

# GENERAL PURCHASE CONDITIONS OF GOODS AND/OR SERVICES (Simplified Version Direct Domains)

Version is available on line under the link : <https://www.alstom.com/suppliers>

V1 – October 2020

## 1. PURPOSE

The present general conditions of purchase of goods and/or services (hereinafter the "General Purchase Conditions") is part of the Contract that will define the terms and conditions whereby ALSTOM Transport Canada Inc., a company incorporated under the laws of Canada, registered under corporation number 846060-4, whose registered office is located at 1050 Beaver Hall Road, Montreal, Quebec, Canada H2Z 0A5, (hereinafter the "Purchaser") entrusts the supplier (hereinafter the "Supplier"), to supply the equipment, parts thereof, other goods (hereinafter the "Goods") and/or services (hereinafter the "Services"). The Purchaser and the Supplier shall be hereinafter referred to separately by "Party" or jointly by "Parties".

## 2. FORM AND CONTENT OF THE CONTRACT

The contract (hereinafter the "Contract") that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser in the frame of a contract between the Purchaser and its clients (the "Customer") for a dedicated project (hereinafter the "Project"), shall consist of the documents quoted in decreasing order of priority as follows:

- The purchase order(s) (hereinafter the "Order(s)")
- The Specific Purchase Conditions, supplementing and/or amending these General Conditions, (hereinafter the "Specific Purchase Conditions") but excluding any appendices unless expressly stated in the Order(s) to prevail;
- the present General Purchase Conditions (hereinafter the "GPC"),
- if applicable, the appendices to the Order(s) or to the Specific Purchase Conditions in numbering or alphabetical order as applicable.

## 3. COMING INTO FORCE – TERM

**3.1.** The Contract shall come into force once the Purchaser has acknowledged receipt of the Order signed by the Supplier. The Supplier undertakes to return to the Purchaser, the acknowledgement of receipt of the Order within eight (8) calendar days of the receipt thereof whether by electronic means or otherwise.

**3.2.** Any start of performance of the Contract shall be construed as definitive acceptance of the terms and conditions of all the documents stated in Article 2.

**3.3.** Unless stated otherwise in the Contract, the date of coming into force thereof shall constitute the starting point for the performance time by the Supplier of its obligations under the Contract.

**3.4.** The Contract shall expire when all of the obligations of each Party have been fully performed.

## 4. PERFORMANCE OF THE CONTRACT

### 4.1. Good Industry practices.

**4.1.1.** The Supplier shall perform the Contract with the degree of skill, care, diligence and prudence which would reasonably and ordinarily be expected from a skilled, experienced and competent Supplier ("Good Industry Practices"), and in accordance with all the terms and conditions stated in the Contract, regulations and standards in force where the Goods and Services are to be delivered. The Supplier shall ensure that its sub-suppliers' and/or subcontractors' manufacturing processes comply with the contractual requirements, applicable regulations and Good Industry Practices.

**4.1.2.** The Supplier shall be responsible for implementing all the necessary resources for the performance of its obligations under the Contract and shall ensure it has appropriately trained and qualified personnel. It shall submit any proof thereof upon Purchaser's request.

**4.1.3.** The Supplier shall request from the Purchaser in a timely manner, such approvals and instructions as may reasonably be required for the correct performance of the Contract. Purchaser shall at the agreed times also provide access to the delivery site for the Goods and/or performance of the Services (hereinafter the "Site" or "Sites").

### 4.2. Quality Assurance

**4.2.1** The Supplier shall perform its quality obligations as defined in the Contract and in accordance with the principles set forth in the Supplier Quality Manual available via the following URL <https://www.altes.transport.alstom.com/>.

The Supplier Quality Manual defines the quality expectations and actions required by the Purchaser. Supplier shall use Alstom Supplier Quality Portal, (using the following URL address: <https://www.altes.transport.alstom.com/>), at all time during the performance of the Contract and/or the Order.

The Supplier shall be ISO/TS 22163 certified "Railway industry standard", as defined in the Supplier Quality Manual or ISO 9001 or equivalent.

Supplier's and its sub-suppliers' and/or subcontractors' qualification certificates must be made available to the Purchaser within forty-eight (48) hours upon request.

If the Supplier is not ISO/TS 22163 certified "Railway industry standard", the Purchaser retains the right to perform its own qualification for processes of Supplier and/or its sub-suppliers and/or subcontractors.

**4.2.2.** All tests shall be performed in accordance with the processes defined in the technical specifications as set out in the Contract. The Supplier shall provide the Purchaser with written notification seven (7) days before the date of the tests and, once available, with the relevant test reports without unnecessary delay. If the test results do not comply with the technical specifications and/or performance requirements (Supplier Product Quality Development (SPQD) industry standards, etc.), the Supplier shall immediately carry out the necessary measures and repeat the tests, at its own costs (including Purchaser and Customer's travel costs), in such a manner as to comply with technical specifications' requirements and the deadlines stipulated in the Contract.

**4.2.3.** The Purchaser, Customer or an agent thereof may at any time make any visit that it considers necessary to the premises where the Goods and/or Services are being performed, during normal working hours, in order to ensure the correct performance by the Supplier, of its contractual obligations. The Supplier shall obtain from its subcontractors such visitation rights in their premises, for the Purchaser.

The Supplier shall promptly remedy or shall ensure that its subcontractors promptly remedy any defects relating to the Goods and/or Services noted during the abovementioned visits as well as any defect notified to it by the Purchaser concerning its performance.

### 4.3. Goods and Services

**4.3.1.** The Supplier shall ensure that the Goods and/or the Services provided are fit for the purposes that may reasonably be inferred from the technical specifications and in accordance with the timetable for performance defined in the Contract. In any event the Supplier commits to achieve the performance and results stipulated in the Contract.

**4.3.2.** The Goods and/or Services shall be delivered in a state of full completion with the complete "Documentation" (any operation and maintenance manuals, drawings, calculations, technical data, logic diagrams, progress reports, quality documentation, conformity certificates, test reports, bill of lading, certificates of origin, export control classification list number as per any applicable export regulation - such as the European Council Regulation 428/2009 (as amended) and/or the U.S. Export Administration Regulations ("EAR"), percentage of U.S. origin content, U.S. Export Control Classification Number ("ECCN"), U.S. Munitions List category ("USML") or Canada Export and Import Permits Act ("EIPA") (if applicable) export authorizations and licenses, Harmonized Tariff Code - and any such other documents required under the Contract and/or applicable Laws) associated therewith as well as all instructions, recommendations and other indications necessary in order for them to be used correctly and under the appropriate safety conditions. If so required by the Purchaser, the Supplier shall submit any such Documentation to the Purchaser with sufficient time for review and approval by the Customer, in accordance with the time-lines agreed between the Purchaser and the Customer. Where the Documentation provided by the Supplier is not compliant with Purchaser's contractual requirements, the Supplier must make the necessary modifications, and indemnify the Purchaser for any costs, liabilities or damages incurred by the Purchaser as a result of the non-compliance and/or delay.

