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

V1 - January 2023

1. PURPOSE

The purpose of the present general conditions of purchase of goods and/or services (hereinafter the "General Purchase Conditions") is to be part of the Contract that will define the terms and conditions whereby any of the ALSTOM entities which have their registered office in Italy (hereinafter the "Purchaser") entrusts the supplier (hereinafter the "Supplier"), who accepts it, to supply the equipment, parts thereof, other goods and/or any other deliverables including Documentation and Software (hereinafter the "Goods") and/or services (hereinafter the "Services") under the conditions as defined under the Contract. The Purchaser and the Supplier shall be hereinafter referred to separately by "Party" or jointly by "Parties".

2. FORM AND CONTENT OF THE CONTRACT

- 2.1. 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, agreed in writing (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 or if applicable to any purchase agreement for which the present General Purchase Conditions are part of, in numbering or alphabetical order as applicable.
- 2.2. All documents other than those covered in Article 2.1 shall not be applicable between the parties to the Contract, unless otherwise stated in the Order or in the Specific Purchase Conditions.

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 receive ni the Alrev Unit in Asset Continuous of the ordines and/or Service of S thereof whether by electronic means or otherwise. However, and if not returned within this **Version is available on line under the link**: period, the Contract shall be considered to have been concluded based on the preliminary discussions.
- 3.2. Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall be construed as definitive acceptance of the terms and conditions of all the documents stated ienAdiridenhants/upgrades thereto and associated Documentation including technical **3;3**c.ifichleisinstated phoessishow thia Grantis) carthéodathe of environs puroto ded carte energial stall poinstitute the startage peaks fraitily elperforment of time by the Submitter of its following sould be the Gratine twith the timetable for performance defined in the Contract. In any event the Supplifier Contrast shall expire his bepart of three bilighter of the other three bilighters of the other three bilighters of the other three bilighters of the other bilighters of the other three bilighters of the other bi performed ce deadlines may only be extended or reduced through an amendment to the Contract, in accordance with the provisions of Article 5.2.
- 4. PERFORMANCE OF OTHER CONTINUED delivered in a state of full completion with the to an Gland Industry preastices: (any operation and maintenance manuals, drawings, **teat cult**ations supplimisated laper fologist helia constrast virito items degrades of skillinger docilingen centarion of poudemoityvbirbificatek) testorældytajnbilbrolinlardiynbje expliritatekfrorin ariskiljed;psyteriented eladsification literature literature in a contrata literature de la contrata literature Source Indices relations of 129/12003 indext are considered a sand/established relation ference where in instractions Regulations S'EAR'S Decreantage of NES objete corden by Ma Expert Control Classification Alumber ("FCCN"), or U.S. Munitions, List category ("USML") of tapplicable) export authorizations and licenses. Harmonized Tariff Code - and any such other documents defines the quality expectations by the Purchaser so as to enable the Supplier to determine required under the Contract and/or applicable Laws) associated therepyth as well as all appropriate actions that it may require to be carried out. The Supplier shall ensure that its instructions, recomprend adjoins and other indications necessary in order for them to be used sub-suppliers and/or suppontractor, manufacturing processes shall comply, with correctly and under the appropriate safety conditions. The Supplier shall also furnish such pontractual requirements, applicable regulations and delivery as the polylodistry. Practices nably require.
- If so required by the Purchaser, the Supplier shall submit any such Documentation to the 4.1.2. The Supplier shall be responsible for implementing all the necessary resources for Purchaser with sufficient time for review and approval by the Customer, in accordance with the performance of its obligations under the Contract, with nie exception of those specifically the time-lines agreed between the Purchaser and the Customer. Where the mentioned in the Contract as being under the responsibility of the Purchaser. The Supplier bocumentation provided by the Supplier is not compliant with Purchaser, so contractual shall have all of the materials and tools needed for the performance of the Contract and requirements the Supplier, must make the necessary modifications, and indemnity the shall allocate qualified staff, in sufficient numbers to perform the Contract within the Purchaser for any costs, liabilities or penalties incurred to the Purchaser due to the delays or contractual, deadline. The Supplier shall ensure appropriate personnel training and upalification and subgrit any proof relation to socious qualification in the delivery schedule in case of any revision. qualification and submit any proot relating to such qualific adjustment of the delivery schedule in case of any revision.
- 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

Within seven (7) days at the latest of the Contract coming into force, the Supplier shall appoint a staff member as a project manager and shall inform the Purchaser accordingly. The project manager thus appointed shall be responsible for directing the operations necessary for the delivery of the Goods and/or the performance of the Services and shall be solely entitled to give instructions to the Supplier's staff who is responsible for the performance of the Services on Site. It shall be the Supplier's contact person for the Purchaser.

4.1.3. The Supplier shall request from the Purchaser in a timely manner, any approvals and instructions needed for the correct performance of the Contract. For its part and as the case may be, the Purchaser shall make available to the Supplier the materials and/or perform the works identified in the Contract. It shall 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

Stimulated in the Contract

4.2.1 The Supplier shall perform its quality obligations as defined in the Contract and continuously in accordance with the principles set forth in the Supplier Quality Manual. The Supplier Quality Manual defines the quality expectations and actions required by the Purchaser. Supplier shall use Alstom Supplier Quality Portal at all time during the performance of the Contract and/or the Order.

