

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

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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 the Philippines (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 – DEFINITIONS

**3.1.** The Contract shall come into force once the Supplier has acknowledged receipt of the Order signed by the Purchaser. 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. However, and if not returned within this period, the Supplier shall be deemed to have accepted the Order and the Contract shall be considered to have been concluded based on the terms of the Order.

**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 in Article 2.1.

**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.

### 3.5. Definitions

“**Acceptance**” means the time when the Purchaser certifies, and Purchaser acknowledges that the Services are completed as provided for in Article 7 Acceptance may be an Interim Acceptance or the Final Acceptance, as described in Article 7.

“**Drawings**” means the Purchaser’s drawings for the Services, as included in the Contract, and any additional and modified drawings issued by or on behalf of the Purchaser.

“**Equipment**” has the meaning ascribed to it in Article 4.3.4.

“**Free Issue Items**” means the materials such as components, machinery, tools, models, jigs and fixtures, accessories or others which may be made available to the Supplier by the Purchaser for the purposes of the Contract.

“**Goods**” means all tools, apparatus (including e.g. safety), machinery, vehicles, shelters, warehousing and facilities used and/or brought onto to the Site by the Supplier and its subcontractors and sub-suppliers and other things required for the execution and completion of the Services and the remedying of any defect. The Goods include Consumables and do not include goods and any other things forming part of or becoming part of the Services.

“**Milestones**” means the contractual key dates set out in the Time Schedule, and that must met by the Supplier during the performance of its obligations in accordance with the Contract.

“**Products**” means the products made available to the Supplier by the Purchaser and which have to be installed by the Supplier in accordance with the Contract.

“**Project Site**” means the Projects site location(s) provided by the Purchaser where the Services are to be provided.

“**Punch**” or “**Punch Item**” means any minor item of the Services, which the Purchaser agrees as per Article 7.7 can be left outstanding at any given Milestone without affecting the use of the Services or part thereof for the purpose for which it is intended.

“**Purchaser**” shall include, in addition to the definition provided for in Article 1, include such personnel, persons, contractors, technical advisors, independent inspectors or other third parties to whom the Purchaser may assign or delegate duties or authority from time to time.

“**Purchaser’s Property**” means the Free Issue Items and/or the Products.

“**Purchaser’s Data**” means any and all data, information and documentation made available by the Purchaser to the Supplier, in writing and/or by oral. They include the technical specifications, the Drawings, and any other Contract document mentioned in Article 2.1.

“**Services**” means the temporary and permanent design, preparation works, installation of the Products, migration, testing and commissioning in compliance with the Contract and shall include all related and ancillary documentation and services.

“**Site**” means the location(s) provided by the Purchaser where the Services are to be provided and to which the Goods are to be delivered and any other places as may be specified in the Contract.

“**Time for Completion**” means the time for completing the whole of the Services or achieving a Milestone (as the case may be) with any time extension that may be further agreed between the Parties in accordance with the terms of the Contract and which shall be formalized in writing through an amendment to the Contract to be valid.

“**Time Schedule**” means the detailed time schedule for the Services showing Milestones, sequence, duration of all itemized activity of the Services.

## 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 (“**Goods 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’s Quality Manual, available through the following url: <https://alstom.hlpweb.net/supplier-quality-portal-for-supplier>, defines the quality expectations by the Purchaser so as to enable the Supplier to determine appropriate actions that it may require to be carried out. The Supplier shall ensure that its sub-suppliers, shall comply with contractual requirements, applicable regulations and Good Industry Practices.

**4.1.2.** The Supplier shall be responsible for providing all the necessary resources for the performance of its obligations under the Contract, with the exception of those specifically mentioned in the Contract as being under the responsibility of the Purchaser. The Supplier must provide all of the materials and tools needed for the performance of the Contract and shall allocate qualified staff in sufficient numbers to perform the Contract within the contractual deadline. The Supplier shall ensure appropriate personnel training and qualification and submit any proof relating to such qualification upon Purchaser’s request. 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. 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.

### 4.2. Quality Assurance

**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.

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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.** The Supplier shall implement an appropriate and recognized quality assurance programme and quality control plan for the performance of the Services and shall satisfy itself and the Purchaser by means of appropriate Documentation, processes, inspections, tests and other quality and risk management measures that the Services conform to the requirements of the Contract and shall keep such plan up-to-date throughout the whole cycle of the Services 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 Acceptance of the Services, the Supplier shall provide the Purchaser with timely notification of any such testing and the Purchaser and/or any third party authorized by the Purchaser shall be entitled to attend these tests. The Services shall not be accepted by the Purchaser without an inspection and release by the Purchaser in accordance with Article 7 unless the Purchaser waives such inspection and release. The Supplier shall cascade and be further responsible for the compliance by any of its sub-suppliers and/or subcontractors or any third party involved into the Contract performance, with the quality requirements and principles set forth in this Section 4.2.