**4.3.3.** Goods or Services that do not meet all the requirements set in this Article 4.3 shall be considered as having a Non-Conformity as per Article 10 of these General Conditions and may be recorded as a non-conformity event (NCE) as defined in the Supplier Quality Manual.

A lump sum administrative fee of four hundred fifty dollars (\$450) will be applied by the Purchaser for each NCE. The Parties agree that the extent of damages that would result from the processing an NCE would be uncertain in amount and difficult to ascertain. This administrative fee shall not be considered as a penalty and represents a reasonable estimate of the parties regarding the administrative work required to process the NCE; it is not the sole remedy for the Supplier's default and is without prejudice to any other remedies available to the Purchaser under the Contract or at law.

**4.3.4.** If the Supplier is not certain that the results of the Services or Goods comply with the requirements defined in this Article 4.3, it shall inform immediately the Purchaser thereof in writing, providing all the needed indications concerning the risks of non-compliance and the measures that the Supplier intends to take in order to remedy the situation. The Purchaser shall notify its acceptance or rejection of the Supplier's proposals as soon as possible and in writing.

**4.3.5.** If the Purchaser assesses on its part that the Supplier is not performing the Services and/or supplying the Goods in accordance with the Contract, it may require the Supplier to indicate to it, in writing, the measures that the Supplier intends to take to remedy the situation. The Purchaser shall notify the Supplier in writing as soon as possible of its acceptance or rejection of the Supplier's proposals.

### 4.4. Records and record audits

**4.4.1.** The Supplier shall define and implement a method enabling it to identify and monitor the Goods throughout the manufacturing process. Records shall be kept until the end of the warranty period of the relevant Goods.

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**4.4.2.** The Supplier shall keep all Goods related data and Documentation at least for twenty (20) years after the Goods delivery or any such longer time required by applicable law. The Supplier warrants that all records to trace and evidence compliance with the Contract requirements, including EHS requirements, shall at all times be available to the Purchaser and/or the Customer.

**4.5.** By accepting the Contract, the Supplier expressly acknowledges having received communication of all of the documents and information that it needs in order to assess the commitments that it has undertaken pursuant hereto, especially concerning the safety standards in force at the Site and any possible dangers related to the installations and/or machinery nearby.

No document or information obtained by the Supplier from the Purchaser in connection with the Contract shall in any way release the Supplier from its obligation to review any such document and information and independently verify the same, and furthermore to promptly notify the Purchaser of missing information or conflicts with existing data or instructions provided by the Purchaser.

Any participation by the Purchaser in planning or designing of the Goods, in the processing of any document, information, data, material and/or software, or any review or approval of any process or data by the Purchaser, will not release the Supplier from its obligation to perform and supply the Goods and/or Services, in accordance with the terms of the Contract.

**4.6.** Unless different procedures are specified in the Contract, the Supplier shall send the Purchaser, a weekly activity report tracing the Goods and/or Services performed and any difficulties encountered.

**4.7. Quality Portal** In order to facilitate collaboration and transparency with its suppliers, the Purchaser has developed a web "Supplier Quality Portal", which is the basic communication tool between Purchaser and each of its suppliers. All the Supplier's Quality data (audits, Projects, serial life performance, Concessions/Waiver) will be communicated by the Purchaser to the Supplier and made available to the latter on the Portal. Any response or communication by the Supplier related thereto shall be made directly through the Portal.

## 5. CHANGES IN CONTRACT

**5.1** The Purchaser shall have the right at any time to make changes in the design and/or the specifications of any or all of the Products or part thereof, delivery terms, scope or other provisions of the Contract, by means of a written notice to the Supplier. If in the Supplier's reasonable opinion such changes affect the cost or time required for performance of the Goods and Services or any other provision(s) of the Contract, the Supplier shall notify the Purchaser promptly in writing, but in no event later than ten (10) days after the receipt of the Purchaser's notice, including appropriate substantiation regarding the claimed impact of the change. Subject to the Supplier's notification in accordance with the foregoing, if and to the extent that the changes requested by the Purchaser reasonably warrant in the circumstances an adjustment of the price, delivery schedule and/or other provision of the Contract, then an equitable adjustment will be made by the Purchaser ("**Change Order**"). The Purchaser has the right to instruct the Supplier to commence the changes prior to having finalised the adjustment to the Change Order. Supplier's failure to commence performance of any Change Order, when so directed in writing by the Purchaser, whether or not all terms of the Change Order have been agreed upon, shall be deemed a material breach. In the absence of a notification by the Supplier in accordance with this Article 5.1, the Supplier shall be deemed to have waived its rights for an adjustment and shall carry out the change, and the Purchaser shall be entitled to assume that such change will not have any impact on any material term of the Contract, including time schedule, warranties and price.

**5.2** The Supplier shall not make any changes to the Goods and Services or any provision of the Contract without the Purchaser's prior written consent.

## 6. PURCHASER'S PROPERTY

**6.1.** Materials such as components, machinery, tools, models, moulds, jigs and fixtures, accessories or others which may be made available to the Supplier by the Purchaser for the purposes of the Contract shall be under the Supplier's responsibility; the Supplier shall take out insurance against any damage that they might suffer and shall clearly mark them and record them as being the property of the Purchaser.

**6.2.** The Supplier agrees to refrain from using such materials other than for the purpose of the Contract; it shall keep them in good working order, except for normal wear and tear.

**6.3.** Without prejudice to the other rights of the Purchaser, the Supplier shall return such materials upon first request.

**6.4.** Supplier shall, upon request of the Purchaser and without charge, execute such financing statements, security agreements, or other instruments as may be necessary to make Purchaser's title a matter of public record. Upon the Purchaser's request, and without prejudice to Purchaser's rights under the Contract, the Supplier, without delay, shall allow

the Purchaser or its agent, to enter any premises of the Supplier to repossess any such Purchaser items or any part thereof.

**6.5.** Ownership of tools manufactured or acquired by the Supplier especially for the purposes of the Contract such as models, moulds, jigs and fixtures, accessories or others, shall be transferred to the Purchaser at the time of their manufacture or acquisition by the Supplier. The Supplier shall return the tools to the Purchaser by the end of the performance of the Contract at the latest.