Qualification: 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. All corrective actions rendered necessary to reach satisfactory qualification must be put in place within the time frame agreed with the Purchaser and in any case no later than 6 months upon Purchaser's observation of non-compliance with qualification requirements.

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 subsuppliers and/or subcontractors.

4.2.2. The Supplier shall implement an appropriate and recognized quality assurance

programme and quality control plan for the execution of the Goods and the performance of

the Services and shall satisfy itself and the Purchaser by means of appropriate measures that the Goods and/or Services conform to the requirements of the Contract and https://www.alstom.com/suppliers shall keep such plan up-to-date throughout the whole cycle of the Goods production and V1 – January 2020 Provices performance. The Supplier shall perform all tests and inspections and/or provide, within forty-eight (48) hours upon request, all reports and certificates as required under the Contract and/or as the Purchaser may reasonably require. To the extent the tests are related to the Goods validation, the Supplier shall provide the Purchaser with timely Poteblasien of any hedder testings auselithe Muireblasier and Vosephic third parties utbliggseed by the Brundsaisen at hall belight talled for lattered the sent tests of Time Grosations have easily or delivered content Berichasen varithfout abiliospection and the ease by the Purchaser, unless the Purchaser waives Auchdiosprection paint or least en Tobu Singeliev shall sapptide fand the Europe tressprins toler feet toe controller Cobyrany shift subrevippliers deal/outsubsopplier for removal into the l'Contracte persont in a formation three quality en equity relativity relativity and springial est forth in the liquid entre and th **Sentional** Actify the Purchaser of conflicts with existing data or instructions provided by the **PARA** The test Aball baje efformed it is a continuous to the test and the test and

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4.8.4. Thes Pulitheaser, proteed cases bare respectified in the actor present appropriate the stable semant has Poychase make early controlling posit that his the sistends enchange to the sprenties and here the Confidence of the contract of ensupitathe-coarest performantin by dar Grupplien of Historian Potrubles blight attributes. The province of the coarest performance of the coarest performan shalled litain rights in their premises, for the **Purchaselity Portal** In order to facilitate collaboration and transparency with its suppliers, The Suppliers half as ordentely percedy one ball supplier that its is a beautiful contact of the suppliers and associately percedia. anyndefinitsateleting itbetheefen odsrehelder final vieet nortied dupping the letter emportiers educates date/eliadies/Profects/nstified if elias/clina anurchasencessions/inventseperfielt/benoemmunicated by the Grands and Ser Singstier and made available to the latter on the Portal. Any response 6-2-2 m The Supplier by the Group method and collective to the Company of the Company of the Collective to the Company of the Collective to the Collective t 4080 Dutalisation and change of mailufacturing process Software updates, and 4.8.1. The Parties shall cooperate to localize all or part of the manufacturing of the Goods

and/or performance of any portion of the Services in areas enabling the Supplier to maintain or improve its competitiveness.

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having finalised the adjustment to the Change Order. 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.

Once the Supplier's design of the Goods is frozen and final, the Supplier shall not be entitled to make any change to such design thereafter without having obtained prior written agreement by the Purchaser. The Supplier shall indemnify and hold harmless the Purchaser and the Purchaser's Customers from and against any and all claims, liabilities and expenses arising out of or in relation with any change made to the design of such Goods after the design thereof is frozen.

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, care and custody; 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.** Any damage or deterioration that such materials may suffer due to improper use or negligence by the Supplier shall be repaired at its cost. Without prejudice to the other rights of the Purchaser, the Supplier shall return such materials upon first request.
- 6.4. Legal ownership in and/or the right to dispose of any such Purchaser items shall under no circumstances pass to the Supplier. Upon the Purchaser's request, and without prejudice to Purchaser's rights under the Contract, the Supplier, without delay, shall allow the Purchaser, and/or any third party mandated by the Purchaser, to enter any premises of the Supplier to repossess any such Purchaser items or any part thereof, including as applicable severing any such Purchaser items or parts thereof from other property.
- 6.5. Ownership of tools BENERALE PURCHASE CONDITIONS OF BURNIOUS SERVINGES (15:03-17) TOOLS SERVINGES purposes of the Contract such as models, moulds, jios and fixtures, accessories or others, wersion is available on line under the link: 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 January 2023 as feasible the Non-Conformity, its consequences, the of the Contract at the latest.

7. DELIVERY - TRANSPORTATION - PACKAGING

9.1.2 howlest reighbored spherolastic inflation collating the remarkles from trians at the Several browstrall bealtaturalamentanden, usmepaickaging-suktablenta) the that pure of the helicological northern pure antides thetiseretyrapedriontegrity. diserted by extilestaty since delivered. Added Tax per week's delay, limited 76.2 hMV/pare denarésia%) ou special tatipulation tine Chom Cantractus () velotiventes Added Taxon Eises strantion redeling thes insentioatte shall idea om a fige "Falkieve food that vibration" ("Leate" naccording to In action in the Section and Percentage of Section 1997 in the Section of Section 1997 in the Section 1997 theoriem As optineat the geographical bireator "Freat Gerring" ("FGA") left an enteringe, 2020). Partises in the Parties are located in different continents or geographical areas, **902/Other Gold Institutes** Supplier with the Goods packed, marked, loaded, lashed and Secherophina biosofolope from that the (Proise) as eight helipibility parking bilizational king the struise ions HAS CESAR ESTATES CLAMBACH REPORT STANDARD THE PROPERTY AND A PROPERTY AND A PROPERTY AND INCIDENCES AND A PROPERTY OF THE PROPERTY AND A PRO The Guseller about not require the thought of the Purchaser, unless the Purchaser waives such right of release. Should the Supplier proceed with such deliveries 9/8 Territis of application consent, the Supplier shall reimburse the storage cost incurred by The Burphastriese and noutral literary and delivery cottons agreed to delivery datasequently are not Bellusive of they Geores Is half not be a see in edittle bave under rede it the accordance in orthology. penaphiast durith call the sterrors and condition by of the PC outlesset; will esse the lifturch assenies are sale. Correct and viscon askita compensation for any loss suffered.

