GENERAL SUBCONTRACTING CONDITIONS

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Version tracking

Version	Date	Revision / Reason
1.0	01.11.2025	Creation
2.0	15.10.2026	Dürr CTS becomes Envanio Paragraph 33 deleted – Appendice 1 added

Envanio France SAS
101 Rue de Pelvoux
FR - 91080 EVRY-COURCOURONNES
Tél 01 69 89 47 93

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1 CONCLUSION OF THE ORDER

The Subcontractor shall be obliged to accept the order of Envanio if it is strictly in accordance with the offer made by the Subcontractor and is issued within the time limit specified in the offer.

Any change to the order by the Subcontractor shall require the prior written consent of Envanio.

The order shall be definitively concluded upon return of the acknowledgement of receipt, without reservation or modification, at the latest 72 working hours after receipt of the order.

However, the mere fact of delivery or the start of invoicing or performing the service shall constitute acceptance of the order and in particular of these General Conditions by the Subcontractor.

2 PRICE

The prices are firm, non-revisable and fixed lump sum for all supplies and services as described in the order.

The VAT applied shall be that applicable according to the territoriality of the transaction.

In addition, Envanio shall be entitled to set off all or part of the mutual debts and claims between the subcontractor and Envanio by agreement, including debts and claims that are not related or relate to separate contracts.

3 INVOICING

Unless expressly agreed otherwise, each invoice shall relate to only one of Envanio' orders, even in the case of combined shipments. Each request for down payment shall be invoiced separately by the Subcontractor. The invoices must strictly correspond to the payment terms specified in the order. In the event of discrepancies or grouping, these will be returned to the Subcontractor.

Invoices must be sent, for each order, by email to the address mentioned in the order header, for the attention of the Purchaser's Accounting Department. They shall bear the order references, the date of dispatch or delivery, the place of delivery, the number and date of the delivery or dispatch note and the customs code.

They shall indicate the amount before tax, the amount of VAT if the order was placed in France and the net amount to be paid. The exact details of the Subcontractor's bank, its IBAN and SWIFT numbers for proper transfer shall also be indicated.

Invoices not bearing the above details shall be returned for amendment without the Subcontractor being entitled to claim interest for late payment.

The Subcontractor may only issue an invoice or a request for advance payment to Envanio when the corresponding obligations have been fulfilled in full. Otherwise, Envanio re serves the right to withhold payments. In the case of factoring or assignment of claims, the Subcontractor shall inform the factoring company or the bank of this possibility of withholding payments.

4 PAYMENT CONDITIONS

Unless otherwise agreed, payments shall be made within 45 days of the end of the month. The payment terms are specified in the order.

The Subcontractor undertakes to provide:

- an advance payment bond for the amount paid
- a performance bond (in accordance with Article 26 hereof) in exchange for the release of the last payment term relating to Final Acceptance.

The payments defined in the order are conditional on the execution of the contractual services and the delivery of the documents mentioned in article 11.

5 MAIN CONTRACT

The Subcontractor acknowledges that he is aware of all the provisions of the main contract concerning him, hereinafter referred to as the “Main Contract”, and its appendices including the specifications between Envanio and its Customer (hereinafter referred to as “the Customer”), excluding the provisions relating to price and any other financial provisions.

Unless otherwise agreed, the Subcontractor shall perform and complete the subcontracted work in such a way that no omission or action on its part shall cause or contribute to any breach by Envanio of its obligations under the Main Contract.

The Subcontractor shall assume and perform, in accordance herewith, all obligations and liabilities of Envanio under the Main Contract and its annexes, in respect of the subcontracted work.

The Subcontractor hereby acknowledges that any breach of the Subcontract for which he may be responsible may result in a breach of the Main Contract and its appendices, and other contracts entered into by Envanio, and the obligation of Envanio to pay compensation, penalties, damages.

The Subcontractor shall indemnify and guarantee Envanio against any action, claim, demand for compensation by the Customer or the Project Owner or any third party, the basis of which is directly or indirectly related to the Subcontractor's failure or improper performance.

6 SUBCONTRACTING

The Subcontractor shall not assign one or more parts of the services or transfer them to a company without the prior written consent of Envanio.

If requested by Envanio, the Contractor shall provide a list of its suppliers and his own subcontractors as well as the origin of the materials.

In accordance with Article 3 of Law No. 75.1334 of 31 December 1975, the Subcontractor who intends to use one or more subcontractors within the framework of the order must have each subcontractor accepted by Envanio and have the terms of payment for each subcontractor agreed to by Envanio (see Appendix 1).