## 7. DELIVERY - TRANSPORTATION – PACKAGING

**7.1.** Supplier shall use packaging suitable to the nature of the Goods and that guarantees the safety and integrity thereof until they are delivered.

**7.2.** Where there is no special stipulation in the Contract, (i) deliveries on the premises mentioned in the Contract shall be made "Delivered At Place" ("**DAP**" according to Incoterms®, ICC 2020) Purchaser's destination set in the Order if the Parties are located in the same continent or geographical area or (ii) "Free Carrier" ("**FCA**" ICC Incoterms® 2020) Port set in the Order if the Parties are located in different continents or geographical areas, with the Goods packed, marked, loaded, lashed and secured in accordance with the Purchaser's shipping, packing and marking instructions stated in the Contract (notwithstanding the provisions of applicable ICC Incoterms® 2020).

Should the Supplier deliver the Goods in advance of the schedule without Purchaser's prior written consent, the Supplier shall reimburse the storage cost incurred by the Purchaser until the agreed delivery date as well as any damages or additional costs incurred by the Purchaser.

Delivery of the Goods shall not be deemed to have occurred if the Goods are not fully compliant with all the terms and conditions of the Contract.

**7.3.** Any delivery of Goods shall be accompanied by the Supplier's delivery note, dated, bearing references to the Order and indicating in particular the details of the Goods delivered, the contents of the parcels therein, their gross and net weight, method of transportation, date of dispatch, as well as the rail wagon number or vehicle registration number if relevant. The Supplier shall send simultaneously, by separate letter, a copy of the document to the Purchaser's department that issued the Order.

**7.4.** The Supplier shall deliver as part of the Goods the Documentation as specified under Article 4.3.2 of these GPC.

**7.5.** Upon receipt of the Goods and/or completion of the Services, the Purchaser may, at its sole discretion, inspect the same or any part thereof at that time or at any time thereafter. Any Purchaser inspection shall in no event relieve the Supplier from any liability nor imply the Purchaser's acceptance of the Goods and/or Services.

## 8. DELAY

**8.1.** Time is of the essence in the performance of Supplier's obligations under an Order. Supplier's deliveries must be done within the time specified in the Contract. The date(s) or deadlines for the performance of the Services and/or delivery of the Goods specified in the Contract are compulsory and shall constitute a substantial condition of the Contract.

**8.2.** If the delivery of the Goods and/or performance of the Services is likely to be delayed, the Supplier shall notify the Purchaser accordingly immediately in writing. The notification shall include the Supplier's proposal for acceleration of the progress to achieve the delivery date(s). Measures for expediting progress shall include the use of additional manpower and material, multiple shift and weekend work and premium means of transport (such as airfreight). The costs of the acceleration measures shall be borne by the Supplier and Supplier shall also be liable for any damages incurred by Purchaser arising out of or in connection with such delay, unless said delay is exclusively attributable to the Purchaser.

## 9. LIQUIDATED DAMAGES

### 9.1. Delay Liquidated Damages

**9.1.1.** If the Supplier fails to comply with the dates or deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons exclusively attributable to the Purchaser, the latter is entitled to apply liquidated damages, without any prior notification to the Supplier, from the moment any date or deadline has been reached.

**9.1.2.** Unless stipulated otherwise in the Contract, the liquidated damages mentioned here above shall be calculated at the rate of five per cent (5%) of the price of the Goods or Services which delivery or performance is delayed exclusive of Value Added Tax per partial or full week's delay (the "**Delay Liquidated Damages**"). The aggregate limitation of liability for Delay Liquidated Damages shall be thirty per cent (30%) of the total price of the Contract exclusive of Value Added Tax. Each started week gives rise to the application of Delay Liquidated Damages for the week in question.

**9.1.3.** The Parties agree that the extent of damages that would result from a delay would be uncertain in amount and difficult to ascertain. The Delay Liquidated Damages shall not be considered as a penalty and represent the parties' reasonable estimate of the Purchaser's

damages as a result of a delay. The Delay Liquidated Damages are not the sole remedy regarding Supplier's Non-Conforming Goods and/or Services and is without prejudice to any other remedies available to the Purchaser under the Contract or at law.

**9.1.4.** As soon as they are applicable, the Delay Liquidated Damages may be applied at any time, at the Purchaser's option. Liquidated damages payable pursuant to this Section 9 may be withheld by Purchaser and may be offset by Purchaser against monies due or to become due to Supplier, and if none, or if the remaining monies to become due are less than the outstanding amount of the liquidated damages, Purchaser shall invoice Supplier for the remaining amount which becomes due and Supplier shall pay such invoice upon demand.

#### **10. NON-COMPLIANCE – REJECTION OF DELIVERY**

**10.1.** If, when they arrive at the Purchaser's premises or any other place agreed between the Parties, the Goods and/or the result of the Services are considered as non-compliant with the Contract requirements, the Purchaser may reject all or part of them. The delivery shall then be considered as not having been made.

**10.2.** In this case, the Purchaser reserves the right (i) to require the Supplier to replace or repair the rejected Goods and/or the result of the Services, within the deadline provided by the Purchaser, or (ii) to perform itself or have performed the said replacement or repair by a third party of its choice, in accordance with the provisions of Article 10.3, or (iii) to retain the Goods and/or the result of the Services subject to a rebate, or (iv) to terminate the Contract in whole or in part in application of Article 21. In all cases, the totality of the costs and risks shall be borne by the Supplier.

**10.3.** In the case defined in Article 10.2 (ii), the Purchaser may choose to remedy the non-compliances by itself and/or to engage a third-party company of its choice for the repairing or remedying, at the Supplier's cost and risks, after an official notification to remedy the non-compliance addressed to the Supplier by registered letter with fifteen (15) days' notice has remained unfruitful. The Supplier shall then provide any information and/or assistance necessary to enable the Purchaser of the third party to properly remedy the non-compliance and remit to them the tools, drawings, studies and any other documents and associated intellectual property rights necessary for the production of the Goods and/or execution of the Services.

#### **11. ACCEPTANCE TESTS**

**11.1.** If the Contract provides acceptance tests for Goods and/or the result of Services after their completion and/or delivery to the Purchaser, the acceptance shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements in the Contract.

**11.2** Where the Contract provides for an acceptance procedure in the presence of both parties, at the successful completion of such procedure, the Purchaser shall issue the Supplier with an acceptance certificate which shall authorise the Supplier to invoice the Purchaser for any payment due upon such acceptance.

**11.3** The Purchaser shall at its discretion be entitled to issue an acceptance certificate with reserves. The Supplier shall be obliged to remedy any non-conformities within the period set out in the acceptance certificate. Any payment which would otherwise have been due upon acceptance may be withheld by the Purchaser in whole or in part until the non-conformities underlying the reserves have been remedied.