7.3. Any delivery of Goods shall be accompanied by the Supplier's delivery note, dated, **beamone compession concentration control of the details of the Goods** delivered when the parents of the parents at the parents at the parents are specificated as the second and the parents are the second and the parents are the second and the parents are the second and the second are the second and the second are t transported one date of dispatch has evenly as the salvivage on cumbicle order information. with the iPcelevaser/Texperpoliens and Iteratise with the Quality Joy, sepa Petroletter, an approject talk doparnentherher Perdelaxerys department to a sidewed to an Orderving been made.

7042 The Gispplier, shall Platinesses pastrofeth the bright (the Desquinentation astispecified lander Acticle the reject that 96600 and over the free licendeses of Siever contribution that the different end committee that Palethase of all (including a Rock insentiation language of a messand approximation of a particular transfer of the contract of the contr 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 22. In all cases, the totality of the costs

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. If the Contract includes the carrying out of tests on the Goods after its receipt by the Purchaser, then the Goods shall not be deemed complete until such tests have been passed to the satisfaction of the Purchaser.

Any approval of a test by the Purchaser, any Purchaser inspection shall in no event relieve the Supplier from any liability nor imply the Purchaser's acceptance of the Goods and/or

7.6. 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 defined in Article 4.3. The tests report shall include the configuration of the elements being subject of the relevant test.

Where the Contract provides for an acceptance procedure in the presence of both Parties, at the end of such procedure, the Parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or result of the Services with the terms of the Contract and particularly with the requirements of Article 4.1. Such acceptance certificate shall be produced in two (2) originals.

Signature of the acceptance certificate without any reservations by the Parties shall authorize the Supplier to invoice the Purchaser under the terms of payment due on

The Purchaser may pronounce the acceptance of whole or part of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances under the sole assessment of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the certificate within the deadline that it is stipulated therein. In such case all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both parties that the Goods and/or Services in question have been made compliant.

7.7. Concessions (or Waiver) Should Supplier identify or have good reasons to suspect a Non-Conformity prior to the delivery of the Goods or performance of Services that may seek a Concession from Purchaser to deliver the Goods or Services. Any given https://www.alstom.com/suppliers Concession may only cover a single type or Non-Conformity. Supplier shall, in its Concession

corrective or curative measures and the planning for their implementation to be carried out by the Supplier.

Delivery by Supplier of the Non-Conforming Goods and/or Services shall be conditional alpen of the prioring and the Scance spinning (B) rehasens afform discretional discretional discretions and the prioring and the spinning of the prioring and t Sourcession shabbe without the reduced to reduce the reduced section in the reduced the Choodinal cliverese subjects to the Construction of the Goods to the maintainability and Should biffurchasing ments the officers in one invoice a lump sum amount of one tinousino and specific testion as an administrative fee.

The present obusetis further related directific Supplier Quality Manually be required for the homologation by the Customer of the Goods in its operating conditions. These tests will be **& PELAX** t in accordance with the technical specifications as set out in the Contract.

\$11.4 Tante Paret thas existence a Dalivetien that be done within the itis revene triffed location control or The critate(s) condeadlines, Surphice perfeating plean of the Services education delay and of the Goods anet is really their devast sistemes compulsions and whether their complications is a rectificable property of the computer of **Control** in respect of the Equipment, being understood that Supplier shall provide Puz-clitaber deliverall of the in-Gendation of velocity and continued the continued of the then supplies shall the tiffy utipen Perrichaser accordingly immediately in writing. The notification shall include the Supplier's proposal for acceleration of the progress to achieve the delivery dats(T)ed/Inical ressistance diting grover cests hall include the use of additional manpower and Praterialer multipolegoleist Suppliere beanderwork, take positrin rohealist sof Mountainogt Inspections ainftréighte). Throchosta no fithe na incele ratio re poigneures, shall be datition aby char four policin aus de (suicle established that that that Pure Pasces is responsible for the delay and shall specify in writing the meabilities it Saspilies steal our printeses in order to minimize the consequences of such delay.

- phone assistance from Monday to Friday, seven consecutive (7) business hours per day, 9. **PEMALTIES** period starting from the delivery date of the pre-serie Goods end ending on 9.1.h Penalties for itelay ate of the last delivered series equipment;
- 9.1 de lifthea Sassiphian feil outer in morphy my into the zlajte consideration en ferminal auterior production of sinds and contract, except for reasons attributable to teelPhicahassistanelettepus entitleettoo enalvanentaltissis vultainut ninya eina efficialla yeificatides from implement and identical released and been reliable been been been been been parts on Customer's sites.

