

# ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

## 1. Scope and validity

- (i) These General Terms & Conditions of Purchase (“T&Cs”) shall automatically apply to any purchase orders issued by **ENGIE RCS PTE LTD** or any affiliate thereof (the “Client”) for the supply of Products and/or Services, as defined in the Purchase Order, unless (a) otherwise agreed between the Client and the Supplier under a framework agreement to which these General Terms & Conditions are attached or (b) the Client has agreed otherwise in writing.
- (ii) This T&Cs do not apply to purchase orders placed by the Client for services and/or products which are the subject of a distinct framework agreement signed between the Client and the Supplier.
- (iii) Notwithstanding the fact that the partners of the Client for a particular development project may have not signed a certain purchase order, they will be considered as beneficiaries of the Services (including any Products, advice and other deliverables).

## 2. Purchase order

- (i) The Purchase Order shall only bind the Client if it is validated by a representative duly authorized by the Client to place such Purchase Order. Purchase Order placed verbally or by telephone shall only be valid and have effect if they are confirmed in writing.
- (ii) Each order must be acknowledged within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled by the Client who is not obliged to provide a reason or, where appropriate, will be treated as having been accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed).
- (iii) The acceptance of a Purchase Order or commencement of execution of said Purchase Order by Supplier shall be considered as an acceptance by Supplier of said Purchase Order and its unconditional adherence to these T&Cs and all clauses and special conditions contained in the Purchase Order or contract referring to these T&Cs.
- (iv) Supplier may, within the period of five (5) days by giving written notice to the Client, make changes to the Purchase Order in any or more of the following: -
  - (a) specifications, drawings, designs and data for goods to be specifically manufactured by supplier;
  - (b) method of shipment or packing;
  - (c) time and place of inspection, acceptance and delivery;
  - (d) quantities of goods.

The changes to the Purchase Order must be agreed by the Client and confirmed in writing.

## 3. Price invoicing and payment

- (i) Unless otherwise indicated in writing in the Purchase Order or contract referring these T&Cs, the prices are fixed, may not be revised and include all costs, i.e. transport, packaging and crating, unloading, storage, insurance, taxes, bank charges outside Singapore and levies except VAT where applicable.
- (ii) The Supplier's invoices must indicate all legal information required by law and by the Client, the full Purchase Order number and code, and shall be sent to the invoicing address indicated by the lien and accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services no later than 30 days after completion and/or delivery. Client reserves the right to reject all late invoices except where the Supplier has advised the Client in writing of the late invoices within 7 days after completion and/or delivery.
- (iii) Only original invoices or computer-generated invoices or certified true copies invoices will be accepted (scanned PDF copies are not acceptable). Client will process and make the payment to the Supplier within 60 days of receipt of the Invoices unless otherwise stated in the Purchase Order.
- (iv) Unless otherwise stated in the Purchase Order, all payments to be made shall be in Singapore Dollar.
- (v) Invoices that do not comply with these provisions shall be automatically returned to Supplier and payment shall be suspended until a new complete invoice has been submitted to the Client.

## 4. Delivery and Acceptance

- (i) The Supplier shall deliver the Product or perform the Services in accordance with the timelines stated in the relevant Purchase Order (the “Delivery Date”). The Parties may mutually agree in writing to vary or modify the Delivery Date (the “Amended Delivery Date”).
- (ii) Subject to Clause 2, each Purchase Order shall be deemed complete and delivered when the Supplier has delivered the result of the Purchase Order to the Client (the “Result”, which shall include without limitation, any material, reports, documents, photographs, models, plans drawings, software, products produced pursuant to the Services), and (a) subject to Clause 5, an acceptance test, if performed by the Client, confirms the Result fulfills Client’s requirements and specifications under the Purchase Order and this T&Cs, or (b) Client approves the satisfactory

## ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

delivery and completion of the Result in writing. Such completion date shall be deemed the "Actual Delivery Date". Thereafter, as and when required, the Supplier shall immediately handover all materials to Client, including without limitation, design documentation, notebooks, copies and all materials used or produced in completing the Purchase Order.

- (iii) The Supplier shall immediately notify Client if it expects that any part of Client's order cannot be met or be delivered by the Delivery Date or the Amended Delivery Date (if applicable) (collectively, the "Scheduled Delivery Date").
- (iv) Without prejudice to Client's rights at law, if the Supplier fails to deliver any Services or the Result by the Scheduled Delivery Date, the Supplier shall pay Client liquidated damages at the rate of 20% from Purchase Order amount. Client may, but is not obliged to, cancel the Purchase Order if the delay extends for more than thirty (30) days.
- (v) The Supplier undertakes to deliver the Products and/or Services to the locations/on the dates/within the periods indicated on the Purchase Order during the opening hours of the department responsible for acceptance of said Products and/or Services.