#### **12. TRANSFER OF TITLE – TRANSFER OF RISKS**

##### **12.1. Transfer of title**

Title to the Goods and or Services shall pass to the Purchaser free and clear of any liens, claims, encumbrances, interests or other rights when they have been produced, packaged and labelled and at the latest upon their actual delivery as specified under the Contract. If requested by the Purchaser to do so, the Supplier shall promptly execute any document certifying transfer of title.

##### **12.2. Transfer of risk**

The risk of loss of or damage to the Goods and/or Services shall pass from the Supplier to the Purchaser (i) upon the date of their acceptance if this is performed on the Purchaser's premises in accordance with the provisions of Article 11, or if not (ii) upon delivery of the Goods at the named destination pursuant to the Incoterm ICC 2020 as defined in Article 7 above.

#### **13 PRICE – PAYMENT**

**13.1.** The prices indicated in the Order shall be firm, definitive and not revisable for the term of the Contract. They shall be stipulated including of all taxes except Value Added Tax.

**13.2.** Unless otherwise stipulated in the Contract, the payment of the amounts due to the Supplier shall be made in Canadian dollars, as the currency of both the account and of payment.

**13.3.** Unless it has been stipulated otherwise in the Contract, the price shall mean DAP or FCA pursuant to the provisions of Article 7.2 hereinabove.

**13.4.** Invoices shall indicate a complete reference to the Contract and shall be issued by the Supplier in accordance with the due dates stipulated in the Contract, subject to the complete performance by the Supplier of its corresponding obligations.

**13.5.** Unless stipulated otherwise in the Contract, the invoices issued by the Supplier shall be paid by the Purchaser within one hundred twenty (120) days from the date of receipt of a complete invoice, including all required supporting documentation.

**13.6.** Purchaser shall have the right to withhold and/or set-off payments due or to become due Supplier in an amount which it reasonably deems sufficient to compensate it for and indemnify it against any and all losses, liabilities, damages, costs and expenses, including legal fees and disbursements which may be sustained or incurred by it based on Supplier's breach of the Contract.

If the amount withheld together with the balance due under the Contract is insufficient to indemnify Purchaser, Supplier shall be liable for the difference and pay the same to Purchaser upon demand.

**13.7.** In case of late payment by the Purchaser, the Supplier may apply the New York State legal rate of interest applicable from time to time.

#### **14. CONFIDENTIALITY – CYBERSECURITY AND ACCESS TO THE PURCHASER'S IT SYSTEM**

##### **14.1 Confidentiality**

**14.1.1** "Confidential Information" shall mean any information, including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, records, samples, tools, software and documentation, written, oral or otherwise and designated as being of a confidential nature by the disclosing Party by an appropriate stamp, legend or marking, or by providing a written notification to that effect, Confidential Information shall remain the disclosing Party's property.

Upon request of the disclosing Party, all copies of such Confidential Information in written, graphic or other tangible form shall be returned to the disclosing Party or shall be otherwise disposed of as directed by the disclosing Party. Notwithstanding the foregoing, each Party may retain one copy of the Confidential Information where required by law or regulation or to comply with bona fide document retention, electronic archiving and back-up policies of such Party.

**14.1.2** Each Party shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information, except upon prior written authorization of the disclosing Party. The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The receiving Party shall not use such Confidential Information other than for the purposes of performance of the Contract.

**14.1.3** Each Party shall reveal the Confidential Information only to its employees or subcontractors to whom disclosure is necessary for them to perform their duties, pursuant to the Contract. Each Party shall impose the above obligation of confidentiality on its employees and subcontractors.

**14.1.4** The foregoing obligations shall not apply, however, to any part of the Confidential Information which:

- was already obtained in good faith by the recipient Party prior to receipt hereof;
- was already in the public domain or became so through no fault of the recipient Party;
- was acquired by the recipient Party from a third party having the right to convey the Confidential Information to the recipient Party without any obligation of confidentiality or is not known by recipient to be bound by a confidentiality obligation;
- is independently developed by the recipient Party;
- is approved for release by prior written authorization by the owner of the Confidential Information;
- is obliged to be produced (after notice of the disclosing Party whenever it is possible) under applicable law or regulation including any order of a court of competent jurisdiction or an arbitral award.

**14.1.5** Subject to the provision of the above paragraph, these obligations of confidentiality shall survive for a period of five (5) years from the expiration or termination of the Contract.

##### **14.2. Cybersecurity**

**14.2.1** The Supplier warrants that it is aware of applicable laws, regulations and industry standards relating to computer security, and especially those relating to computer hacking, to unlawful presence in a system, to the deliberate disruption of the system's operation, and to fraudulent use of the data, and undertakes that it will comply with such regulations. The Supplier particularly warrants and represents that it is properly audited and certified using current standards such as but not only ISO/IEC 27032:2012, ISO/IEC TR 27103:2018, ISO/IEC 27000, ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27005, IEC 62/444 and all

relevant local laws and regulations concerning security of network and information systems.

**14.2.2** The Supplier undertakes, with respect to all Purchaser's information, materials and data in respect of which the Supplier has custody or control for purposes connected with these GPC, the Contract and/or the Order(s); or which are accessed, transmitted or stored using or on the Supplier's information systems or equipment under these GPC, the Contract and/or the Order(s) ("**Purchaser Data**") to do all things that a reasonable and prudent entity would do to ensure that all Purchaser Data is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person.

(ii) provide protective measures for the Purchaser Data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Purchaser Data;

(iii) comply with all security regulations or procedures or directions as specified in these GPC, the Contract and/or the Order(s).

#### **14.3 Access to the Purchaser's IT system**

For any access to the Purchaser's IT system, and when authorized under the Contract, the Supplier shall comply (and shall procure its personnel to comply) with all the security conditions specific to the performance of the Contract, if applicable, such as the current conditions of access to the Site concerned and to the Purchaser's IT system, which have been communicated in writing prior to any intervention.

The Supplier shall not use software or accesses means other than the ones provided and duly authorized by the Purchaser. The Supplier shall take all the necessary precautions so as to avoid the introduction of any malware or unsecure code into the software, updates, systems supplied to the Purchaser and shall adopt the appropriate measures if the existence of such a threat is demonstrated.