12. TRANSFER OF TITLE-TRANSFER OF RISKS 12.1. Transfer of title

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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, or when they are disclosed orally or more generally in an unwritten manner, by identifying as confidential at the time of disclosure and by reducing it in writing or other tangible form and marking as confidential within one (1) month after disclosure, being agreed that within this period, information disclosed orally or in an unwritten manner shall be deemed to be a Confidential Information furnished by either Party to the other, in the frame of the Contract. Confidential Information shall remain the disclosing Party's property.

All copies of such Confidential Information in written, graphic or other tangible form shall be returned to the disclosing Party upon request at any time or shall be otherwise disposed of as directed by the supplying 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.

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 not the disclosure the same:
- -is independently developed by the recipient Party;
- -is approved for release by prior written authorization by the owner of the Confidential

GENERAL PURCHASE CONDITIONS OF GOODS AND/OR SERVICES (SPANDASE WEISTON DIFFERENCE TO INSTRUMENT SHAll be limited to one (1) -is obliged to be produced (after notice of the disclosing Party whenever it is possible) under **Version is available on line under the link**: applicable law or regulation including any order of a court jurisdiction or an arbitral award.

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 strandardszelpinegutóropreputer se Guritals andréspesenlikélyczó zefatling aidcopy paterekelcking, to withoutful pransferable liggester to to see the liberate disruption estate system is aperation, and traffered all numbers and the data and ize deltakes that it airll or haply with suiched gulation and her Supplifies, particularly warrants and represents that he is properly audited and certified using usce: Resalts ands such as but not only ISO/IEC 270.32:2012, ISO/IEC TR 27103:2018, 16902/1ECR22006/, 4691/1662220001.n1690/4666n220002m169021666, 2129006.1E6C1692/41/41rannidu3 selevante logatelanvanatrab pitauliationsetconcerningo intransurata borace di iglesi contamon de malicat seciaridysefialettarizktands informateidijesykstems lacvoss talde Estropeeand dolipment and services 1840-2023 The Ebupathikary yndertrakes inverte cassalest opeally Pour baser égant the saction einsate pals and dattatherespast provided theabupplied asi pusted by oight nated dopped, pasase domac quided it by three PGRV. John Contract unifor the Acted Color activities results essent the connected excitored pringeray on the Characteristic information reysteres renegation developed these GPC, the Contract ascize the Occipile (Signishaseh Patari) haser, on an exclusive basis, all intellectual property rights all theopsothet accepted able the deprive experience and the contract better the contract and the con Retails protected of all relevant ones an authorised accasional user by national party ventrous soc deating applicable about the learnest energy.

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15.2.5 The Purchaser shall be solely entitled to decide to protect the Results, in whole or in

(i) action taken using computer networks that result in an actual or potentially adverse effect on the Supplier's information system and/or Purchaser Data residing on that system ("Cyber Incident"); or

(ii) any other unauthorized access or use by a third party or misuse, damage or destruction by any person ("Other Incident"),

the Supplier shall:

- (iii) notify the Purchaser in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident); and
- (iv) comply with any directions issued by the Purchaser in connection with the Cyber Incident or Other Incident, including in relation to:
- a) notifying the relevant body, as required by the Purchaser;
- b) obtaining evidence about how, when and by whom the Supplier's information system and/or the Purchaser Data has or may have been compromised, providing it to the Purchaser on request, and preserving and protecting that evidence for a period of up to twelve (12) months;
- c) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
- d) preserving and protecting Purchaser Data (including as necessary reverting to any backup or alternative site or taking other action to recover Purchaser Data).

14.2.5 The Supplier shall ensure that:

all subcontracts and other supply chain arrangements, which may allow or cause access to Purchaser Data, contain no provisions that are inconsistent with this Article 14.2; and All employees, affiliates, contractors, sub-suppliers, vendors, sub-contractors, internet service provider; cloud service providers and all providers of the Supplier in relation with the scope of this Article 14.2 who have access to Purchaser Data comply with the provisions of

14.2.6 Upon prior written request by the Purchaser, the Supplier undertakes to make available to the Purchaser all information and all assistance necessary to demonstrate compliance with the obligations laid down in this Article 14.2 and allow for and contribute to audits, including on-site inspections of the Supplier premises or of those of all its subcontractors or suppliers/providers, conducted by the Purchaser or a third party

per year, and the Purchaser shall give notice to the Supplier of at least thirty (30) days prior https://www.alstom.com/suppliers to the beginning of any on-site inspection. Prior written notice of audit may not be given in 14.1.5 Subject to the provision of the above paragraph, these obligations of confidentiality January 2023 the audit is initiated by relevant authorities or in case occurred a Cyber Incident or another Incident.

14.3 Access to the Purchaser's IT system

For any access to the Purchaser's information system, and when authorized under the Contract!HaseSurppliedishap!locresply/loand she!Upirocutrictsopersexpeelse. The Phylchaiteral! tall; security heo solitions 's pecificated the chearfortheal by the objects of applicability is undecessable. concerned and to the Purchaser's IT system, which hasvas. LeeSh could an vinited lectural variety per principle anyoinstance infringement and be upheld The feugoliers is law throughout by althe Prorection entre has established by a transfer of the Providence of the Provid striper setent interessing itemperformitted Contract amendment or replacement shall not affect The Supplier shall not use perform a re-arrors some and the strain the strain of the s dsly awind Party Right Purchaser. The Supplier shall take all the necessary precautions so tisettheworld the neededuction and celement your cut this secure intellegate although the polatical by steeming upplied to the Priech as explination bad oper the appropriate mise autres if all in revision to oftseiclpantly rest the exposposter tend the extent of the third party rights and shall remain responsible vis-à-vis this third party. It will make sure using such element does not limit **A5** IT INTELLEGITUALS REPORTED Ensed to the other Party by the Contract.

