

# GENERAL CONDITIONS OF SERVICE PROCUREMENT

## 1. DEFINITIONS

**"Buyer"** or **'Forgital'** shall mean FORGITAL FMDL S.A.S. having its legal address in 48 Bd d'Auvergne, 42500 Le Chambon-Feugerolles - France, registration number 2550A, tax code number and TVA Number FR37584504419.

**"Claim"** shall mean any claim, liability, loss, damages, obligation, costs, royalty, fees, penalties, whether arising by law, by the Purchase Order or otherwise.

**"Contractor/Supplier"** shall mean the party identified as "Contractor/Supplier" on the face of the Purchase Order.

**"Duration/Period"** means the time agreed between the Parties to complete the performance of the services by the Contractor.

**"Effective Date"** shall be the issuing date of the Purchase Order.

**"GCSP"** means this document intended as General Conditions of Service Procurement

**"Party/Parties"**: 'Party' shall mean, respectively and singularly, the Contractor or the Buyer; 'Parties' shall mean, collectively, the Contractor and the Buyer

**"Purchase Price"** shall mean the amount payable to Contractor by Buyer as determined in accordance with the Purchase Order.

**"Purchase Order"** shall mean these general Conditions of Service Procurement, the Purchase Order, any special terms and conditions, and all attachments, exhibits and documents expressly listed in the Purchase Order or referenced in such listed documents.

**"Service/s"** shall mean all the activities and services of any nature including maintenance, repair and overhaul services of the Client's plants, machineries etc., to be performed by the Contractor under the Purchase Order.

**"Subcontractor"** shall mean any person and/or firm engaged by Contractor for the performance of Supplier's work under the Purchase Order.

## 2. COMPLETE AGREEMENT AND EXCLUSION OF SUPPLIER'S GENERAL CONDITIONS

2.1 Unless otherwise agreed in writing, the Purchase Order constitutes the entire agreement with respect to the Services.

2.2 Contractor shall perform Services in accordance, and compliance, with these GCSP, and the requirement of all other attachments which form the Purchase Order.

2.3 Supplier hereby declares that it has been given the opportunity to ascertain the nature and extent of the risk relating to the performance of its obligations under the Purchase Order and shall be deemed to have included all contingencies on the Purchase Order Price and Period as it requires in respect of such matters and shall be deemed to have gathered all information necessary for it to perform its obligations under the Purchase Order

2.4 In no case any General Conditions of Supplier in any manner inserted, mentioned, quoted in the Supplier's correspondence and forms shall be considered applicable to the Purchase Order and the Contractor hereby expressly accepts that any present and/or future Service in favor of FORGITAL is governed by these General Conditions of Service Procurement.

### **3. DURATION – PENALTY FOR MATERIAL BREACHES**

3.1 The duration of the service contract will be established from time to time in each contract. However, the Buyer has the right to cancel the service contract even before the agreed expiry date, with 30 (thirty) days' notice, by certified email to the Contractor's address.

3.2 In the event that the object of the service contract is construction and plant engineering works, the delivery of the works must take place within the terms established in the relevant contract which are considered unconditionally accepted by the Supplier.

3.3 As contractual penalty for the late completion of the works, compared with the deadline set by the contract, the Contractor will have to pay a sum equal to 2% of the contract value for each week of delay, unless the relevant contract establishes a different amount and without prejudice to any major damages that FORGITAL could suffer.

3.4 If FORGITAL highlights non-compliant activities carried out by the Contractor will order the latter to immediately comply with the provisions envisaged, with FORGITAL's right to suspend the activity in case of serious violations, charging the Contractor a penalty, for each week lost due to the suspension, equal to 10,000.00 euros (ten thousand/00 euros) and this also in the event that the works were suspended following measures by third-party inspection authorities specifically established States Authorities for such controls and inspections and without prejudice to any further damages.

### **4. EXECUTION OF THE SERVICE AND SUSPENSION**

4.1 The Services covered by the contract must be performed in compliance with the organizational autonomy of the Contractor and the activities will be carried out by technically suitable personnel and carried out in a workmanlike manner and in compliance with the clauses contained in this document and in the services contract.

4.2 The Buyer reserves the right to inspect and control the progress of the services, also with regard to compliance with the clauses contained in this document.

4.3 In the case of construction and plant works, the Client will carry out the final inspection of the works carried out within 8 (eight) working days from the Contractor's communication of completion of the works. The outcome of the commissioning must be recorded; the Client will communicate in writing to the Contractor the list of any defects or shortcomings to be eliminated within a short pre- established period.

4.4 The Contractor is required to observe any suspensions and subsequent resumptions of the works which may be ordered in writing by the Client due to its own needs, including those of a technical or production nature, without prejudice to the right to obtain a suitable extension of the deadline for completing the works.