In addition to the application for authorization of subcontracting, the Subcontractor shall submit to Envanio a declaration stating in particular:

- the nature of the services to be subcontracted;
- the percentage of the subcontracted part;
- the name, business name and address of the proposed Subcontractor;
- their professional qualifications;
- the payment terms provided for in the draft subcontract and the amount envisaged.

The Subcontractor who subcontracts any part of the order shall remain fully responsible for it.

No subcontractor of the Subcontractor shall be paid directly by Envanio. The Subcontractor shall provide each of its subcontractors with a joint and several bank guarantee, in accordance with the provisions of the Subcontracting Act 1975, for an amount equal to the total amount due to each of them.

Where the order requires the Subcontractor to use a supplier or subcontractor for certain components or services, the Subcontractor shall, however, remain responsible for the entire performance of the order.

The Sub-Contractor shall inform its suppliers and subcontractors of any provisions of the order that apply to their obligations.

7 MONITORING – CONTROL – QUALITY

Representatives of Envanio, of the Project Owner/Customer or of any body appointed by Envanio shall have free access during normal business hours to the Contractor's premises and to those of his suppliers and subcontractors in order to monitor the progress and performance of the order. The Subcontractor shall remedy any defects found during such visits as soon as possible.

Progress and performance checks during the course of manufacture shall be for the information of Envanio and shall not give rise to any liability on the part of Envanio or the Subcontractor.

The Subcontractor shall inform Envanio of any change in the composition of the material or installation or in the technical conditions of its execution. Such changes may only be made with the prior written consent of Envanio.

The goods, services, materials, subject of the order shall in particular comply with the laws, regulations and standards in force on the day of Acceptance, as defined in Article 22 hereof, and shall comply with the specifications of the order.
The Subcontractor undertakes to regularly inform Envanio of the evolution of its technology, and in particular during the execution of the present order.

8 MARKING – SHIPMENT

The material is marked by the Subcontractor according to instructions which are communicated to him as soon as they are known, and this at least 2 weeks before the planned delivery date:

- on the packaging ;
- on each piece of equipment with a visual mark consistent with the manufacturing nomenclature.

The packages must bear a dispatch note stating the Envanio order number and the precise reference and description of the items delivered.

Each consignment note must relate to one order only, even in the case of grouped shipments.

In the case of shipments of heavy or bulky materials, the Subcontractor shall ensure that Envanio is in a condition to receive the material.

The Subcontractor is responsible for handling, storage and transport. Prior to delivery, the Subcontractor shall check the conformity of the supplies with the contractual provisions and carry out the statutory checks and inspections.

The packaging and labelling must provide effective protection, both for handling and for storage until the final destination, and must comply in particular with the laws, regulations and standards in force.

Any damage caused by defective or inadequate packaging shall be borne exclusively by the Subcontractor.

If the material is sold "ex works" and if the transport is handled by the Subcontractor on behalf of Envanio, it must be sent to the destination point at the most advantageous rates, unless otherwise requested by Envanio after the order has been placed, even if this means that the shipment must be made “carriage paid” by the Subcontractor. In the event of non-compliance with this rule, the Subcontractor shall bear the excess costs thus incurred.

The reference Incoterm is specified on the order (Incoterms 2020 codified by the International Chamber of Commerce).

9 TRANSPORTATION AND PACKAGING

Prices, delivery date and delivery address are indicated on the order. However, the delivery address and delivery date may be specified later by Envanio.

In no case shall the material be shipped in advance without the prior written consent of Envanio. No delivery to the site can be made without prior confirmation of the actual date by Envanio. In addition, the material or packaging shall be suitable for unloading and transport by normal construction equipment (maximum 3 tons), and the trucks shall be designed for easy side unloading (unless otherwise specified or agreed).

The Subcontractor undertakes to notify Envanio immediately by e-mail of any delay.

Materials and parts requiring special precautions for storage and handling (lifting, temperature conditions, humidity) shall be identified by a suitable means.

The Subcontractor shall be responsible for the handling, storage and transport according to the Incoterm agreed in the order.

The Subcontractor must, prior to delivery, check the conformity of the supplies with the contractual stipulations.

The packaging and labelling must provide effective protection, both for handling and for storage until the final destination, and must comply with the laws, regulations and standards in force.

The Subcontractor may be held liable if, during transport and storage operations, the deterioration of the material ordered is caused by packaging, protection and cushioning that are not appropriate and insufficient for the nature of the goods, the mode of transport and the storage conditions, it being understood that if special conditions are necessary, the Subcontractor must specify them.

10 DISPATCH NOTE

All shipments must be accompanied by a delivery note in duplicate, including:

- the Envanio order number;
- the date of shipment;
- detailed description of the material;
- the customs code.

One copy travels with the equipment, visibly affixed to the outside of the package, carefully protected.

One copy is sent to the Envanio Purchasing Department by email or by post.