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15.1.2 If bee Printate secretor exemptes is port of the siveness executable the contradictions cts consistent at half yet project of the supplier of the supp Background tradicing elements and other data provided or paid for by the Resistance supplied and the Deposit solve purpose of please many defendance of the Deposit 14-ale-alismo-Stueptiscrovantojeta that Housings (504) days illhonaidh sins soan de aristeratolael ease; exclusiveranely wershord ellicensel to what began policine Background the essentificate pleases or update, Supplier shall provide the escrow agent with an accurate and complete description of the Deposit Materials.

15.5.4 Upon written request of Purchaser to the escrow agent, the Deposit Materials shall

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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 (except to the extent the design is provided to the Supplier by the Purchaser and for which the Supplier disclaimed liability in writing), workmanship and material and (b) the Purchaser shall enjoy absolute and unencumbered title to the Goods and/or Services and any related materials.

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 set or product which incorporate 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 set by the Purchaser. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods on the Customer's equipment, depending on the case. 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 twentyfour (24) months from the date of the repair or replacement.

16.3. Any and all costs relating to the implementation of the warranty obligations of the Supplier as well as those relating to the corrective and remedial actions taken by the Purchaser in relation to the defect shall be borne by the Supplier. Said costs shall include, without limitation, logistics costs as well as the costs relating to the removal and mounting of the Goods on the Customer's equipment, as applicable.

16.4. Epidemic defects

For the purpose of this Article New 1997 AND/OR SERVICES (Standard Version Direct Domains) least five (5%) per cent of the Goods or a same defect affecting at least three (3 %) per cent of the Goods or a same defect affecting at least three (3 %) per cent of the Goods or a same defect affecting at least three (3 %) per cent of the Goods or a same defect affecting at least three (3 %) per cent of the Burker of circuit boards, components or electronic sub-assemblies delivered by the Supplier to the link in the supplier to the link in the supplier of the link in the supplier to the link in the supplier of the supplier to the link in the supplier of the link in the supplier to the link in the supplier of the supplier to the link in the supplier of the supplier to the link in the supplier of the supplier of the supplier to the link in the supplier of the Purchaser under the Contract, measured over a continuous period of twelve (12) January 2073.1 Supplier shall supply Goods corresponding exactly to the technical specifications as 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, implacelarar bassignal ellustitos intentricas quantos anathros ampa Groot da avointa actual subject efficial d Order(s), Table Supplier shall also bear the costs of the logistics, dismounting and mounting Stubplies that, the Goods (Intake ventrofinite pains of an Hapidalovici Refeatathe way ranticles that bevotering the trace Contract or Goods shall be extended for a period of twenty-four (24) monthscfroen than deterrotes circlinistic ningeof the directional kild marter or beloved an Teach of about ether duration of the warranty period for Epidemic Defect, the Supplier shall provide an analysis and rection plane to dregate the Equipment references and titled by either Purch as a control of the children and the control of the children and the control of the children and the children an maximumolperied by fixer(G), belisibility relays from xedd-epairing tog. This action plan shall be implemented withiten anasonaelia periodatiochekitoutuelly angezelungen verithen Rautiesy leaving regards of henain unain the activides pier bid estand recommended frequency for those main 16:5aReliability operations.

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16.6.1. Pariacipales he class from this tap; Contract, the Supplier shall provide the Purchaser, without am deldicional castio with an stock of echnicion agent spares (hereinafter "Consignment Stock"), lanabling the Studiolicinia facilitate the implementation politic politications regarding Wearrants, for defined tinahit spaidepales The different (repoice of allatte and abien unimplies) for างการคาย เดิมสายเสียง เราโลโลโลราทลมอยะกลกดะ of the Equipment sold to the Customer and be **agraphible Mife** the operation requirements and Customer requirements for availability.

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17.5 Integrated Logistic Support activities

With regards to integrated logistic support, Supplier shall deliver studies made during the design phase ("Studies") as well as the Documentation detailed in the Contract hereof and

In the case the Purchaser uses the Consignment Stock for other purposes, the Purchaser shall place an Order within a reasonable delay to replace the used parts.

In such case, if the parts are used to cure a Defect within the scope of the Warranty as defined in this Article 16, ownership of the said Parts shall pass, without extra costs, to the Purchaser.

16.6.2. Management of consignment stock. The exact content of this Consignment Stock as well as the packing conditions of the consigned equipment and/or parts shall be defined at the latest one (1) month prior to the first delivery, as provided under the Contract. The content shall be updated with regard to reference number and quantity by the Supplier to enable the after-sales service of the Purchaser and/or Supplier to start repairs within less than four (4) working hours from the notification from the Purchaser, throughout the warranty period as defined at this Article 16.