### 5. Inspection rights

- (i) Client may conduct such tests and inspections on the Services and/or Results to check that the requirements and results of relevant Purchase Order are duly satisfied.
- (ii) Client's inspection or testing or failure to inspect or conduct tests shall not relieve the Supplier of its obligations, representations or warranties under this T&Cs.
- (iii) If Parties have agreed on a procedure for inspection and testing, such procedure shall be set out in Purchase Order or any other supplemental documents and shall be followed. Acceptance shall be evidenced in writing.
- (iv) Notwithstanding, Client has the right to use the Results for their intended purpose during such inspection or testing period without delivery being deemed accepted.

### 6. Warranty and Representations

- (i) Each Party expressly warrants and represents to each other that: (i) it has the legal capacity and the requisite authority and corporate power to enter into and perform its obligations under the Purchase Order and this T&Cs; (ii) the execution and performance of Purchase Order and this T&Cs complies with all applicable laws, regulations,

administrative or judicial decision or policy of the applicable government authority.

- (ii) The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defaults and fit for their purpose and which comply with applicable regulations, good practices, state of the art and standard requirements in terms of use, reliability, life. In the absence of specific provisions set out in the purchase order or contract referring to this T&Cs and without prejudice to more stringent legal provisions, the Supplier warrants that the Products and Services will comply with the requirements of the Client, will be of good quality and in proper operation during a period of twenty-four (24) months as from the date of Acceptance. In the same way, the Supplier undertakes to repair or replace, at the Client's discretion and at the Supplier's own cost, all defaults, defects and nonconformities of the Products and Services identified during this period and shall hold the Client harmless from any resulting damages.
- (iii) In the event of repairs to or replacement of Products, all costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.
- (iv) In the event of extreme urgency, the Client shall be entitled to repair or replace the Products itself, without prejudice to the aforementioned obligations of the Supplier.

### 7. Compliance with regulations

The Products delivered, and Services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labor that are in force in the country of destination of said Products and/or Services. All dangerous Products must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the purchase order and form an integral part thereof.

### 8. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality

## ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorization of the disclosing Party. Any reports produced by the Supplier as part of the purchase order shall not be considered confidential information.

### 9. Intellectual property rights

The Supplier shall grant to the Client all necessary intellectual property rights right to use the Products and Services. The Supplier shall transfer exclusively to the Client, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Client under a purchase order (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Client harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services supplied under a purchase order, and shall be fully responsible, as regards the Client, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar or equivalent deliverables, Products and/or Services. If this is not possible, the Client may terminate the purchase order without prejudice to any damages it may claim.

### 10. Insurance

The Supplier shall at all times remain responsible control and supervise all its employees, including when they are working on the Client's project site or premises.

The Supplier shall take, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognized insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Client or any third party during or after execution of any purchase order.

The Client may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the purchase order shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favor of the Client. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Client towards the Supplier to claim amounts above neither the aforementioned

sums nor a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums. Under no circumstances shall the Client have any responsibility or liability vis-à-vis the Supplier.

### 11. Limitation of Liability

- (i) The total liability of the Supplier for all claims, whether in contract or tort (including negligence), indemnity, breach of contract or otherwise shall be in the aggregate to the contract price.
- (ii) Neither Party is liable to the other for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, howsoever caused and arising under this T&Cs. Notwithstanding the foregoing, this limitation of liability shall not apply to the Supplier's liability with regards to its obligations relating to confidentiality, intellectual property and personal data protection.

### 12. Termination

- A. Immediate Termination:  
Either Party may terminate this Agreement immediately by written notice in the following circumstances: (a) if it is required by law; (b) if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), enters into receivership, administration or any similar insolvency proceedings, (c) ceases to conduct business in the normal course; (d) upon occurrence of a Force Majeure Event which continues for a period of thirty (30) days; (e) if any license, approval or authorization by an appropriate authority for the Supplier to provide the Services is cancelled, withdrawn or revoked.
- B. Termination for Cause:  
Either Party may terminate Purchase Order (in whole or in part), for default or breach of any terms of this T&Cs or a Purchase Order if the defaulting Party fails to remedy the breach within thirty (30) days of the non-defaulting Party's written notice to remedy the default or breach.
- C. Termination for Convenience:  
Client may terminate Purchase Order (in whole or in part) upon thirty (30) days prior written notice to the Supplier. Unless otherwise terminated by Client, Purchase Order which have been issued by Client prior to the effective date of termination shall remain in full force and effect and the provisions of this T&Cs shall continue to apply in respect of such Purchase Order.
- D. Consequences of Termination: Client shall not be liable to make any payment to the Supplier from the date of termination provided always that Client shall pay the Supplier for all Services which has been satisfactorily delivered to and accepted by

## ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

Client pursuant to this T&Cs. Client shall have no other liability arising out of such termination.