Note: No prices should be shown on these delivery note.

No payment can be made without presentation of the dispatch note.

11 DOCUMENTS TO BE PROVIDED BY THE SUBCONTRACTOR

They are specific to the equipment and/or service provided. In addition to the obligations laid down in the articles of these general conditions or any other contractual document, the Subcontractor is bound by all the following obligations:

Documents in respect of European Community Law

The Subcontractor shall in particular provide the declarations and/or certificates of EC conformity where a European regulation or directive is applicable, in particular the Machinery Directive 2006/42/EC. The Subcontractor shall provide the instruction manuals as referred to in the aforementioned European directives or regulations applicable.

Documents in respect of the law of the country of the installation site

The Subcontractor shall provide all documents required under the law of the country where the installation is located.

Calibration documents

In the case of the supply of measuring equipment (manometer, thermometer, flow meter, recorder, etc.), the Subcontractor shall provide the calibration certificate together with its monitoring schedule.

Design documents, trials and operating / installation documents

The Subcontractor shall provide the documents listed in the order.

The documents shall be certified and sent by the Subcontractor to the attention of the person designated by Envanio, together with a transmittal slip listing all documents with their numbers. They shall be examined and approved by Envanio. The examination of these documents and the endorsement " Envanio " shall in no way relieve the Subcontractor of any liability, even in part.

The provision of these documents is an integral part of the Subcontractor's obligations in the performance of his contractual duties.

Any delay in the provision of the documents shall delay the payment of the term(s) for delivery of the material. Any costs incurred because of a delay in the supply of the documents shall be borne in full by the Subcontractor.

Until the documentation is received in full for the relevant milestone, the milestone cannot be considered as validated and the payment for that milestone cannot be made.

In general, the Subcontractor undertakes to provide Envanio with all necessary technical documents (plans, operating manuals, drawings, operating instructions). Unless otherwise

agreed, all documents shall be written in French and accompanied by the original in case of translation.

12 ASSEMBLY AND/OR COMMISSIONING

12.1 ASSEMBLY

The Subcontractor shall comply with the terms of the order in respect of its services on site and with the specific documents (site/trials) provided by Envanio during the course of the contract.

Assembly by Envanio

If assembly is carried out by Envanio, unless otherwise agreed, the equipment consisting of an assembly of several parts shall be delivered fully assembled by the Subcontractor so that the services of Envanio are limited to the installation of this assembly on the plant.

Assembly by the Subcontractor

The Subcontractor shall provide Envanio with the order acknowledgement with the detailed procedure(s) for the execution of the work (manpower and materials) and with his risk analysis. He shall be responsible for the choice of means and methods of execution of the work in order to guarantee in particular the integrity and perfect working order of the equipment and the contractual dates.

If the assembly is carried out by the Subcontractor, he shall comply with the specific instructions of Envanio mentioned in the Specifications or transmitted directly on site by Envanio personnel as well as with the schedule defined in the Order Specifications.

12.2 COMMISSIONING

Commissioning by Envanio

Instructions for start-up documents shall be provided by the Subcontractor in accordance with the requirements specified in the order.

If damage to the equipment occurs and it is found that this is due to the lack of commissioning instructions and/or that the necessary information is contained in documents not supplied, the Subcontractor shall be deemed responsible.

Commissioning by the Subcontractor

If the Subcontractor performs the commissioning, it must comply with the requirements specified in the Order Specifications.

Note: The commissioning manager is available 100% of his time for his activity. The precise date of his intervention is defined in agreement with the Envanio manager on site. He must have all the materials, tools, authorizations, and documents necessary for his work.

13 SPARE PARTS

The Subcontractor undertakes to supply Envanio with spare parts for a minimum of 10 years.
These spare parts must be strictly interchangeable with the original parts. The list of spare parts must be drawn up based on the template provided by Envanio.
The detailed drawings of the special parts shall be provided to Envanio so that Envanio can have them manufactured in the event that the Subcontractor fails to supply the special parts.

During the contractual warranty period, spare parts must be in stock at the site or at the Subcontractor and must be immediately available.

The Subcontractor undertakes to send Envanio a list of wearing and consumable parts used in the installation, including catalogue parts, together with prices.

14 WARRANTY

The Subcontractor shall be liable to Envanio and, if applicable, to third parties for any failure to perform or improper performance of the contract due to a non-apparent lack of conformity and for any hidden defect (within the meaning of Article 1641 of the Civil Code). A latent defect shall be deemed to be a defect which, although materially apparent, was hidden in terms of the potential extent of its harmful consequences.