The Supplier shall define the content of a Consignment Stock in the frame of the Contract, based on its reliability analysis and number of maintenance sites and communicate it to the Purchaser

The parts and/or equipment contained in the Consignment Stock shall be identical with the parts and/or series of the delivered Goods in the frame of the Project. The Supplier shall update the content of the Consignment Stock in case of evolution of the series Goods.

The parts of the Consignment Stock shall be delivered at the latest upon the delivery of the Goods as provided under the Contract.

The parts of the Consignment Stock shall be delivered with a packaging enabling handling, storage and guaranteeing the integrity and use of parts and/or Goods during the warranty period defined in this Article 16.

The Consignment Stock shall be under the responsibility to keep and manage entrance and exit of the Purchaser or the Supplier if the Supplier is on the site.

The Consignment Stock shall either be stored in the premises of the Supplier or of the Purchaser or made available to the Customer at the option of the Purchaser.

Upon expiry of the warranty period defined in this Article 16, the Purchaser shall negotiate with the Customer that the latter acquire the remainder of the Consignment Stock. Should the Customer refuse to do so, the remainder shall be returned to the Supplier at its own

set out in the Contract, for a period of thirty (30) years unless otherwise agreed in the Contract, as from the delivery date of the last series equipment of the last order linked to a same Proiect.

18.1.748 HITMy time during this thirty (30)-year period, Supplier fails to meet this obligation: If a its hall inferent Programmer in varieting as soonisas it knows at safety expandes, its agents or representatives chasely to performing a stock of Goods to biolistic Purchasethe Contraturações distribus periodes durin los vitudin Sudin lice Pearty est un testa inscale ligar lices en shall be recoverable from unable from u information regardless of their support, to enable Purchaser to find alternative source of

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17/453u Sphieuld Sull publicair de cide tee péa seal brance factul refrec de valde af sotial diffshea Goods nitpatral do interthe Purchase the voiding stavelyel able as teleast (4.32) from (th) systems to he must be sadicessary Instriances policies for chall give risk Burnt discribition possibility of purblicasing asstance of Good disc applitedition as uppelle capital introduction of the control of th toglar doctuments and information for manufacture, sale, repair and maintenance of such Goods in strater itelantable that the contract anterest telegration that it is strater in the contract anterest into by Cufficture rand Custom ferafocial Projectuences of any bodily, material or immaterial 17.1.4 Shoulde Supplier intend to sell to any third-party any product involving any element owned by Purchaser personation Article assignmented Broperts bereineften allowed by Purchaser personation and the personal person shall first request Purchaser a shall pay to Purchaser a promideration control to the supplier shall (20%) use the text. All of the scale arise of italical reducts to the its urange years, indicating the reference number and the effective date of the #5:4-0 her lessey, 49-e cover provided, the amounts and deductibles, sub-limits, activities, Aateneder the overleter dassign has eighte conhered it tipe is supplied and in the overlet the overleter dassign has eight eight and in the overleter dassign has eight functionally require lantiapply representations.

For earlier of abligation clark through the confedence suppresent through the contract of the **27 This insurance** policy.

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· damage to the Supplies located in the factory or in any other location of the storage, assembly and/or test location, naming the Purchaser as additional Insured during

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Government, or any act of God, earthquake, terrorist acts and national strikes or labor disputes. For the avoidance of doubt, factory unrest and employee strikes of any kind (except as expressly stated above), 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 shall not be deemed to be Force Majeure events.

- 20.2. 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 possible delay in delivery of the Goods and/or execution of the
- 20.3. 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, unless the cause for such delays meets the criteria defined in Article 20.1.
- 20.4. 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, without liability to the Supplier, 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.
- 20.5. 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.

21. UNFORESEEABILITY

Taking into account the period of negotiations preceding the conclusion of the Contract which has enabled each of the Parties to commit in full knowledge on the terms of the Contract, the Supplier and the Purchaser, expressly waive to apply the provisions of article 1195 of the French Civil Code relating to the unforeseeability. Each Party therefore undertakes to assume its obligations and accept to bear all risks and consequence of any change of unforeseeable circumstances arising during the performance of the Contract which have rendered its performance more onerous than could reasonably have been anticipated at the time of the coming into force of the Contract.