### **15. INTELLECTUAL PROPERTY**

#### **15.1. Background**

**15.1.1 "Background"** shall mean any information, documentation, designs, technical drawings, software (system and application software), algorithms, elaborated design data, technical or industrial data, tools, knowledge, know-how, trade secrets, equipment and services process, methodology, and any intellectual property therein, regardless of their support and whether or not protected by an intellectual property right, developed, created or acquired by one Party independently of the execution of the Contract. The Background shall remain at all times the property of the said Party and its affiliate(s).

**15.1.2** The Purchaser hereby grants a non-exclusive, non-assignable license, which is revocable at any time upon prior information to the Supplier, to Supplier to use any Background, for the sole purpose of performing the Contract.

**15.1.3** The Supplier grants to the Purchaser: a fully paid up, non-exclusive, worldwide, transferable license, with the right to grant sub-licences, to use the Supplier's Background to the extent necessary for the execution of the Contract and any associated Project and specifically to use, commercialize, sell and maintain or have maintained Goods and/or Services, for a duration equivalent to the protection afforded by the French Intellectual Property Code.

#### **15.2. Results**

**15.2.1 "Results"** shall mean any information, documentation, designs, technical drawings, software (system and application software), algorithms, elaborated design data, technical or industrial data, tools, knowledge, know-how, trade secrets, equipment and services process, methodology, and any intellectual property therein, regardless of their support and whether or not protected by an intellectual property right, developed, created or acquired by one Party during the execution of the Contract. The Results shall become the exclusive property of Purchaser as and when they are created or developed.

**15.2.2** The Supplier assigns to the Purchaser, on an exclusive basis, all intellectual property rights related to the Results, for the entire world and the entire term of protection of the Results provided for in relevant present and future national or international conventions or treaties applicable to intellectual property.

**15.2.3** The Supplier agrees that the price stated in the Contract includes the assignment of the ownership of all the intellectual property rights on the Results and of the relevant licenses on the intellectual property rights on the Background as provided above.

**15.2.4** More specifically, with respect to copyright associated with Results, the Supplier assigns to the Purchaser on an exclusive and worldwide basis, for the legal term thereof, all of the representation and reproduction rights, for any purposes and for all uses, direct or indirect.

**15.2.5** The Purchaser shall be solely entitled to decide to protect the Results, in whole or in part, in its own name or that of any ALSTOM Group Company.

**15.2.6** The Supplier specifically undertakes, on its own behalf and on behalf of employees, representatives, agents, service-providers or sub-contractors, to perform all of the necessary

formalities, where applicable, to cause the provisions of the present Article 15 to become effective.

**15.2.7** Except for any commercial advertising purpose, each Party gives the other the authorisation to mention their respective names and logo(s) for communication purpose only about their business relationship existence considering the applicable branding.

This reciprocal authorization includes the right to:

Reproduce or represent or allow third parties to reproduce or represent the names and/or the logo(s) on any media including but not limited to paper, numerical support, Internet.

For any other communication use, the Supplier's publications are subject to a prior written validation issued by the Purchaser's Brand Communication department. This request must be sent by mail to: ALSTOM - Brand Communication Department - 48 rue Albert Dhalenne, 93400 Saint-Ouen sur Seine (France); Email: brand.requests@alstomgroup.com

If either Party determines that a use by the other Party is not compliant, the Party publishing the offending medium undertakes to immediately withdraw it at the express request of the other Party.

#### **15.3 Infringement**

**15.3.1** The Supplier represents and warrants that the Goods and/or Services, and any material, design or any other works or information provided by or on behalf of Supplier in the frame of this Contract, including the use thereof, do not infringe any intellectual property right of a third party, and Supplier will defend, indemnify and hold harmless Purchaser, its Affiliates and Customers from and against all claims and liabilities based on alleged or actual infringement thereof.

**15.3.2.** Should a claim or an action be brought against the Purchaser in the above-mentioned event, the Purchaser shall notify the Supplier accordingly, and said Supplier shall defend the claim at its own expense. The Purchaser shall, upon the Supplier's request and at the latter's own expense, provide the necessary reasonable assistance.

**15.3.3.** Should an intellectual property right constitute an infringement of the rights of a third party, the Supplier shall, upon the Purchaser's request, modify or replace at its own expense the infringing item, provided that such amendment or replacement shall not affect the purpose, value, use or performance of the Goods and/or Services.

### **16. WARRANTY**

#### **16.1. General Provisions**

In addition to and without prejudice to the other obligations of the Supplier under the Contract or at law, the Supplier warrants that the Goods and/or Services will be new, of good and satisfactory quality and fit for the purposes for which they are intended, in strict conformity with all requirements of the Contract and legislation in force and free from any defect or lack of conformity in design, workmanship and material.

The Supplier's warranty does not include defects resulting from normal wear and tear on the Goods, usage not compliant with the associated documentation or negligence demonstrated by the Supplier attributable to the Purchaser and/or its staff.

#### **16.2. Warranty period and related obligations**

Unless the Contract provides otherwise, the contractual term of the warranty shall be twenty-four (24) months from the date on which the Purchaser's system, or product which incorporates the Goods and/or results of Services is put into commercial service, and thirty-six (36) months as a maximum from the delivery of the Goods and/or Services pursuant to the applicable Incoterms®. During the warranty period, the Supplier shall implement all necessary actions to mitigate the consequences of any non-conformity notified to it by the Purchaser, at the Supplier's expense and within a period not exceeding two (2) business days as from the written notification sent by the Purchaser. To this end, it shall apply the most appropriate solution after the Purchaser has consented thereto. The Supplier shall remedy the non-conformity, at its expense, within the timeframe indicated by Purchaser. The Supplier shall bear all costs relating to the non-conformity such as the diagnosis, logistics, disassembly and installation of the Goods on the Customer's equipment. Any replacement or repair, even partial, of/to a Goods affected by a defect shall give rise to the application of a new warranty period covering the Goods concerned for a period of twenty-four (24) months from the date of the repair or replacement.

**16.3.** Should Supplier not respond nor promptly commence containment and mitigation measures within two (2) business days of the notice of non-conformity, Purchaser may, at its discretion, repair, scrap or replace the Goods itself or through a third party and Supplier shall reimburse Purchaser for such costs.

#### **16.4. Epidemic defects**

For the purpose of this Article, "**Epidemic Defect**" shall mean the same defect affecting at least five (5%) per cent of the Goods or a same defect affecting at least three (3%) per cent of circuit boards, components or electronic sub-assemblies delivered by the Supplier to the Purchaser under the Contract, measured over a continuous period of twelve (12) consecutive months starting from delivery of the first Goods until three (3) years after the date of the delivery of the last Goods in the frame of the same project. If an Epidemic Defect

affects the same part or the same Goods in one or more Orders, the Supplier shall repair, replace or redesign all of the identical parts or the same Goods, which are the subject of said Order(s). The Supplier shall also bear the costs of the logistics, dismounting and mounting of the parts or the Goods. In the event of a repair of an Epidemic Defect, the warranty period covering the relevant part or Goods shall be extended for a period of twenty-four (24) months from the date of commissioning of the repaired part or Goods. Throughout the duration of the warranty period for Epidemic Defect, the Supplier shall provide an analysis and action plan to correct any Epidemic Defect as notified by the Purchaser within a maximum period of five (5) business days from said notification. This action plan shall be implemented within a reasonable period, to be mutually agreed upon by the Parties having regard to the nature of the Epidemic Defect.