The Subcontractor guarantees in particular that the equipment delivered:

- Is in conformity with the order, with the technical specifications contained therein and therefore has the technical characteristics in terms of performance and quality, in the defined environment,
- Is in perfect working order,
- Is in conformity with its destination,
- Has been manufactured and executed according to the rules of the trade,
- Is conforms to the Customer's standards, laws, decrees, regulations and directives in force at the time of Acceptance as defined in Article 22.

The equipment (excluding wear and tear and consumable parts) shall be guaranteed for 24 months from the date of Acceptance as defined in Article 22 (unless otherwise specified in the order).
In the event that this warranty is called upon, Envanio may, without prejudice to any damages that it may claim, request from the Subcontractor either:

- the replacement,
- the repair,
- the modification,

of the defective material at the Subcontractor's expense.
If the Subcontractor does not perform the services requested by Envanio and/or within the period indicated by Envanio, Envanio shall have them performed at the Subcontractor's expense and risk

by a third party appointed by Envanio, in addition to any damages that Envanio may claim. Envanio further reserves the right to terminate the contract in accordance with Article 24 hereof.
The Subcontractor shall bear the cost of spare parts, labour and transport costs in connection with the fulfilment of its warranty obligation.
If the defect is found to be due to a repetitive manufacturing error, the Subcontractor shall replace, modify or repair at the request of Envanio all identical parts or components of the other equipment subject to the contract, even if these have not given rise to an incident.
The Subcontractor shall be obliged to carry out the work within the period specified by Envanio.
The supply or part of the supply repaired or replaced shall be guaranteed under the same conditions and shall start a new guarantee period of 24 months.

Interruption of the start-up work (stoppage of work by Envanio personnel or otherwise), caused by a lack of control at the factory before dispatch, shall be noted and notified to the Subcontractor immediately in writing. Any costs incurred shall be passed on to the subcontractor in full.

15 CONFIDENTIALITY

The Subcontractor undertakes not to disclose to third parties any information in any form and of any nature whatsoever (drawings, documents, etc.) provided by Envanio, hereinafter referred to as "Information", unless expressly authorized by Envanio.

The Subcontractor undertakes to disclose the Information only to members of his staff and/or his own Subcontractors directly concerned with the present contract and shall ensure that his staff and/or his own Subcontractors comply with this obligation of confidentiality.

The Subcontractor undertakes not to copy, reproduce in whole or in part any Information supplied by Envanio, without the express permission of the latter, except for those copies reasonably necessary for the performance of this contract.

The Subcontractor also undertakes not to use the Information for any project other than the one covered by this contract, and to protect and keep confidential the Information.

All information provided by Envanio shall remain the property of Envanio.

This confidentiality clause shall take effect from the date of placing the order and shall remain in force for a period of 10 years.

16 COMPLIANCE WITH LAWS, DECREES, STANDARDS, DIRECTIVES …

The Subcontractor warrants that the Plant and Services comply with the Employer's standards, laws, decrees, regulations and directives in force at the date of Acceptance as defined in Article 22 and relating to the performance of this Contract.

The Subcontractor guarantees in particular, without this list being exhaustive, that the equipment delivered complies with:

- the Machine Directive 2006/42/EC of the European Parliament and of the Council of Europe of 17 May 2006 relating to machines, to Decree No. 2008-1156 of 7 November 2008 relating to work equipment and personal protective equipment;
- the Directive 2014/30/EU on "electromagnetic compatibility » ;
- the Directive 2014/35/EU on electrical equipment designed for use within certain voltage limits;
- the Regulation (EU) 305/2011 on construction products;
- the Directive 2014/34/EU on equipment and protective systems intended for use in potentially explosive atmospheres, where the equipment is located in an ATEX zone, as defined by the operator under Directive 1999/92/EC;
- the Directive 2016/426 on gas appliance;
- the Directive PED 2014/68 on pressure equipment;
- the Directive 2014/29/EU on simple pressure vessels;
- any harmonized European standard, published in the OJEU (Official Journal of the European Union), conferring presumption of conformity with the essential health and safety requirements of the European regulations and directives applying to its equipment, such as
    - (NF) EN ISO 12100 Safety of machinery - General principles for design - Risk assessment and risk reduction (under Directive 2006/42/EC);
    - (NF) EN 60204-1 Safety of machinery - Electrical equipment of machines - Part 1: General requirements (under Directive 2014/35/EC);
    - (NF) EN 1090-2+A1 Construction of steel and aluminium structures - Part 2: Technical requirements for steel structures (under Regulation (EU) 305/2011);
    - NF C15-100 Installations électriques à basse tension (low voltage electrical installations) (mandatory standard in France).

It is up to the Subcontractor, as a professional, to determine whether its equipment is affected, and therefore to ensure the consequences for possible compliance.