- **22.1. Suspension**. The Purchaser may suspend the performance of the Contract at any Version is available on line under the link: 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 January 2023 be deemed to control the Supplier if it, directly or indirectly: Supplier may daim compensation that shall be restricted to the additional reasonable and documented expenditure that has been directly caused by the suspension.
- **22.2. Termination for cause:** Either of the parties may terminate the Contract as of right, With Supplie uside to whelever disatch its obtainer rights adopted the diestricath prinking of a senduct p) escribention putitivant tetrislative Decreformozes th/2000ix (G) drontesequiven manufes ditacting fremitteetheteoleseatificetions by in Mittels as not adopting procedures, in particular the model of a) distriction to of a final design and the contract of the co béglistaGoetDectrey moozesth/zoochren (B)sroomten, viriel Gutpfliethdectleresalitin/tethdes to ablithe dispeticly the threvisions party rafise pisteristal taste Decite and now please one new party as of now b) A describert nector fails an oarsoff with addigations predec the 1/2 or retnandochal motolepho the redigolishic illefault the thurch there (45) healered a technical their contract purchase to (45) healered a technical threit on the contract of the contr massifications seived by deep istered letter with acknowledgement of receipt from the non-**ประเมฆ่าAlstorn**'s Ethics and Sustainable Development Charter
- 28.3.2 eraintestion of gruscat metalier bevelop ment chartee ay terminate all or any part of the Chetsapplier herelenizationatile dyes he hingirie and hair import his novited ge of castnerely by Sethiding rad is gistair able to the well-bracket on Wardgeseen to by wheil Put actions of uppolience with cutted my inthorthis lagges memetapoe febilities and hevelikables entis balls also her losticited the fellowinate the Santreast land/or/the individual Order in case of a prefectural disclosures pursuant the Art. 11 of Italiane Presidential Decree 3 June 1998, n. 252, which shown that the Supplier is exposed Supplier infilteration contrator with their provisions, and to ensure, when applicable, that each aatay Tofet Reighausprit hayday sincatantha Gondfratsi verbloosy estipoliters ninatiub contractors tradit existiply with vsecht provisions ser and the Customer.
- 23.9. In the digital most Phages covered in Articles 22.3 and 22.4 above, the Purchaser will pay top Supplier hardy threefollowing expressions shight out or delication in (a) after worth rant assessioned Gelindscend/Sequiennethatobaveascenabhrapletodabheaccondemnethaster, teralicantracs applient proviously southforesponsibilitheister. The trapplice as a debtaken thiu stiffetheatthefre cests any prevessive do a vectiva tarial sanceutia debati Gruspali drivia francishio gritain Gaio displace prince uphde t the Contradither Colition at examily at idnet bedeafs), or idness teen trade a cost is even dially idap cover ted; ptassaablingarpoverend senous polyables able respectionable under senotis polyables able to senous polyables able to seno freedomting perintripled safety dependated politice posteris Goodfette and intratifere. Supplier has 25.1.3 Corruption
- The Purchaser prohibits all unlawful payments and practices and is fully committed to the elimination of corruption in its business transactions. In addition, the

otherwise no other means of avoiding or recovering them. In no case may this compensation exceed the amount of the Contract.

22.6. 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.

23. TAXES AND DUTIES

- 23.1. 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
- 23.2. 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

24. ASSIGNMENT AND SUB-CONTRACTING - CHANGE OF CONTROL

- 24.1. Assignment: The Purchaser may assign the Contract or any part thereof to the Customer or successors in the 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
- 24.2. 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. Supplier warrants and guarantees that any such subcontractor's performance will satisfy all requirements applicable to Supplier under the Contract, and the Supplier undertakes to be responsible for the acts or omissions of any sub-suppliers and/or subcontractors of any tier, its agents or employees, as if they were the acts or omissions of the Supplier.

The Supplier shall ensure similar restrictions are cascaded to its sub-suppliers and/or

22. SUSPENSION - TERMINATE AL PURCHASE CONDITIONS OF GOODS AND/OR SHOWLESS (Standard Version Direct Domains)

22.1. Suspension. The Purchaser may suspend the performance of the Contract at any Version is available on line under the link:

12.1. Suspension. The Purchaser may suspend the performance of the Contract at any Version is available on line under the link:

12.2. Suspension. The Purchaser may suspend the performance of the Contract at any Version is available on line under the link: an the acquisition by a third party of direct or indirect control of the Supplier. A third party

- 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

DepathmentpoliencoTreasury's Office of Foreign Assets Control (OFAC), the EU, the French Republis, the rightee exercise as losaineristics despitere influence of vetether Superpiter. Treasury 24 ited kintgelewer(tux Chamgers i Cantrobottae Sunpplicangemoiseged, Anel Sunpplication).

The Supplied beginse Pturchalser aprior to virities neithbis citself such insulation in the supplied by the su its painvestouvaganies, os have volutes with templated reductation tiollitige in the est. (i) pistal sanctioned sitison of any listed to hangened on a authority with jurisdiction over any of the Parties) ovide any otalian artinfest mations to Equitations and in other control processes applicative to its basiness, set atting committee on the state of the committee of the comm Supplierophallex for the hase tract winder to consider a view of the Purchaser of all at its opportive abange smobion contribute of intrinsic harity eigenfunctions of the contribute of the Adules to The Burphiese The authorizationeds their contently in airceard, and altiquising Sanatro-Licitae Pranthers evaluing then Supplies ptension to be descriptionally of ability becomes pany succeptation safractions. coencany, demerger, partial asset transfer or any other operation involving integration or Tener Scripptiatics through a strain of the contract of the co **Exportis** as defined in such laws, regulations and orders.

The Supplier shall provide the Purchaser, upon the latter's prior request, with a certificate of 25- COMPLIANCE MICHAWS AND REGULATIONS pliance with the applicable export Therfolipplicitationls: Thersupplients less sons lete fegal let secs used of standardes of inferonacion for distinguished and displicable to the Goods and Services and in particular with the following askinations Private forth in this Article 25 which are essential obligations to the GPC, the Earth Patrand/dettak@sdercomply with the regulations in force applicable to the processing 35 de Ethics and compliance ricular, the provisions of the GDPR (REGULATION (EU) 251673 and Ethical Compliance LIAMENT AND OF THE COUNCIL of 27 April 2016 The tReprobeser complimed it is leader that the contract of th fegal maquimements suclatidata tantheirparting tierranide lass/1485/EC) n vico eimanter and et the Referrier (6 central trace regulations), therewith.