4.5 The Contractor, however, cannot proceed with suspensions without the consent of the Client.

4.6 Variations can be arranged exclusively by the Client.

### **5. PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING OF THE CONTRACT**

5.1 The Contractor is prohibited from subcontracting or transferring the service contract in whole or in part to other companies and in any case from transferring the execution of the works or services entrusted with the contract itself to others.

### **6. ORGANISATION AND MEANS O THE CONTRACTOR**

6.1 The Contractor declares to have the means and organization necessary to carry out the operations covered by the service contract, therefore assuming management at its own risk.

6.2 The Contractor is prohibited from making use of the Client's equipment, tools and means. Any need for use must be reported in advance to the Client who will evaluate whether to intervene with its own personnel and/or its own means.

6.3 The Contractor undertakes to operate without altering in any way the characteristics and levels of safety and protection of the workplace, as well as the Client's systems, machines and equipment.

6.4 In the event that the activity is carried out inside the Client's company premises, it will still be up to the Contractor to independently organize and manage the area of competence expressly reserved for him by the Client inside company's places.

6.5 The Contractor's personnel will not be able to access any other area other than that expressly reserved for the execution of the services covered by the contract.

6.6 Without prejudice to the obligation to display the identification badge during the activities, the Contractor's personnel must be identifiable, if necessary, also through the use of clothing specifically bearing a label with the Contractor's name.

## **7. STAFF DISCIPLINE. CONTRACTOR'S OBLIGATIONS**

7.1 The Contractor undertakes, in carrying out the service, to use exclusively its own personnel (regularly hired or used with a regular supply contract) who must be qualified and suitable personnel for the work to be carried out.

7.2 The Contractor undertakes to ensure that its staff receive a salary no lower than that established by the collective contractual rules, as well as to scrupulously observe all obligations and charges relating to social security and assistance, social insurance (including that against accidents) arising from the provisions of the

laws and regulations in force. For the above purposes, the Contractor, during the contractual relationship and in any case before any payment, is required to produce to the Client the documentation that will be requested. It is also understood that the right provided for herein may be exercised by the Client even after the conclusion of this contract and for at least two years from the conclusion itself.

7.3 The Client reserves the unquestionable right to order the removal from the production unit of Contractor personnel who are not in compliance in terms of remuneration, social security, insurance and tax treatments.

7.4 In light of the above, it is understood that the administration of employees both in direct relations and in relations with the public bodies responsible for the application of the legal provisions concerning the administration of workers, and in relations with the employers' trade unions of work and employees is the exclusive responsibility of the Contractor.

7.5 The Contractor is required to provide its staff with a specific identification card accompanied by a photograph. The card must contain the employee's personal details, the date of hiring, as well as the data of the employing company and must be displayed by each worker in such a way as to be visible. The Contractor undertakes to enforce this obligation also for any self-employed workers, for whom the card must also indicate the name of their Principals, as well as for the employees of any subcontractors for whom the card must also specify the authorization to subcontract; it is also up to the Contractor to verify that both its own employees and self-employed workers and the employees of subcontractors display this badge.

In the case of the use of non-EU employees, the Contractor will provide the Client with a copy of the Residence Permit.

## **8. SAFETY**

8.1 The Contractor declares one's technical-professional suitability in relation to the services entrusted with the contract, as resulting from the certificate of registration with the competent Chamber of Commerce as well as a self-certification certifying said suitability, both delivered to the Client prior to the signing of this contract and therefore attached to it. The Contractor undertakes to communicate to the Client any possible change to this status.

8.2 Client and Contractor undertake to cooperate in the implementation of prevention and protection measures from workplace risks affecting the work activity covered by the contract. The Client and Contractor also undertake to coordinate their protection and prevention interventions from the risks to which workers are exposed, in collaboration and to draw up the necessary documentation in order to comply with the relevant legal provisions.

8.3 The Contractor undertakes to operate without altering in any way the characteristics and levels of safety and protection of the workplace.

8.4 The Contractor will indemnify the Client for all damages for which its employees are not compensated by specifically established States Authorities for such compensation.

8.5 Finally, the Contractor will be required to give immediate written notice to the Client of any accident suffered by its personnel, specifying the circumstances and causes, and to subsequently keep them informed about the conditions of the injured and the related consequent investigations.

## **9. INSURANCE**

9.1 Before starting any activity, the Contractor must stipulate and maintain at its own expense, in addition to all insurance required by law, including that for all its employees engaged in the services covered by the contract, an insurance policy " All Risks" with adequate limits, contracted with a primary insurance company, to cover all damages to people or things for which the Contractor himself and/or his employees and/or people acting on his behalf may be responsible, caused to the Client and/or its employees and/or third parties during the activities covered by this contract. A copy of the same must be delivered to the Client before the start of the activities covered by the contract.

## **10. PROHIBITION ON TRANSFER OF THE CREDIT**

10.1 The Contractor is expressly prohibited from assigning the credit deriving from the contract.

## **11. PRIVACY**

11.1 In the execution of the contract the parties are mutually informed that personal data relating to the Client and the Contractor and to the employees and collaborators of both will be processed. The data will be processed using paper and IT methods by the personnel appointed by the Contractor and Client for the sole and exclusive purposes of executing this contract and for all related and consequent legal obligations. The processing will be carried out in full compliance with safety regulations and observing all the rights recognized to the interested party by current laws.

