

TERMS AND CONDITIONS OF PURCHASE AND PERFORMANCE**1. - APPLICATION AND VALIDITY OF THE TERMS AND CONDITIONS OF PURCHASE AND PERFORMANCE**

Unless expressly agreed otherwise, these terms and conditions of purchase and performance form an integral part of orders issued by LAMESCH Exploitation s.a., hereinafter referred to as the "Buyer" or "LAMESCH," to the exclusion of any contradictory general or specific terms and conditions of the supplier or subcontractor, hereinafter referred to as the "Seller," even if they are sent after the order.

2. - ACKNOWLEDGMENT OF RECEIPT - MODIFICATIONS

The Seller is required to promptly return the duplicate of the purchase order as acknowledgment of receipt, dated and signed by way of agreement. This document will be sent to the Buyer's head office.

If the Seller fails to express their agreement in this manner within a maximum period of 8 days, the Buyer will have the right to cancel the order or to consider it as tacitly accepted by the Seller, inclusive of all terms and conditions. The Seller beginning work on the order implies the Seller's acceptance of all terms and conditions of the order.

Verbal orders issued by the Buyer and its agents will only be recognized if they are confirmed by means of a written order within 5 working days.

Under no circumstances may the Buyer's failure to respond to an offer sent to it be considered as acceptance of such offer.

Modifications are only valid with the express written consent of the Buyer.

3. - SELLER'S OBLIGATIONS

The Seller acknowledges that it is in possession of all information necessary for perfect performance of the order, having taken into account any challenges and being capable of carrying it out in accordance with professional standards.

The Seller takes all necessary measures to ensure, as an obligation to produce a result, perfect performance of the order, without interruption and within the stipulated time limits.

In the event of a dispute for any reason whatsoever, the Seller is formally forbidden to suspend its supply, work, or performance of its contractual obligations.

The Buyer's authorizations, approvals, controls, or other do not in any way modify the Seller's commitments and responsibilities.

4. - TERMINATION - BREACHES

If the Seller fails to comply with its obligations or in the event of bankruptcy or relief of financial obligations of the Seller, the Buyer reserves the right to cancel its order in whole or in part, without prejudice to any damages that may be owed. The Buyer also reserves the right to remedy the Seller's shortcomings itself or to call upon a third party of its choice at the Seller's expense and risk.

5. - TRANSFER - SUBCONTRACTING

The Seller undertakes not to assign or subcontract all or part of the order to a third party without the prior written consent of the Buyer, under penalty of termination of the order in whole or in part and under penalty of damages and interest. However, if agreed, this does not in any way reduce the Seller's liability towards the Buyer with regard to the full and faithful performance of the order.

6. - ORDER LEAD TIMES

Unless expressly agreed otherwise, the lead time begins on the date of the order. If delays in performance are foreseeable or even unavoidable, the Seller must notify the Buyer as soon as it becomes aware of such delay, and it will be up to the Buyer to inform the Seller of its decision whether or not to proceed with the order.

If the order is not performed in accordance with the terms and conditions, the Buyer reserves the right to terminate the order in whole or in part, without prior notice or intervention by the court and without prejudice to the right to claim damages and interest. Confirmation of any termination or new deadline will be made in writing.

Damages suffered by the Buyer may include, in particular, unemployment of personnel and facilities, loss of profit, compensation due to the Buyer's customer, etc.

If the special terms and conditions provide for payment of a certain sum by way of penalty, this clause will be applicable automatically, without formal notice and without prejudice to the Buyer's right to full compensation for damages. This will be considered to be a fixed and non-reducible compensation.

7. - SHIPPING

Unless expressly agreed otherwise, shipments will be made at the Seller's risk to the delivery address stated by the Buyer, on working days and during office hours only.

Before any shipment, the Seller must send a shipping notice including, in particular, a clear and precise specification of the material shipped as well as the purchase order numbers.

This notice must be sent to the Buyer's head office and a separate copy must accompany the goods.

The Seller must guarantee perfect storage of the equipment in the event of late delivery for any reason whatsoever, even if this is due to the Buyer.

Additional costs and risks resulting from the implementation of expedited transport or storage in order to respect the delivery deadline will remain the Seller's responsibility.