In accordance with the Data Regulations, the processing of personal data is highly

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

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subcontractor, responsible of the breach, and/or (ii) to the possibility for the Purchaser to terminate the Contract for Supplier's default or to ask for the Supplier to terminate its subsuppliers and/or subcontractors contracts, and/or (iii) for the Supplier to 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 25.4, with no limits in case of death, bodily injury, or damages to property.

- **25.4.5.** The Purchaser must take all appropriate measures to ensure the safety and security as well as the physical and mental health of all employees present on its premises.
- **25.4.6.** The Supplier shall be fully responsible and commits to take all necessary measures ensuring the safety and security as well as the physical and mental health of all its employees who could have to travel in whatever country for the proper execution by the supplier of its obligations as set out under the Contract.

25.5. Illicit employment

25.5.1. The Supplier shall comply with all relevant labour legislation and shall pay all its staff-related social charges. Supplier's obligations set forth in this Article 25.5 are essential obligations to the Contract.

In accordance with the laws and regulations in force, the Supplier shall submit to the Purchaser, as soon as the Contract becomes effective and with the frequency imposed by said laws and regulations, the corresponding certificates and any additional document, in due time which may be required by the Purchaser in order for the Purchaser to fulfil its own regulatory obligations.

- **25.5.2.** In particular, as soon as the Contract becomes effective within the meaning of Article 3 above and every six (6) months thereafter and in any case immediately upon Purchaser's request until full performance of its obligations under the Contract, the Supplier shall provide to the Purchaser the following documents:
- A certificate of incorporation (Kbis excerpt or any other equivalent evidence of registration);
- A vigilance clearance certificate delivered by the competent welfare institution certifying that Supplier has paid all social charges as well as proof of its authenticity;
- (iii) A certificate of tax payment;
- (iv) A list containing the names of its staff members, who are foreign citizens, required to hold the work permit as per the applicable labor law. Said list shall be established on the basis of the Supplier's staff register and shall specify (i) the date on which the employee was hired; (ii) the employee's nationality; and (iii) the type and order number of the work permit.
- (v) Risk assessment (according to Legislative Decree 81/2008) for the activities of its competence, in order also to cooperate in the implementation of prevention and protection measures and to coordinate interventions to eliminate the risks due to interference:

The Supplier for the entire duration of the Contract undertakes, for itself and for any subcontractors, to deliver a copy of the DURC always updated and to exhibit at any time at the request of the Purchaser the additional documentation certifying the correct and timely fulfilment of the obligations in the field of remuneration, contributions, social security and insurance for the personnel used in the execution of the Contract. The Supplier also regularly undertakes to provide, for itself and for the authorized subcontractors, the receipt of the complaint or payment of contributions (Mod. DM10 and Mod. F24) and a copy of the pay statements relating to the staff used for the performance of the Contract.

25.5.3. The Supplier shall be responsible for matters of scheduling and staff and agrees to comply with labour legislation especially that concerning working hours, rest periods and annual or other leave and shall be responsible for paying all the social security or analogous contributions relating to its staff.

25.6. Hazardous substances

25.6.1. 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, including Regulation (EC) No 1907/2006 ("REACH") as it may be amended from time to time.

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.

25.6.2. The Supplier represents and warrants that it shall not in the course of any activity arising in connection with the Contract, and unless a dispensation is granted by the Purchaser, 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 25.6.1 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.

25.6.3. Any Goods which does not comply with all of the requirements of this Article shall be considered to be defective.

25.7 Conflict Minerals

- **25.7.1** The Supplier certifies to the Purchaser that there are no "Conflict Minerals" present in the Goods and:
- **25.7.2** The Supplier shall submit with each shipment made against a purchase order a separate certification that includes (1) a statement that the Supplier has taken responsible steps to ensure that the Goods being provided does not contain "Conflict Minerals" and (2) the name of the country of origin and the name of the smelter from which the minerals were mined and (3) a statement that the materials furnished are in conformance with the applicable law or regulations.
- **25.8** Upon prior written request by the Purchaser, the Supplier undertakes to make available to the Purchaser all information and all assistance necessary to demonstrate compliance with the obligations laid down in this Article 25 and allow for and contribute to audits, including on-site inspections, conducted by the Purchaser or a third party appointed by the Purchaser. It is noted that on-site inspections shall be limited to one (1) per year, and the Purchaser shall give notice to the Supplier of at least thirty (30) days prior to the beginning of any on-site inspection. Prior written notice of audit may not be given in case the audit is initiated by relevant authorities or in case of (i) Alstom employee and/or agents exposure to hazardous substances; (ii) failure to provide the Purchaser with the information listed in Article 25.5.

The Supplier shall indemnify, hold harmless and defend the Purchaser, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs (including attorney fees) or the like arising out of or in connection with the Supplier's breach of its obligations and/or warranties under this Article 25, without prejudice to any other rights or remedies the Purchaser may have, at law, under contract or otherwise.

26. APPLICABLE LAW - LITIGATION

- **26.1**. The Contract shall be subject to Italian law.
- **26.2.** The Parties shall use their best efforts to settle amicably 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 arising out of or in connection with the Contract shall be settled by the Court of Turin.
- **26.3.** 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.
- **26.4.** This General Purchase Conditions are in two versions, one in Italian and one in English. Should any controversy arise in relation to the interpretation of one or more provisions of this General Purchase Conditions, the Italian version shall prevail.