To summarize, the Subcontractor must make one and/or other of the following declarations depending on the equipment supplied:

- declaration of conformity and corresponding CE marking;
- declaration of incorporation (Machinery Directive);
- EC type examination certificate issued by a notified body.

The Subcontractor must provide, in its instruction manuals, the required additional information concerning the safety aspect of the equipment (Article R 4321 and seq. of the Labour Code).

The supply of these documents is a condition of payment linked to the Acceptance.

17 SAFETY

The Subcontractor shall employ personnel who are fully qualified and trained for the execution of the order.

The Subcontractor's personnel shall comply with the safety regulations applicable on the site where they are required to work, including the rules relating to personal protective equipment.

In this respect, Envanio may require the immediate replacement of and prohibit access to any member of the Subcontractor's staff who does not comply with the laws, regulations, internal rules or any safety instructions given at the site of intervention.

The Subcontractor shall in all cases provide its employees and subcontractors, before and during the execution of the order, with all relevant information relating to the site and the risks and constraints relating thereto.

The Subcontractor furthermore undertakes:

- to immediately inform Envanio (via the site manager) of any accident, personal injury, accidental contamination, pollution, etc. occurring on the operation site;
- to take all appropriate measures and actions to limit the consequences arising or likely to arise from such accidents.

18 PENALTIES FOR DELAY

The penalties for delay provided for in the order shall apply automatically without prior notice of default.

Penalties shall not constitute compensation. Envanio shall remain entitled to exercise against the Subcontractor all remedies necessary to obtain compensation for the damage suffered as a result of the Subcontractor's failures, notwithstanding the payment of the said penalties.

The amount of the penalties shall be deducted from the sums owed by Envanio to the Subcontractor.

19 TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership takes place progressively according to progress of the equipment or the services.

The goods, subject of the present order, shall under no circumstances be subject to a reserve of ownership rights on behalf of the Subcontractor. Any such clause appearing on the acknowledgement of receipt of this order or any other document brought to the Purchaser's attention after this order shall be deemed unwritten.

The transfer of risk shall take place upon Acceptance as defined in Article 22.

20 RESPONSIBILITY – INSURANCE

The Subcontractor is subject to a performance obligation.
In any event, and irrespective of the nature of the obligation concerned, the Subcontractor shall not base any claim for exemption from liability on the alleged professional character of Envanio.

The Subcontractor shall be liable to Envanio and to third parties for all damages arising from the non-performance or improper performance of his contractual obligations, in particular for defects in design, conformity, function, performance, latent defects.
The Subcontractor shall be liable for all loss, damage, property damage, consequential loss, personal injury, direct or indirect, resulting from its liability.

The Subcontractor shall be obliged to take out an insurance policy with first class, reputable and solvent companies to cover the pecuniary consequences of his liability as defined above.
The Customer shall provide Envanio on first request with the insurance certificates issued by its respective insurers attesting to the insurance coverage provided for herein and the payment of the corresponding premiums.
Any insurance coverage taken out by the Subcontractor shall not relieve the Subcontractor of any contractual or legal liability. The amounts insured shall not be deemed or construed to represent limitations of liability.

21 FAILURE TO PERFORM

In the event that the Subcontractor is in default in the execution of the order or in the application of the contractual guarantee, i.e. has not performed all or part of its obligations under the contractual conditions provided for, it is expressly agreed that, within seven (7) days, (b) the Customer shall not be liable for any loss or damage arising from the use of the goods or services of the Company or any of its affiliates, or for any loss or damage arising from the use of the goods or services of the Company or any of its affiliates, or for any loss or damage arising from the use of the goods or services of the Company or any of its affiliates, or for any loss or damage arising from the use of the goods or services of the Company or any of its affiliates.

The Subcontractor shall do everything possible to enable Envanio and/or the third party to perform the part of the order still to be performed under the best possible conditions. In particular, the Sub-Contractor shall hand over the drawings, studies and all other documents already produced and necessary for the execution of the order.

In addition, the Subcontractor shall be obliged to bear all the direct and indirect consequences of its failure.

22 FINAL ACCEPTANCE

Envanio shall declare Acceptance when:

- the Subcontractor has complied with the tests and unqualified acceptance procedures defined in the order, and
- the Customer has issued an unqualified acceptance report to Envanio.

In the event that Acceptance cannot take place within the contractual period, Envanio shall be entitled to apply the penalties provided for in the order and herein and/or to correct or have corrected by the Subcontractor or any Third Party of his choice the anomalies until the required results are obtained, the Subcontractor being liable for the cost of the corrections, direct or indirect expenses and any other damages.