### 13. Ethics, and Sustainable Development

The Supplier acknowledges that it has read and shall adhere to ENGIE's ethical and sustainable development commitments as stipulated in ENGIE's reference documentation and in its Vigilance Plan (for the latter as long as the Supplier maintains an established commercial relationship in accordance with the applicable law). Those commitments are available on the website [www.engie.com](http://www.engie.com).

The Supplier represents and warrants to ENGIE that it shall comply with (and has complied with, for six years prior to the signing of the order or contract referring to the T&C), standards of international law and national law applicable to the order or contract referring to the T&C (including any changes during the term of that order or contract), relating to:

- (i) Fundamental human rights, in particular the prohibition (a) to use child labour or any other form of forced or compulsory labour; (b) on all forms of discrimination within its company and towards its suppliers and subcontractors;
- (ii) Embargoes, arms and drug trafficking, and terrorism;
- (iii) Trade, import and export licences and customs;
- (iv) The health and safety of employees and third parties;
- (v) Employment, immigration, the ban on illegal labour;
- (vi) Environmental protection;
- (vii) Economic offences, including bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the order or contract referring to the T&C), embezzlement, theft, abuse of corporate assets, infringement, forgery and the use of fraudulent documents, and any related offences
- (viii) Anti-money laundering;
- (ix) Competition law.

The Supplier shall comply with, and shall ensure compliance by its own suppliers and subcontractors as well as by any

third party involved in such work or services, with the requirements set out in paragraph two above..

When ENGIE requests so, the supplier should evaluate its performance in terms of the environment, ethics, human rights and sustainable purchasing at its expense. This evaluation will be run by a third party appointed by ENGIE. In the absence of an assessment before the contract signature date, the supplier shall make sure that he gets its assessment done within 6 months from that date. The lack of assessment performed by the designated third party within this period will be considered by ENGIE as a breach of contract, as referred into the paragraph 6.

With regard to its own activities, the Supplier undertakes to actively cooperate and act in such a way as to enable the Customer to comply with its legal duty of care obligations. As such, it shall work, in particular, to implement the measures provided for in the Vigilance Plan as mentioned above (risk mapping, alert and reporting mechanism, etc.) and shall immediately alert the Customer of any serious breach or of any element which may constitute a serious breach, in accordance with the above standards, as part of its relationship with the Customer.

Engie has the right to request proof from the Supplier, at any time, that it has complied with the requirements of this clause and to carry out audits or have audits carried out at any time, subject to giving advance notice and at its own expense. In the event of an audit, the Supplier undertakes to give access rights to its premises and sites to the Customer's employees, and to provide any information and/or documentation that ENGIE may request to allow it to properly carry out the audit.

Any breach by the Supplier of the provisions of this Ethics and Sustainable Development Clause constitutes a contractual breach entitling ENGIE to suspend and/or terminate the order or contract referring to the T&C in accordance with the terms and conditions set out in the order or contract referring to the T&C."

### 14. Sub-contracting

The Supplier shall be solely responsible for the correct execution of the purchase orders. The Supplier may only transfer all or part of its rights and obligation under a purchase order to a third party after obtaining prior written agreement from the Client. The Supplier shall in all cases remain responsible for the acts or omissions of its sub-contractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party.

## ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

The Client shall be free to transfer, fully or partially, its rights and obligations pursuant to the purchase order to an affiliated company.