#### **16.5. Reliability**

Reliability targets (Mean Time Between Failures (MTBF)) are defined in the technical specifications as set out in the Contract. Notwithstanding any possible application of liquidated damages relating to reliability defined in the Contract, Goods shall remain covered by the warranty defined in this Article 16 as long as the reliability commitments have not been reached.

#### **17. LIABILITY**

**17.1** If a failure to perform one or more of its obligation under the Contract resulting from an action or omission of one of the Parties, its agents or representatives or sub-contractors gives rise to damages or a loss to the other Party, such damages or losses shall be recoverable from the defaulting Party.

**17.2** Supplier shall defend, indemnify and save harmless Purchaser from and against any and all claims, damages, losses, liabilities, injuries, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or resulting from Supplier's (or anyone directly or indirectly employed by Supplier or anyone for whose acts Supplier may be liable) execution of or failure to supply and/or performance of the Goods and/or Services, whether grounded in breach of contract or warranty, negligence, strict liability in tort or otherwise.

#### **18. INSURANCE**

**18.1** The Supplier shall obtain and maintain the following minimum insurance coverages issued by a reputable insurance company acceptable to the Purchaser, during the term of the Contract and for at least five (5) years thereafter. The Supplier may satisfy the insurance limits required herein through any combination of primary and excess/umbrella coverages: (i) Commercial General Liability Insurance with minimum limits of 5,000,000 CAD per occurrence for bodily injury and property damage, including coverage for personal injury, products and completed operations, and contract liability, including but not limited to liability assumed under the indemnification provisions set forth in the Contract. This insurance shall include a severability of interests or cross liability clause and be primary and non-contributory to any similar insurance maintained by Purchaser. Supplier may satisfy insurance limits required herein through any combination of primary and excess / umbrella coverage; (ii) Automobile Liability Insurance with minimum combined single limit of 2,000,000 CAD per accident for bodily injury and property damage for all owned, non-owned, leased and hired vehicles used by Supplier in connection with Orders. This insurance shall be primary and non-contributory to any similar insurance maintained by Purchaser; (iii) Workers' Compensation Insurance as required by Federal or State Laws and Employer's Liability Insurance with minimum limits of 2,000,000 CAD for bodily injury by accident, each accident; 2,000,000 CAD for bodily injury by disease, policy limit; and 2,000,000 CAD for bodily injury by disease, each employee; and (iv) to the extent the Supplier is performing any design services, Professional Liability Insurance with minimum limits of 3,000,000 CAD per claim arising out of services performed by Supplier, or any person employed or subcontracted by Supplier.

**18.2** With the exception of Workers' Compensation, Employer's Liability and Professional Liability, Purchaser, its directors, officers, employees, agents, parents, Affiliates and legal entities shall be included as Additional Insureds. Insurers affording any of the insurance required herein, including any and all deductibles or self-insured retentions, must waive, or cause to be waived, any and all rights of subrogation which might now or hereafter exist against Purchaser, its directors, officers, employees, agents, parents, Affiliates and legal entities to the fullest extent permitted by law.

**18.3** Prior to the Contract, the Supplier shall produce up-to-date insurance certificates, issued by its insurance company, indicating the reference number and the effective date of the insurance policy, the cover provided, the amounts and deductibles, sub-limits, activities, nature of the work or assignments covered. The Supplier shall also provide evidence that it is up to date with payment of the premiums.

In case of a multi-year insurance policy, the Supplier shall produce the above-mentioned certificate(s) every year on the renewal date of its insurance policy.

The provision of proof of the required insurance does not in any way restrict or limit the liability of the Supplier towards the Purchaser as may be outlined in the liability provision of the Contract. The Supplier shall notify the Purchaser of any modification affecting its insurance policies, as well as any event likely to cause the suspension or termination of the policies subscribed to if such change is likely to affect the Supplier's obligations.

#### **19. FORCE MAJEURE**

**19.1. "Force Majeure"** shall mean any event or circumstance, which (i) is beyond the reasonable control of the Party affected thereby, (ii) could not reasonably have been foreseen at the date of the Contract, (iii) the affected Party, acting and having acted with all due diligence, could not have prevented, mitigated or overcome, such as war, acts of a public enemy, revolution, civil commotion or riots, epidemic, fire, flood, explosion, act of Government, or any act of God, earthquake, terrorist acts and national strikes or labor disputes. For the avoidance of doubt, the following shall not be deemed to be Force Majeure events: (1) factory unrest and employee strikes of any kind (whether national, State-wide or specific to the Supplier), as well as production bottlenecks, the lack of the required import/export licenses or import/export authorizations of the authorities lack of qualified personnel, lack of material, or financial problems on the part of the affected Party and (2) any impacts resulting from or related to coronavirus/COVID-19 or any variants thereof.

**19.2.** The Party affected by a Force Majeure Event shall immediately inform the other Party in writing and shall take all reasonable steps to mitigate the consequences of such situation, in particular to avoid or limit any potential delay in delivery of the Goods and/or execution of the Services.

**19.3.** The Supplier shall not be entitled to seek Force Majeure relief under the Contract and/or the Order(s) on behalf of its own suppliers and/or subcontractors delays, except to the extent that the relevant supplier/subcontractor is itself subject to a Force Majeure Event covered herein and Supplier cannot reasonably circumvent the effect of the supplier/subcontractor's default or delay in performance through the use of alternate sources, work-around plans or other means.

**19.4.** During any Force Majeure event affecting Supplier's performance, Purchaser may, at its option, purchase the Goods or Services from other sources and reduce its delivery schedules to Supplier by such quantities or require the Supplier to provide Goods or Services from other sources in quantities and at times requested by the Purchaser at the price set forth in the Contract.

**19.5.** If the Force Majeure event lasts more than thirty (30) days from the notification from the Party suffering from Force Majeure to the other Party, both Parties shall meet to determine the conditions of the implementation or the termination of the Contract.