In the event that the results of the trials and/or acceptance procedures do not comply with the contractual provisions, the Subcontractor shall, at the request of Envanio, take all steps to remedy the situation and repeat the tests until the required results are obtained. Any direct or indirect costs associated with such retesting shall be borne by the Subcontractor.

23 ADVERTISING - NAMEPLATE

The order may not be advertised directly or indirectly by the Subcontractor without the prior written consent of Envanio.

The Subcontractor shall be obliged to affix a nameplate mentioning Envanio to its equipment.

24 TERMINATION

This Contract may be terminated by Envanio by operation of law and without further judicial formality in the event of non-performance by the Subcontractor of any of its contractual obligations. The termination shall take effect within eight (8) days from the date of sending a registered letter with acknowledgement of receipt addressed to the Subcontractor without prejudice to any damages that Envanio may claim for the loss suffered as a result of the non-performance.

This Contract may be terminated, in whole or in part, by operation of law and without further judicial formality in the event of total or partial termination of the contract between Envanio and the Project Owner.
The termination shall take effect within one (1) month from the date of receipt of a registered letter with acknowledgement of receipt sent by Envanio to the Subcontractor.
Envanio shall reimburse the Subcontractor, on presentation of the corresponding receipts, for the services performed and/or the supplies delivered and/or the necessary costs incurred on the day of termination, to the exclusion of any other compensation relating in particular to indirect or immaterial damage; loss of operation, loss of profit, …

This Contract may also be terminated in whole or in part by operation of law and without further judicial formality in the event of receivership of the Employer or in the event of any action being

taken against the Employer under the law on receivership or liquidation or any other similar law having similar purposes or effects.
The termination shall take effect within eight (8) days from the date of receipt of a registered letter with acknowledgement of receipt sent by Envanio to the Subcontractor.
Envanio shall pay to the Subcontractor, upon presentation of the supporting documents and provided that Envanio has been paid by the Employer for the services and/or supplies delivered by the Subcontractor, a sum corresponding to the services performed and/or the supplies delivered on the day of termination, to the exclusion of any other compensation relating in particular to indirect or immaterial damage, loss of operation, loss of profit ...

The present Contract may be terminated by Envanio at any time, by operation of law and without judicial formality in the following cases:

- a declaration that the Subcontractor is in default of payment or that the Subcontractor is in receivership, an action against the Subcontractor under the law relating to receivership and liquidation or any other similar law having similar objectives or effects,
- decisions of criminal or civil courts against the Subcontractor which could affect its reputation or hinder its activities,
- subcontracting without the permission of Envanio.

The termination shall take effect within three (3) days from the date of receipt of a registered letter with acknowledgement of receipt addressed to the Subcontractor, without prejudice to any damages that Envanio may claim as compensation for the loss suffered.

In all cases of termination, the Subcontractor shall vacate the premises and return the occupied areas to Envanio in an appropriately clean condition and at the latest within three (3) clear days of such termination.

If Envanio causes the work under the Contract to be completed by a third party as a result of a termination of the Contract due to the fault of the Subcontractor, the Subcontractor shall automatically and immediately be liable for the cost of the third party's intervention, without prejudice to any damages to Envanio.
This cost and any sum that may be due from Envanio to the Subcontractor shall immediately be set off against their respective proportions.
Termination of the Contract shall not relieve the Subcontractor of any of his obligations, nor shall it deprive Envanio of any of its rights

25 INDUSTRIAL AND INTELLECTUAL PROPERTY

Unless otherwise agreed in the contract, the industrial property rights which may arise in the course of the performance of the order, the results of the studies, services and/or equipment developed for Envanio by the Subcontractor shall become the exclusive property of Envanio as and when they are completed, which may use them without restriction as they are or after adaptation.

The Subcontractor shall not use for the performance of the services any product, device or process covered by industrial property rights belonging to a third party without the prior authorization of the owner of such rights. The Subcontractor shall obtain the necessary authorizations and, if necessary, provide all relevant evidence in this respect.

The Subcontractor shall guarantee Envanio against all claims of third parties based on the violation of the above provisions. The Contractor undertakes to take over any claim or complaint against Envanio, the Employer and to fully indemnify them against all costs, losses or damages suffered as a result of the existence of third-party rights in the material and goods delivered.

26 RETENTION OF PAYMENT

Pursuant to Law No. 71.584 of July 16, 1971, as amended by Law No. 72.1166 of December 23, 1972, the Subcontractor may substitute for the retention of guarantee, the amount of which is fixed at five per cent (5%) of the amount of the Services, guaranteeing the proper performance of the Services and the recovery of any sums for which the Subcontractor is found to be indebted in respect of the Services, a personal and joint and several surety of an approved financial institution. Where applicable, this personal and joint and several guarantee shall be released one year after the Acceptance of the Services.