8. - TRANSFER OF OWNERSHIP - RECEIPT - ACCEPTANCE

Ownership of the object of the order is acquired by the Buyer as and when the elements constituting it are identified or delivered to the site, with the Seller assuming the risks related to its supplies and/or services until their acceptance; taking possession of the object of the order may not constitute acceptance.

Unless otherwise specified in the terms and conditions, acceptance is performed by the Buyer at the address of the supply destination or performance of the work. The Buyer reserves the right, at the Seller's expense and risk, to return any goods or materials or to refuse work in the event of non-compliance with the specifications of the order or the quality of an approved sample, without prejudice to the right to claim damages and interest. Receipt of goods does not constitute acceptance.

Tacit acceptance will not be permitted. Furthermore, neither receipt nor use of the goods or works, nor the absence of complaints during a given period, nor full payment, may be considered an act of tacit acceptance.

9. - PRICE

Unless otherwise specified in the order, prices are fixed and not subject to revision.

They apply to material delivered to destination, carriage paid, customs cleared, including all taxes, duties and other charges of any kind. Only the VAT or any other tax replacing it, in force at the time of acceptance, remains payable by the Buyer.

10. - INVOICES

The Seller's invoices must bear the number and total amount of the purchase order and will be sent to the Buyer's registered office or to fournisseur@lamesch-prezero.lu. **Failure by the Seller to comply with these requirements will automatically result in invoices being returned.** In this case, the effective date of the payment period will be the date on which the aforementioned documents, duly completed, come into the Buyer's possession.

11. - PAYMENTS - DISCOUNT

Unless otherwise expressly stipulated in the order, payments will be made **60 days** from the end of the month of the date of receipt of the invoice, **but in any case after acceptance of all supplies and/or services and after approval of the invoice.**

If the invoice is paid within 15 days of receipt, the Buyer will automatically apply a discount of 2% from the total amount of the invoice.

The Seller's claims against the Buyer are non-transferable and its invoices cannot be endorsed.

Under **no** circumstances will the Buyer accept or pay using **cash arrangements**.

In addition, the Buyer may offset its debts against its own claims against the Seller.

12. - GUARANTEE

The equipment and work are guaranteed for one year from the date of their acceptance (unless otherwise stipulated in the order or, failing that, in the offer) against any defect in material, design, or construction, failure to meet operating or performance characteristics, or any other defect or failure. During this period, the Seller undertakes to promptly replace, at no cost to the Buyer, any defective equipment or installation, which will be subject to a new guarantee period identical to that originally agreed.

The Seller shall immediately compensate the Buyer for all costs and expenses incurred in connection with the aforementioned breakdowns, disruptions, defects, and/or failures.

In the event of refusal to repair or replace, unsatisfactory or ineffective repair or replacement, or in the event of persistent disruption or non-performance, the Buyer reserves the right, until the guarantee period has expired, to refuse the supply and work and to terminate the order in whole or in part.

This decision automatically gives rise to reimbursement by the Seller of all sums paid for the order or parts of the order terminated and to full compensation for losses that such termination causes for the Buyer. In the event of two consecutive breakdowns of the same nature and the same equipment, the Seller must replace it with another type fulfilling at least equivalent functions demonstrated to be in accordance with the purchase order.

13. - LIABILITY-INSURANCE

As a qualified specialist (a consideration which determined its selection), the Seller alone assumes full responsibility for the faithful performance of the order.

It guarantees the Buyer and holds it harmless from all consequences, including loss of profit, financial costs, etc., from breach on its part, and lack of care, foresight, or diligence due to or arising from the performance of the order.

It is the Seller's responsibility to take all precautionary measures in the interest of the safety of its personnel, that of the Buyer, and its customer and all other third parties, and/or for the protection of their property. The Seller must comply with all Work Safety requirements and take out appropriate insurance cover, with waiver of recourse against the Buyer and its customer.

14. - FORCE MAJEURE

Force majeure may be invoked by the Seller if it occurs during the contractual period and is reported as such to the Buyer by fax or registered letter, detailed and justified, within three working days of its occurrence.

The following cannot be considered cases of force majeure:

- any interruption due to rainy seasons or any circumstances of bad weather recognized as being normal for the location and the season,
- strikes in the Seller's and/or its subcontractors' factories,
- lock-out.

