumstance or event (i) beyond the control of a Party, (ii) which could not reasonably be foreseen at the time of the execution of the Contract, (iii) which effects cannot be overcome and (iv) which prevents such Party from performing its obligation, according to article 1218 of the French civil code.

For the avoidance of doubt, the following events shall not be considered Force Majeure:

- strikes or industrial action by the Suppliers employees,
- the actions of Supplier's contractors, agents, authorized intermediaries and/or Subcontractors, as well as
- any shortcoming that may be due to any failure of materials or equipment used for the fulfilment of the Order;
- delays in the delivery of raw materials save where such delays were as a result of Force Majeure.

When a Party wishes to invoke Force Majeure, it must notify the other Party in writing immediately, or at the latest within eight (8) days of the occurrence, of all elements justifying the unpredictable, insurmountable and external nature of the event that makes it impossible according to the Party to respect its obligations and the expected consequences for the fulfilment of the Contract.

Performance shall resume as soon as practicable after cessation of the Force Majeure event. If the performance of the Contract, as a consequence of Force Majeure, is suspended for more than one (1) month or delayed or rendered impossible, the Parties shall determine the proper arrangements concerning the continuation of the Contract.

ARTICLE 13 SUSPENSION AND TERMINATION

13.1 Suspension

The Customer may suspend delivery of a Product or Suspend the services at its own discretion. During such suspension, the Supplier will properly protect, the Products and/or Services or part thereof against any deterioration, loss or damage.

The Customer may also notify the Supplier as to the cause of the suspension and whether it arose as a result of the Supplier's default. If the suspension arose as a result of the Suppliers default, the Supplier shall bear the consequences of the suspension.

If any suspension has continued for more than 60 (sixty) consecutive days, the Supplier may request, in writing, the written permission of the Customer to proceed. If the Customer does not respond within 14 (fourteen) days after receipt of the Suppliers request, the Suppliers may give notice of termination to the Company.

13.2 Termination

Either Party may forthwith terminate the Contract or any Order without indemnity nor compensation by notice in writing to the other if the other shall have committed any material breach of its obligations under this Contract or a specific Order and failed to commence to remedy the same within 10 (ten) calendar days after being required by notice in writing to do so by the other Party.

To the extent permitted by applicable law, this Contract may also be forthwith terminated at any time by either Party by notice in writing and without any indemnity whatsoever and without prejudice to any other rights of the Party exercising its right to terminate in the event of insolvency, cessation of payment, judicial settlement, bankruptcy, voluntary or involuntary liquidation of the other Party, or in the event the other Party were acting so as to render the performance of the Contract impossible to the other Party.

In the event of a failure to perform, or incorrect performance, or violation by the Supplier of one or more of its obligations under the terms of the Contract which cannot be remedied, the Contract or any Order may be cancelled immediately by the Customer by giving 15 (fifteen) calendar days' notice, without prejudice to the application of liquidated damages for late delivery and/or compensation and/or damages that it may claim from the Supplier and without the Supplier being entitled to claim any compensation.

Even if the Supplier has not breached its contractual obligations, the Order may be cancelled at the Customer's discretion, subject to a notice period of 30 (thirty) calendar days following written notification sent to the Supplier. In such cases and only in the event of an Order placed in a fixed period, the Customer shall pay the Supplier all monies owed at the time of the effective and compliant termination of the Services, particularly the work in progress which cannot be resold despite the implementation of reasonable remediation measures by the Supplier, to the suppliers of the supplier or third parties, or used for other customers or by the Supplier for its own needs. The payment will take account of advances, down payments or any other payments already made, without any further compensation. The Supplier shall provide the Customer with all supporting documents as necessary and sufficient for this purpose. In any event, the amount owed to the Supplier in this respect may not exceed the total amount of the Order.

ARTICLE 14 CHANGE IN THE SITUATION OF THE SUPPLIER

In the event of any major change to the financial situation of the Supplier, its structure, elements of control or its Management, or any collective proceedings, the Supplier is required to inform the Customer immediately. If such a change is, in the opinion of the Customer, of such a nature as to compromise the proper fulfilment of the Order, the Customer may require guarantees or cancel the Order under the terms of Article 13.2 herein, or to take any measure it deems necessary, subject to applicable law.

ARTICLE 15 PERSONAL DATA

In the performance of these Terms and Conditions, each of the Parties may collect and/or process the personal data of the other Party, each as an independent Data Controller. Consequently, each Party undertakes to comply with its obligations under data protection legislation (particularly Regulation 2016/679, the General Data Protection Regulation or "GDPR").

Each of the Parties therefore undertakes to:

- a) comply with the principles and obligations set out in the GDPR.
- b) take appropriate technical and organizational measures to ensure and to be able to demonstrate that processing is performed in accordance with the GDPR, in particular against unauthorized or unlawful processing of Personal Data and against accidental loss, destruction or damage of such data to ensure an appropriate level of security for:
 - i) damage that could result from unauthorized or unlawful processing or accidental loss, destruction or damage; and
 - ii) the nature of the personal data to be protected.
- c) maintain a written record of all categories of processing activities carried out on behalf of the Controller, including (i) the name and contact details of the controller, (ii) the categories of processing carried out, (iii) where applicable, transfers of personal data to a third country or an international organization (iv) a general description of the technical and organizational security measures put in place.
- d) cooperate with the other party to enable it to assess and document the compliance of the processing of personal data carried out pursuant to these Terms and Conditions, taking into account the nature of the processing and personal data.
- e) not to share the other Party's personal data with third parties without the express prior consent of the other Party in writing.
- f) to give notice, by email or any other means, of any personal data breach without undue delay and in any case within a maximum of forty-eight (48) hours after becoming aware of it. Such notification shall be accompanied by any relevant documentation to enable the relevant Data Controller, where necessary, to notify the competent supervisory authority of such a breach (the description of the nature of the breach, the categories and number of data subjects, the name and contact details of the data protection officer or other contact point where more information can be obtained, the description of the likely consequences of the breach, the description of the measures taken to remedy the breach, including, where appropriate, measures to mitigate any negative consequences thereof).

Each Party shall make available to the other Party the documentation necessary to demonstrate compliance with all its obligations and to allow audits and inspections to be carried out by the other Party or another auditor appointed by it.

In the event of termination of relations between the Parties, each Party shall cease to process the other Party's personal data and return and/or delete the personal data in its possession.

ARTICLE 16 APPLICABLE LAW - SETTLEMENT OF DISPUTES

The Order and, in particular, the terms of its performance and their consequences shall be governed by French law, or the law applicable at the Customer's site if it is located outside France.

Any dispute between the Parties regarding the existence, validity, interpretation, or performance of the Contract, or of any of its clauses, which the Parties are unable to settle amicably, shall be exclusively submitted by the first Party to act to the competent of the registered office of the Customer.

Any dispute (i) arising out of, or in connection with the Contract (including its existence, validity, interpretation, performance and termination), and (ii) which the Parties are unable to resolve amicably within 30 days of the issuance of a notice of claim in writing by the aggrieved Party, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator seating in Paris, France, appointed in accordance with the said Rules.

Notwithstanding the foregoing, either Party may seek and obtain temporary injunctive relief from any court of competent jurisdiction.