27 UNREGISTERED EMPLOYMENT – UNFAIR SOCIAL COMPETITION

In accordance with Article D 8222-5 of the French Labour Code, the Subcontractor must submit the following to Envanio together with his full and final offer and every 6 months until the end of his performance:

- a certificate of provision of social security declarations and payment of social security contributions from the social protection body responsible for collecting contributions dated less than 6 months;
- an up-to-date extract from the trade and company register (Kbis extract);
- a statement on honour that all compulsory tax returns have been filed with the tax authorities on the date of the certificate;
- a certificate on honour of the regularity of the hiring of employees and an additional certificate in the event of the employment of foreign employees.

If the Subcontractor is a company with its registered office outside France, it must provide:

- a document stating its individual identification number allocated in application of Article 286 ter of the General Tax Code. If the Subcontractor is not required to have such a number, a document mentioning its identity and address or, where applicable, the details of its tax representative in France;
- an advertising document or professional correspondence mentioning the name and exact corporate name of the Supplier, the full address of its registered office and all references relating to its registration in a professional register;
- a document attesting to the regularity of the social situation of the co-contractor with regard to EC Regulation No. 883/2004 of 29/04/2004 or an international social security agreement and, where the country's legislation so provides, a document issued by the body managing the compulsory social security scheme and stating that the co-contractor is up to date with its social declarations and the related contributions.

These documents must be written in French or be accompanied by a French translation.

For work carried out on the premises of a customer, a Subcontractor of Envanio(assembly/commissioning) or at Envanio, the Subcontractor shall provide, in particular, the following documents for each of its employees concerned, which shall be valid until the end of the period of performance of the assignment:

- copy of identity card or passport;
- any document required by the applicable laws and regulations;
- any other document or certificate requested by the Customer.

In the event of the foreign Subcontractor posting a foreign worker to France, the Subcontractor undertakes, in accordance with Article L1262.2.1 of the French Labour Code, to send a prior posting declaration to the Labour Inspectorate of the place where the service will be provided.
The Subcontractor undertakes, prior to the posting, to send Envanio a copy of the administrative posting declaration and a copy of the document appointing the representative of the Subcontractor responsible for ensuring administrative liaison.

28 FORCE MAJEURE

If, as a result of an event of force majeure occurring after the conclusion of the order, one of the Parties is unable to fulfil any of its other obligations, the obligation affected by the event of force majeure shall be suspended for the duration of the event of force majeure.

Any event occurring after the order has been sent and all circumstances beyond the control of either Party, including, but not limited to, war, natural disasters, serious accidents (fires, explosions), pandemics, strikes, arbitrary governmental acts, etc., shall be considered as force majeure.

The affected Party shall inform the other Party by e-mail confirmed by registered letter with acknowledgement of receipt, of the occurrence and nature of such an event, and shall take all measures in its power to ensure the normal resumption of the performance of its obligations as soon as possible. The notification shall comply with the following conditions:

- it must reach the other Party within a period of less than 5 clear days from the date of occurrence of the case of force majeure;
- it shall identify and justify the case of force majeure and its date of occurrence;
- it shall indicate the obligation(s) whose performance is prevented by the case of force majeure and shall justify its prevention.

Each Party shall take provisional measures to reduce the consequences of the Force Majeure to the best of its ability. These measures may not lead to or prefigure a change in the technical solution, the quality or any of the expected performances of the Service.

Force majeure shall result in the suspension of the prevented obligations of the notifying Party and the corresponding obligations of the notified Party.

The suspension is acquired for the duration of the case of force majeure, without however the duration of the suspension exceeding one month from the date of occurrence of the case of force majeure. The duration of the Contract is extended by the duration of the force majeure.

After receiving the notification, the Parties shall meet as soon as possible and determine the measures to be implemented without delay, the modifications to be made to the Contract in order to ensure the resumption of its effects without any imbalance between the Parties: they may also decide to jointly pronounce the termination of the Contract.

If no agreement is reached on measures in accordance with the previous paragraph or if the Contract is terminated jointly before the expiry date of the aforementioned suspension period, the earliest Party may notify the other Party by registered letter with acknowledgement of receipt of the termination of the Contract, with the termination taking effect as of the date of dispatch of this letter.

29 SETTLEMENT OF DISPUTE – APPLICABLE LAW

French law is applicable.

Any dispute arising between the parties and relating to the conclusion, execution, validity or interpretation of the present contract, and which cannot be settled amicably, shall be brought before the Commercial Court of Paris to which exclusive jurisdiction is attributed.

30 TRAINING (based on order conditions)

If this equipment is subject to a training program, the Subcontractor shall comply with the guidelines requested by Envanio.