15. - ADVERTISING BAN

It is forbidden to mention, for advertising purposes, by means of printing or reproduction, the commercial relations existing between the Buyer and the Seller, except with the written agreement of the Buyer.

16. - GRATUITIES

The Seller expressly undertakes not to offer any gratuity, however small, to the Buyer's personnel, even through a third party. Any breach of this obligation entitles the Buyer to terminate the contract immediately and to demand payment of compensation in line with if the Seller had not delivered the goods.

17. - PROCESSING OF PERSONAL DATA

The information and personal data provided by the Buyer or the Seller will be used in strict compliance with Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to processing of personal data. The information collected is to enable the performance of pre-contractual or contractual measures. Each party will have a right of access to data concerning them, as well as a right of rectification with regard to this data. LAMESCH's general policy on the protection of personal data is available at www.lamesch-prezero.lu.

18. - ETHICS AND CODE OF CONDUCT

LAMESCH has a code of conduct for business partners, available at <https://lamesch-prezero.lu/fr/ethique>. The Seller undertakes to respect this code of conduct. If you wish to report any potential compliance violations, you can contact our Compliance Officer at Compliance@lamesch-prezero.lu or via our online reporting system available on this page of the website.

19. - QUALITY

The Seller undertakes to comply with Lamesch's Quality, Safety and Environment policy, the procedures and instructions communicated, and those on the Lamesch website.

Lamesch is entitled to inspect and control all work, products, and/or services at the place of manufacture (subject to prior written notification), or at the place of destination/performance. The Seller will cooperate fully in any controls and inspections, and will provide the information and documents required.

20. - SECURITY

The Seller has made themselves, or will make themselves, aware (i) of the place of delivery with a view to safe performance of the delivery; (ii) of the regulations and instructions to be respected within the company or buildings in terms of safety which are applicable to the place of delivery such as, for example, but not limited to, the health and safety plan, the site regulations, etc.

When the Seller is present in the buildings, it undertakes to comply with the regulations relating to operation, safety, and other guidelines applicable in these buildings. The Seller shall ensure, where applicable, that its subcontractors comply with this article.

The Seller shall establish a prevention plan including an analysis of the risks specific to the work for which it is responsible, which shall be submitted to Lamesch and signed by the parties before the start of the work. If necessary, the Seller will apply for the required work permits.

The Seller is responsible for, and ensures that its subcontractors and agents comply with, all obligations relating to welfare and safety that must be complied with in accordance with workplace legislation, namely (i) risks to the welfare of workers at the workplace; (ii) protection and prevention measures and activities in the workplace; (iii) first aid at the workplace; (iv) fire-fighting and the evacuation of persons at the workplace.

Lamesch takes safety seriously. If one or more of the Seller's employees are involved in an accident at work in the performance of a service for Lamesch, Lamesch must be informed immediately (i.e., on the day of the accident). The Seller will ensure that the accident is immediately analyzed by its competent services and that the declaration(s) required by law are made.

In the absence of express instructions to the contrary, the work/services are carried out during the working hours communicated by Lamesch; travel and waiting hours are deemed to be included in the price and may not therefore be invoiced in addition.

21. - ENVIRONMENT

The Seller, in performing the order, must comply with the environmental regulations and legal provisions in force in Luxembourg.

The Seller, in performing the order, undertakes to comply with the sustainability criteria for sustainable development in accordance with Lamesch's applicable environmental policy.

The Seller, together with its own suppliers and subcontractors, must ensure that it meets all the requirements of the REACH Regulation EC No. 1907/2006 on chemicals and their safe use and which concerns the registration, evaluation, authorization, and restrictions of chemical substances. Upon request, the Seller will provide the Buyer with written evidence attesting to its compliance with REACH regulations.

For any delivery of dangerous products, the safety data sheet must be provided in accordance with national regulations. All documents and certificates must be delivered at the same time as the order and form an integral part of the order.

The Seller must actively contribute to reducing the consumption of resources (e.g., energy) by offering the most economical products, services, and solutions possible.

22. - DISPUTES - COMPETENT JURISDICTION - APPLICABLE LAW

In the event of a dispute, any disagreement which may arise from the interpretation of the terms and conditions of the order or its performance and which cannot be settled amicably, will be subject to the exclusive jurisdiction of the Courts of the Buyer's registered office.