#### **20. N/A**

#### **21. SUSPENSION – TERMINATION**

**21.1. Suspension.** The Purchaser may suspend the performance of the Contract at any time through notification made by registered letter with acknowledgement of receipt sent to the Supplier. If and to the extent that the suspension exceeds three (3) months, the Supplier may claim compensation that shall be restricted to the additional reasonable and documented expenditure that has been directly caused by the suspension.

**21.2. Termination for cause:** Either of the parties may terminate the Contract, without prejudice to the exercise of its other rights and remedies, in the following cases:

- a) suspension pursuant to Article 21.1. for more than six (6) consecutive months starting from the date of notification by Purchaser;
- b) If an event of force majeure occurs that is of such a nature as to delay the performance of the Contract by more than three (3) months, without further formality other than the dispatch to the other party of registered letter with acknowledgement of receipt or.
- c) The other party fails in any of its obligations under the Contract and shall not have remedied this default within fifteen (15) calendar days following receipt of an official notification sent by registered letter with acknowledgement of receipt from the non-defaulting party.

**21.3. Termination for convenience:** The Purchaser may terminate all or any part of the Contract, for convenience at any time by giving a reasonable prior written notice, by sending a registered letter with acknowledgement of receipt to the Supplier.

**21.4.** The Purchaser may terminate the Contract in the event of termination of the contract existing between the Purchaser and the Customer.

**21.5.** In the circumstances covered in Articles 21.3 and 21.4 above, the Purchaser will pay thereafter to Supplier the following amounts in full and final settlement: (a) the Contract price for all Goods and Services that have been completed in accordance with the Contract and not previously paid for; and (b) the actual, direct, reasonable and justified costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods or Services under the Contract until the termination thereof, to the extent such costs are duly documented,

reasonable and justified and that the Supplier has otherwise no other means of avoiding or recovering them. In no case may this compensation exceed the amount of the Contract.

**21.6.** The Supplier shall introduce into its own orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof.

## **22. TAXES AND DUTIES**

**22.1.** The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the Goods and/or the performance of the Services.

**22.2.** The Purchaser shall have the right to deduct from the payments due to the Supplier under the terms of the Contract, any taxes or levies, and similar charges if the Supplier fails to remit to the Purchaser the necessary certificates covering exemption from such deductions.

## **23. ASSIGNMENT AND SUB-CONTRACTING – CHANGE OF CONTROL**

**23.1. Assignment:** The Purchaser may assign the Contract or any part thereof to the Customer or successors in interest of the Customer, or to any Alstom Group Company upon written notice to the Supplier. Under no circumstances may Supplier transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including, without limitation, any right of payment), whether directly or indirectly, nor by merger, acquisition or contribution to a joint venture, or otherwise without Purchaser's prior written consent.

**23.2. Subcontracting:** Supplier will not subcontract any of its obligations under the Contract without the prior written consent of Purchaser. Any such consent of Purchaser will not release Supplier from, or limit, any of Supplier's obligations under the Contract.

**23.3. Change of Control:** Change of Control (hereinafter "**Change of Control**") shall mean the acquisition by a third party of direct or indirect control of the Supplier. A third party shall be deemed to control the Supplier if it, directly or indirectly:

1. holds a majority of the voting rights in the Supplier;
2. has the right to appoint or remove a majority of the Supplier's board of directors, supervisory board, or any other body in charge of or controlling the management of the Supplier; or
3. has the right to exercise a dominant or decisive influence over the Supplier.

**23.4.** In the event a Change of Control of the Supplier is envisaged, the Supplier shall:

1. promptly give Purchaser prior written notice of such event identifying the potential investor/acquiring party, the contemplated modification in the share capital composition, or any other change; and
2. provide any relevant information to Purchaser during the Change of Control process; and
3. provide the Purchaser with the commitments taken by the acquiring Party to ensure the proper execution of the Contract and to commit to indemnify the Purchaser of all negative changes which could occur from this change of control.

**23.5.** The Purchaser may terminate the Contract in case of a Change of Control or a merger involving the Supplier, through absorption by a third company, creation of a new company, demerger, partial asset transfer or any other operation involving integration or restructuring, subject to giving prior written notice of one (1) month to the Supplier.

## **24. COMPLIANCE WITH LAWS AND REGULATIONS**

The Supplier shall comply with all laws, rules, regulations and/or standards of the country of destination applicable to the Goods and Services and in particular with the following obligations as set forth in this Article 24 which are essential obligations to the GPC, the Contract and/or the Order:

### **24.1. Ethics and compliance**

#### **24.1.1 Legal and Ethical Compliance**

The Purchaser requires its suppliers and contractors to strictly comply with all applicable legal requirements relating to their activities and business environment including especially those designed to prevent bribery and corruption, and the Supplier/Contractor agrees to comply therewith.

#### **24.1.2 Alstom's Ethics and Sustainable Development Charter**

##### **24.1.2.1 Ethics and Sustainable Development Charter**

The Supplier hereby acknowledges having read and having full knowledge of Alstom's Ethics and Sustainable Development Charter set out by the Purchaser and incorporated into this agreement by reference and available on the Alstom web site at the following address <http://www.alstom.com/fr/engagements/ethique>

Supplier agrees to comply with said provisions, and to ensure, when applicable, that each entity of the group it belongs to and any of its vendors, suppliers or subcontractors will comply with such provisions.

##### **24.1.2.2 N/A**

#### **24.1.3 Corruption**

**24.1.3.1** The Purchaser prohibits all unlawful payments and practices and is fully committed to the elimination of corruption in its business transactions. In addition, the Purchaser prohibits facilitation payments. The Supplier shall comply with all applicable laws and regulations on corruption, bribery, unlawful business activities and extortion. The Supplier shall never make or approve an unlawful payment to anyone under any circumstances.

The Supplier warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of the Purchaser or Purchaser's customer, or made any gifts, entertainment or any other non-monetary favours or other arrangements in violation of Alstom policy or the law.

Any breach of this Article shall be considered to be a material breach.

##### **24.1.3.2 Audit Rights**

In the event of suspected corruption, the Supplier shall permit Alstom's authorized accounting representative to inspect the Supplier's accounts and records relating to the services provided or to this Agreement. The Supplier's obligation to allow inspection of its accounts and records shall continue for a period of 2 years after the expiration of this Agreement.

##### **24.1.4 Conflicts of interest**

The Purchaser expects the Supplier to identify and avoid situations where there is an actual or potential conflict of interest and the Supplier agrees to comply therewith. The Supplier must disclose any actual or potential conflict of interest. The Supplier employees are prohibited from accepting kickbacks or bribes of any form.