The training is usually divided into 3 separate parts and is intended for maintenance and operating personnel:

- "GENERAL", where only Envanio is involved (general presentation of all equipment);
- "PILOT", where Envanio and the electrical subcontractor are concerned (operation of the installation = start-up, shut-down, modification of the instructions, re-cycling, etc.);
- "MAINTENANCE", where all Subcontractors are involved depending on the complexity of the equipment (operation of the installation, troubleshooting, maintenance, monitoring plan).

Written course material and a test of knowledge document must be prepared in the requested language.

The place of training and the language are mentioned in the order, with an interpreter being available if necessary for foreign countries.

The number of training sessions, depending on the number of participants, is determined at a later date.

31 PROTECTION OF PERSONAL DATA

Envanio may, in the context of an order in its capacity as controller, authorize the Subcontractor to process personal data (hereinafter "Personal Data") for the sole purpose of providing the goods and/or services to Envanio.

The Subcontractor shall provide sufficient guarantees that appropriate technical and organizational measures have been implemented so that the processing meets the requirements of the applicable laws and regulations and guarantees the protection of the data subject's rights. It undertakes not to subcontract all or part of the execution of the processing of Personal Data without the prior written consent of Envanio, it being understood that the lower-ranking Subcontractor will be subject to the same obligations as the Subcontractor with regard to the protection of Personal Data. The Subcontractor shall remain fully responsible to Envanio for the performance of its obligations and those of its own Subcontractors.

The Subcontractor must implement:

- appropriate technical and organizational measures to ensure a level of security and confidentiality of Personal Data appropriate to the risk presented by the processing, including in particular the encryption of Personal Data;
- means to ensure the confidentiality and restore the availability of and access to Personal Data within appropriate timeframes in the event of an incident.

In the event of a breach of Personal Data, the Subcontractor shall notify Envanio of such breach within twenty-four hours, provide all necessary information and cooperate with Envanio and the Commission Nationale de l'Informatique et des Libertés (CNIL) - France.

The Subcontractor shall process the Personal Data only in the member countries of the European Union and shall not transfer or cause to be transferred outside the European Union. The Subcontractor shall return the Personal Data without delay upon request by Envanio and at the latest upon expiration or termination of the order for any reason whatsoever and shall destroy any existing copies.

The Subcontractor shall provide Envanio with the name and contact details of its data protection officer. It declares to keep a written record of all categories of processing activities carried out on behalf of Envanio.

32 SOCIAL CORPORATE RESPONSIBILITY OF THE SUBCONTRACTOR

The Subcontractor undertakes to comply with all risk prevention, anti-fraud and anti-corruption laws of all countries and regions in which it operates, especially French laws (such as L. n°2016-1691 of 9 December 2016 and n°2017-399 of 27 March 2017), the Bribery Act and the FCPA (Foreign Corrupt Practices).

The Subcontractor undertakes, for all of its activities concerned with the goods or services supplied to the Purchaser, to comply with all of the principles described in Chapter 1 of the Global Framework Agreement of 2/7/2013 on social, societal and environmental responsibility.

Furthermore, the Subcontractor shall inform its own suppliers or subcontractors of these obligations so that, throughout the supply chain, they are included in the applicable contracts.

33 TABLE OF APPENDIX

Appendix 1 : Template of acceptance demand of a subcontractor and approval of payment conditions

Commande Client N° **Du**

**DEMANDE D'ACCEPTATION D'UN SOUS-TRAITANT
ET D'AGREMENT DES CONDITIONS DE PAIEMENT
EN APPLICATION DE L'ARTICLE 3 ALINEA 1 DE LA LOI DU 31 DECEMBRE 1975 ET DE LA LOI DU 16 JUIN 2011**

1– SOUS-TRAITANT A ACCEPTER
A – Identification de l'Entreprise sous-traitante
B – Conditions de paiement du contrat de sous-traitance : Commande N°
Paiement effectué à :
2 – ENTREPRISE PRINCIPALE (ayant un contrat avec le Maître d'Ouvrage)
A – Identification de l'Entrepreneur principal :
B – Demande d'acceptation
Nous demandons au Maître de l'Ouvrage ci-après désigné d'accepter notre sous-traitant, ci-dessus proposé, et ses conditions de paiement afin de réaliser pour notre compte, les travaux de
L'ENTREPRISE PRINCIPALE
Date : **Nom du signataire – Qualité – Cachet Commercial – Signature**
LE MAITRE D'OUVRAGE
Dénomination sociale du Maître d'ouvrage :
(l'absence de réponse du Maître d'Ouvrage dans un délai de 7 jours à compter de la demande de l'entreprise principale vaut acceptation) **« Bon pour agrément »** **Date :** **Nom du signataire – Qualité – Cachet Commercial – Signature**