11.2 The Contractor, as Data Controller of the data relating to its employees, undertakes to comply with the obligations established by EU Regulation 2016/679 regarding the protection of personal data. In this sense, the Contractor undertakes to inform its employees (art.13 of the Regulation) that their data may be communicated to third party clients with whom the Contractor itself establishes contractual relationships, in particular for purposes of verification of the correct execution of the contractual commitments themselves as well as for the purposes of security and protection of the third party's corporate assets, also obtaining, where necessary, specific written consent to the processing of data from the employees thus informed.

11.3 The Client will retain the data relating to the Contractor's employees for the entire duration of the contract and up to 2 (two) years following its termination, without prejudice to a longer duration for any use of the data following disputes and/or for purposes judicial.

## 12. CONFIDENTIALITY

12.1 The Contractor undertakes, for itself and its employees, to maintain maximum confidentiality regarding the technical-commercial information, processed or available by the Client, of which it has knowledge or comes into contact in the performance of its service within of the Client's company. The Contractor therefore undertakes not to disclose and transfer data known in the context of the service offered to third parties.

12.2 The Contractor is also expressly prohibited from photographing any element, detail, including parts and components of the systems inside the Client's buildings, without the prior written consent of the Client.

12.3 In addition, the Contractor undertakes to adopt all precautions and security measures necessary to

protect confidential information, data and knowledge and to ensure that their confidentiality is not compromised in any way.

## 13. EXPRESS TERMINATION CLAUSE

13.1 Regardless of the right to assert other breaches whose seriousness justifies the termination of the contract, the parties may also terminate the contract itself with immediate effect, upon the occurrence of one of the following cases:

- cessation of activities of one of the parties;
- failure to comply with the obligations and burdens established by safety regulations;
- subcontracting and assignment of the contract, without prior written authorization from the Client;
- employee remuneration irregularities (including any violation regarding the obligation to proceed with the regular provision of severance pay accrued by the Contractor's personnel during the contract execution period), contribution and/or insurance irregularities and/or failure to produce the certifying documents the correctness of remuneration, contributions and insurance of the Contractor's employees;
- execution not in a workmanlike manner, which constitutes a serious breach;
- failure to stipulate the insurance requested by the Client.

13.2 The resolution is exercised by communication to be made in writing by email with return receipt, to the Contractor's address.

## 14. TRADE CONTROL AND EXPORT COMPLIANCE. SUPPLIER'S UNDERTAKINGS

14.1 The Supplier undertakes and declares that for the entire duration of the commercial relationship with the Buyer, the Supplier, nor, to its knowledge, any of its directors, officers or employees are currently or will be the subject of any sanctions administered by the European Union or by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or any other relevant authority or any similar sanctions imposed by any member state of the European Union (collectively, "**Economic Sanctions**") nor they are or will be acting on behalf, or for benefit, of any individual or entity listed in any Economic Sanctions related list of designated persons ("**Designated Persons**") (including, if Designated Persons, any of its subsidiaries, joint ventures, joint venture partners or other individual or entity) or in any manner whatsoever to circumvent the sanctions established against the targeted entities by the OFAC or the European Union. The Supplier undertakes to immediately inform the Buyer of any intervening circumstance that may affect the above representations and warranties and/or have relevance under the Economic

Sanctions and about any problems in applying paragraphs (i), (ii), (iii) or (iv) above, including any relevant activities by third parties that could frustrate the purpose of paragraphs (i) and (ii) above;

## **15. ADHERENCE TO THE CODE OF ETHICS AND THE SUPPLIERS' CODE OF CONDUCT**

15.1 FORGITAL FMDL S.A.S. has implemented a system of internal controls and precautionary measures aimed at preventing, throughout the execution of its corporate activities, the commission of crimes such as, by way of example and not limitation, those related to corruption, modern slavery, violation of health and safety at the workplace, violation of the laws on environmental prevention and protection.

15.2 FORGITAL FMDL S.A.S. has also adopted a Code of Ethics ensuring the compliance of all corporate activities with the best crime prevention Standards.

15.3 The Counterpart declares to be well aware of, to accept, and to undertake to strictly comply with the principles of the Code of Ethics and of the Supplier Code of Conduct of FORGITAL GROUP, published on Company's website [www.forgital.com](http://www.forgital.com).

## **16. APPLICABLE LAW AND EXCLUSIVE COURT**

16.1 This Contract shall be governed and construed in accordance with the French Law.

16.2 All disputes arising out of or relating to this Contract shall be exclusively submitted to and settled by the Court of Paris, France.

Le Chambon Feugerolles, France, 1<sup>st</sup> October 2025

THE BUYER



THE SUPPLIER