##### **24.1.5 Gifts and Hospitality**

Purchaser's policy limits its employees' ability to accept gifts and hospitality. Gifts and hospitality are acceptable only if they are of reasonable, modest and symbolic value, occasional, transparent, and can be reciprocated. The Purchaser requires the Supplier to refrain from offering gifts and hospitality to the Purchaser employees and to refuse all gifts and hospitality that would not correspond to those criteria.

#### **24.2. Export control and trade sanctions**

In performing its obligations hereunder, the Supplier shall comply with all applicable trade sanctions regulations, or similar requirements establishing export controls on goods, services, software, or technology. Such regulations include without limitation: (i) the U.S. Export Administration Regulations (EAR) which are administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the European Council Regulation 428/2009 (as amended) and (ii) the economic sanctions implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the EU, the Government of Canada, the French Republic, the Office of Financial Sanctions Implementation of Her Majesty's Treasury - United Kingdom (UKHMT OFSI) and/or the Hong-Kong Monetary Authority (HKMA).

The Supplier represents and warrants that neither itself, its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned person (i.e., listed by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform the Purchaser by written notice without delay and the Purchaser may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier. The latter agrees to irrevocably waive any and all claims against the Purchaser arising from the suspension or termination of obligations pursuant to a sanctions event.

The Supplier shall be responsible for obtaining any required authorizations for exports or re-exports as defined in such laws, regulations and orders.

The Supplier shall provide the Purchaser, upon the latter's prior request, with a certificate of compliance confirming acknowledgement of and compliance with the applicable export control regulations. The Supplier is responsible for the accuracy of the delivered information for all supplied Goods.

#### **24.3 Data Privacy**

Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of Act No. 78-17 of 6 January 1978 as amended and the GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC), hereinafter together referred to as the "**Data Regulations**". In accordance with the Data Regulations, the processing of personal data is highly regulated.

As a result, the Purchaser requires the Supplier to comply with this regulation. The same is true for their possible subcontractors throughout the Contract.

## GENERAL PURCHASE CONDITIONS OF GOODS AND/OR SERVICES (Simplified Version Direct Domains)

Version is available on line under the link : <https://www.alstom.com/suppliers>

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Each Party thus remains responsible for the databases containing the personal data it has collected on its own behalf and undertakes to comply with the Data Regulations.

Within the framework of the Contract, each Party shall be informed that personal data collected by the other Party may be processed, whether or not by automatic means, on which each Party acts as data controller. As such, data subjects concerned by such processing may exercise their rights regarding their personal data within the limits of the Data Regulations. The purpose of data processing is the management and monitoring of the performance of the Contract, commercial relationships and communication on the Parties' activities. Any breach of this data may therefore be considered as a serious breach, which will entitle the Purchaser to terminate the Contract as per Article 21.2 to the detriment of the Supplier, given the seriousness of the breach of their privacy and the heavy penalties imposed by the Data Regulations.

### **24.4. Environment, health and safety**

**24.4.1.** The Supplier and its staff (and/or any sub-supplier and/or subcontractor) shall comply with the laws and regulations in force related to protection of the environment, the health and safety instructions applicable to the Goods and Services performed pursuant to the Contract and especially, if appropriate, to the Goods and Services performed on any Site by the Supplier.

**24.4.2.** The Supplier and its staff (and/or any sub-supplier and/or subcontractor) shall also comply with the internal rules at the Purchaser and/or Customer's site(s) where it may have to work for the purpose of performance of the Contract including EHS rules and requirements, as applicable. In case of conflict between different EHS requirements, the most stringent standard shall apply.

**24.4.3.** In the event of presence or activity of the Supplier (and/or any sub-supplier and/or subcontractor) on any Purchaser and/or Customer Site, the Supplier, and any sub-supplier and/or subcontractor, as the case may be, shall ensure appropriate personnel training and qualification and submit any proof relating to such qualification upon Purchaser's request. Additionally, the Supplier shall consider any hazards associated with Site conditions, installations and/or machinery nearby.

**24.4.4.** If the Supplier's staff (and/or any sub-supplier and/or subcontractor) fail to comply with any of the laws, regulation and or internal rules mentioned under this Article 24.4, the Supplier shall, upon Purchaser's request (i) replace its staff member or the staff member of its sub-supplier and/or subcontractor, responsible of the breach, and/or (ii) the Supplier to terminate its sub-suppliers and/or subcontractors contracts. In addition, the Purchaser may terminate the Contract for Supplier's default. The Supplier shall indemnify and hold harmless the Purchaser, its affiliates, officers, employees and agents against any and all liabilities, claims, expenses, loss and/or damage which may arise as a result of the breach of its obligations and/or warranties under this Article 24.4.

### **24.6. Hazardous substances**

**24.6.1.** The Supplier undertakes to strictly comply with all applicable laws and regulations on hazardous substances, at the place of origin and at any temporary and final destination of the Goods or any part thereof pursuant to the Contract.

As such, the Supplier acknowledges having read and being fully aware of the "Instruction to Suppliers concerning the placing on the market and use of hazardous substances" adopted by the Purchaser and currently in force which is available on Alstom Supplier Portal at the following address: <http://www.alstom.com/supplier-portal/>. The Supplier further undertakes to respect the principles thereof and represents and warrants that the Goods to be supplied to the Purchaser shall not include any hazardous substances, elements or waste of any kind that are prohibited by law or regulation at the place of origin and/or any temporary and/or final destination of the Goods or any part thereof pursuant to the Contract.

**24.6.2.** The Supplier represents and warrants that it shall not in the course of any activity arising in connection with the Contract cause any of the Purchaser's employees or representatives or any third party authorized by the Purchaser to act on its behalf to be exposed to any such hazardous substances, elements or waste as specified in Article 24.6.1 above, whether at the Supplier's premises, workshop, manufacturing sites or at any other location.

The Supplier shall provide the Purchaser in writing with all indications, instructions, warnings and other necessary data in order to comply with the legislative or regulatory provisions applicable for health and safety considerations.

## **25. APPLICABLE LAW – DISPUTES**

**25.1.** The Contract shall be subject to the laws of the Province of Ontario, and the laws of Canada applicable therein.

**25.2.** The Parties shall use their best efforts to amicably settle any dispute arising out of or in connection with the Contract. If no amicable settlement is reached between the Parties within thirty (30) days from the date of notification of the dispute by one Party to the other, then the dispute may be referred by either party to arbitration in accordance with the Rules

of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The proceedings shall take place in Toronto, Canada. The language of such arbitration shall be English. The award shall be final and binding upon the Parties and judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

**25.3.** Application to the Contract of the United Nations Convention on contracts for the international sale of goods, signed in Vienna in 1980 is expressly excluded.