### 15. Force majeure

A force majeure event is an event which is reasonably unforeseeable that prevents a party performing its obligations and which cannot be circumvented by the affected party. In the event of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The affected Party shall promptly notify the other Party in the event of a force majeure and the probable duration thereof; the affected Party shall be make every effort possible to minimize the effects resulting from this situation. Should the force majeure last more than thirty (30) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

### 16. Personal Data

In order to supply of Products and/or Services, the Supplier may be required to process data, especially any information relating to an identified or identifiable natural person (“**Personal Data**”), belonging to the Client and the Client's employees. Personal data protection is particularly important to the Client as these data have a significant impact on the Client's image and capital. The Supplier agrees to abide by the provisions of any applicable local laws governing data processing and privacy. The Supplier is required to process the Client's Personal Data in accordance with instructions of the latter and will not use said Personal Data for purposes other than those specifically defined and authorized by the Client. Moreover, the Supplier agrees to: (i) take appropriate security and confidentiality measures with regard to the nature of the Personal Data and the risks presented by data processing to ensure that the Personal Data are secure and, in particular, to prevent them from being modified, damaged, or accessed by unauthorized third parties; (ii) not keep the Personal Data more than the period of time necessary to fulfil its contractual obligations as defined by the Client in this contract; (iii) take all steps needed to avoid spreading viruses; (iv) delete and/or return the Client's Personal Data upon completion of the contract in accordance with the Client's instructions and at the latest one month after receiving said instructions; (v) not keep any copies of documents or media containing Personal Data, except those necessary for the execution of the services as part of this contract, and on completion of the contract, destroy or have its subcontractors destroy the Personal Data and any electronic or hard-copy files containing the Personal Data collected in connection with this contract; and (vi) make sure that the Client is informed of any Personal Data leak or violation as soon as possible and at the latest forty-eight (48) hours after learning of the breach and to take the necessary measures to limit the consequences of the leak or violation. Sharing the Client's Personal Data with a third party, regardless of its location, is not authorized unless the Supplier first obtains the Client's express consent. Finally, the Client reserves the right to carry out or to have carried

out by a duly qualified third party any reasonable on-site checks to ensure the Supplier meets the aforementioned obligations appearing in this section after having informed the Supplier beforehand.

### 17. Applicable law and settlement of disputes

This T&Cs shall be governed by the laws of Singapore.

In the event of a dispute or disagreement under this T&Cs, Parties shall first attempt to resolve the matter by mutual discussions to achieve an amicable resolution or settlement. Should Parties fail to come to a resolution or settlement within thirty (30) days from the date the dispute or disagreement arose (or such other period as the Parties may mutually agree), the Parties agree to submit the matter for resolution before the exclusive jurisdiction of the courts of Singapore.

### 18. General provisions

- a) The Supplier carries out its activities as an independent service provider towards the Client. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of the Labor Code in force as of the date hereof or any local legislation applicable to the Supplier and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.
- b) In addition to all other rights and remedies under this T&Cs, at law or in equity available to the Client, Client shall be entitled to exercise the right of set-off, the right of specific performance and the right to obtain injunctions.
- c) This T&Cs shall be binding upon the permitted assigns, successors-in-title and authorized representatives of each Party.
- d) Time wherever mentioned shall be of the essence of this T&Cs.
- e) The Supplier shall not assign or transfer Purchase Order or any of its rights or obligations hereunder, or delegate the performance of any of its obligations under this T&Cs to a third party without Client's prior written consent.
- f) Any notices required shall be sent to the addresses of the Parties stated in Purchase Order and shall be deemed to have been received (a) if delivered personally, the next business day after it has been delivered; (b) if sent by registered mail or courier,

## ENGIE RCS PTE LTD- General Terms & Conditions of Purchase

five (5) days after dispatch; (c) if sent by facsimile, upon successful completion of transmission; or (d) if sent by e-mail, upon acknowledgement of receipt by the recipient.

- g) Neither Party shall use the other Party's name, marks, codes, drawings or specifications in any advertising, promotional efforts or any publicity of any kind without the prior written consent of the other Party.
- h) No waiver by either Party of any right or of a breach of any provision of this T&Cs shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such right or provision or to sanction any subsequent breach thereof.
- i) No amendment or variation of this T&Cs shall bind either Party unless such amendment or variation is agreed to in writing and signed by a duly authorized representative of each Party.
- j) In the event of any conflict between the clauses contained in this T&Cs, the Purchase Order and any other documents referred to herein, the conflict shall be resolved according to the following order of priority: (i) first – Purchase Order; (ii) second – this T&Cs; (iii) third - the accompanying document to the POs (if any).
- k) Any term or provision of this T&Cs which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions in this T&Cs which shall remain in full force and effect.
- l) Nothing in this T&Cs shall be construed as creating an agency, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. The Supplier does not have the authority to act for Client or to bind Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Client.
- m) If more than one party is referred to as Supplier, then their obligations and liabilities shall be joint and several.
- n) (When applicable) Each Party shall be liable for their own legal cost and the Supplier shall be liable for the stamp duty payable for Purchase Order, this T&Cs and any other accompanying documents to the Purchase Orders (if any).