**4.2.3.** The 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 the relevant test reports. 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 potential Purchaser's travel costs), in such a manner as to comply with technical specifications' requirements and the deadlines stipulated in the Contract.

**4.2.4.** The Purchaser, who may be accompanied by any person appointed thereby, may at any time make any controlling visit that it considers necessary to the premises where the Goods / Services are to be 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, "Software" (individually and collectively, computer programs and all improvements, Software updates, and enhancements/upgrades thereto and associated Documentation including technical specifications and process flow diagrams) 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 himself to achieve performance and results stipulated in the Contract. The performance deadlines may only be extended or reduced through an amendment to the Contract, in accordance with the provisions of Article 5.2.

**4.3.2.** The Goods and/or Services shall be delivered in a state of full completion with the complete "Documentation" (any as-built drawings, drawings, method statements, calculations, technical data, logic diagrams, progress reports, quality reports and documentation, conformity certificates, tests forms and 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") or U.S. Munitions List category ("USML") (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. All the Documentation shall be provided in English and, where relevant, shall be prepared by using the templates provided by the Purchaser and the source file of the document (excel, AutoCAD, SMOOTH, etc...). 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 penalties incurred to the Purchaser due to the delays or non-compliance in Documentation delivered by the Supplier and shall not be entitled to an adjustment of the Time 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 may be recorded as a non-conformity event (NCE) as defined in the Supplier Quality Manual.

A lump sum administrative fee of twenty thousand Pesos (20,000 PHP) will be applied by the Purchaser for each NCE. This administrative fee shall not be considered as a penalty and represents a reasonable estimate for the administrative fees 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 law.

**4.3.4.** The Services ordered from the Supplier are intended to be integrated in complex structures, such as signalling systems, infrastructures, or vehicles like trains, tramways, or buses ("Equipment") realized or built for Projects. The Supplier shall ensure all necessary interfaces and interoperability with said Equipment.

**4.3.5.** If the Supplier considers that the Services or Goods may not comply with the requirements defined in this Article 4.3, it shall inform immediately the Purchaser thereof in writing, providing all required information 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.

**4.3.6.** If the Purchaser assesses on its part that the Supplier is not performing its obligations in accordance with the Contract, it may require the Supplier to communicate, 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 him to identify the Services progress status at any time during the Contract performance. The Supplier shall ensure traceability and keep records from the start of the performance of the Services until the end of the warranty period as specified under Article 16.2.

**4.4.2.** The Supplier shall keep all Services related data and Documentation at least for five (5) years after the Final Acceptance of the Services 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 readable and 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 connected with the installations and/or machinery nearby, whether these have been received from the Purchaser, or whether it has itself solicited them in application of its obligation as a professional to solicit all of the documents and information necessary for the correct performance of its obligations under the Contract.

### 4.6. Progress reports

**4.6.1.** Progress status report (which may also include justifying materials) shall be issued by the Supplier on a daily basis. The progress percentage of each Milestone defined in the Time Schedule shall be indicated. Milestones achievement shall be reported. This report shall indicate the progress for said Milestones and identify any open issue. Current and potential delays identified in the performance of the Contract shall be identified by the Supplier which shall describe the measures taken, or to be taken, to overcome and recover such delays.

**4.6.2.** The Supplier shall prepare weekly a detailed performance schedule showing achieved physical progress of the Services. If it is evident that the Milestones cannot be met by the Supplier, the Purchaser reserves the right at any time to instruct the Supplier to (i) mobilise additional resources, and/or (ii) mobilise overtime for its workforce, and/or (iii) mobilise additional supervisory staff on Site, and/or (iv) mobilise additional plants, tools, equipment, or everything that is necessary to meet the Milestones. No such measures shall give rise to any additional compensation to the Supplier.

**4.6.3.** The Supplier shall provide the following data, updated on a regular basis:

i. Weekly Report:

- List of project staff and qualification (this list of the staff must be provided and updated on a weekly basis.
- Production / Punch list resolution (Key Facts/Main Achievements/S-Curve)
- Project issues (Keys Facts, Solutions proposed)
- Inspection sheets (Preparation, At site manager, At preparation, Submitted to Purchaser, Approved by Purchaser)
- Storage (Updated inventory)
- Permits/Licenses (Planned, Processing, Cancelled, Rejected, Issued, Expired)
- Planning (Updated 6 weeks planning)
- EHS (Key Facts/Main Achievements/Solutions proposed)

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### ii. Monthly Report:

- Project Organisation board  
(Organisation chart showing details of the site installation management and supervision including names of individuals, assignment dates and expected demobilisation dates.)
- Mobilization
- Permits/Licenses (Planned, Processing, Cancelled, Rejected, Issued, Expired)
- Request For Information (RFI) (Total Opened, Total Closed, Total remaining Open, Remaining open Purchaser, Remaining open DM, Remaining open OMA, Remaining open VIA, Remaining open Supplier)
- Payment schedule and invoicing status
- Inspection Sheets (Preparation, At site manager, At preparation, Submitted to Purchaser, Approved by Purchaser)
- Planning and Progress (Labour histograms of productive workforce per trade and per work zone as agreed with the Site manager. A corresponding workload curve.)
- Punch list resolution (status, progress, remedial plan to solve the Punch list)
- Any other document instructed by the Purchaser to be provided by the Supplier, in the time frame instructed by the Purchaser. A physical progress report of the Services performed each month based upon a number of operations, weight factors, quantities corresponds to the total of the Services. The details of such progress report will be agreed between the Parties, based on the above principles which must correspond to the Main Contract progress method of reporting as far as possible.
- Organisation chart showing details of the Site installation management and supervision including names of individuals, assignment dates and expected demobilisation dates.
- The above list of topics is not exhaustive. Supplier has the right to request for new information or extra explanations.

### iii. Weekly Meetings

The Supplier shall coordinate weekly meeting (hereunder: the Weekly Meetings) with the Purchaser to assure the timely performance of the Services. Supplier shall present during the weekly meeting, a four (4) weeks look ahead detailed plan, for the validation and approval of the Purchaser. Should the required minimum weekly physical progress not be achieved, whatever the cause and the affected Services, the Supplier undertakes, upon Purchaser's request, to mobilise at no extra cost all necessary additional resources in order to achieve a weekly physical progress ten per cent (10%) higher than the initial highest planned weekly physical progress indicated in the Time Schedule, until the delay has been recovered. If any recovery measures causes the Purchaser to incur additional costs, the Supplier shall pay these costs to the Purchaser without prejudice to and in addition to the penalties for which the Supplier may be liable under the Contract. If the Supplier fails to effectively implement any measure instructed by the Purchaser to remedy the delay or to expedite the progress within the time stated in the revised Time Schedule, then the Purchaser shall be entitled to have the Services completed, in whole or in part, by a third party at the Supplier's expense without prejudice to other remedies.

**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.

**4.8.** In any event, the Supplier shall ensure that the Quality Cost Delivery Technology (QCDDT) requirements shall not be modified without prior Purchaser's consent.

### 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 Goods/Services 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 Services or any other provision(s) of the Contract, the Supplier shall notify the Purchaser promptly in writing, but in no event later than five (5) business 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 justify 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. 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 Services or any provision of the Contract without the Purchaser's prior written consent.

The Supplier shall not be entitled to make any change to the Purchaser's Drawings, design, documents and Data 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 without having obtained the Purchaser's prior approval.

### 6. PURCHASER'S PROPERTY

**6.1.** The Purchaser's Property shall be inspected by the Supplier at the time the Supplier takes possession of them. The Supplier shall sign-off a document accepting and listing such Purchaser's Property and acknowledging that it is in good working order. The Supplier's failure to inspect diligently will be at its risk. The Supplier shall be responsible and liable for handling, transporting or conveying the Purchaser's Property from the delivery place up to the needed location for the performance and delivery of the Services and the related costs are included in the Contract price.

**6.2.** The Purchaser's Property 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.

**6.3.** The Supplier agrees to refrain from using the Purchaser's Property other than for the purpose of the Contract; it shall keep them in good working order, except for normal wear and tear.

**6.4.** Any damage or deterioration that the Purchaser's Property 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.

**6.5.** 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.

### 7. ACCEPTANCE PROCEDURE

**7.1.** Upon 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 Services, the Services shall not be deemed complete and accepted until such tests have been passed to the satisfaction of the Purchaser. All tests report shall include the configuration of the elements being subject of the relevant test.

**7.2.** 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 Services.

**7.3.** The acceptance shall only be considered as definitive when the Final Acceptance test have demonstrated the compliance of the Services to the requirements defined in the Contract.

**7.4.** 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. Such acceptance certificate shall be produced in two (2) originals.

**7.5.** 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 acceptance date.

**7.6.** The Purchaser may pronounce the acceptance of the Goods and/or the Services, subject to reservations for all or part of the Goods and/or 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/Products 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 a Milestones, that Supplier considers as minor, the Supplier shall promptly inform the Purchaser thereof and may seek a waiver ("Concession" or "Waiver") from Purchaser to proceed to Acceptance of the Services. Any given Concession may only cover a single type of Non-Conformity. Supplier shall, in its Concession request, describe as precisely as feasible the Non-Conformity, its consequences, the

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

Delivery by Supplier of the Non-Conforming Services for Acceptance shall be conditional upon the prior grant of the Concession by Purchaser at its discretion. The grant of a Concession shall be without prejudice to the Purchaser's right to have repaired/corrected the Services delivered subject to the Concession.

Should Purchaser grant the Concession, it may invoice a lump sum amount of fifty thousand Pesos (50,000 PHP) per Concession as an administrative fee.

The present clause is further detailed in the Supplier Quality Manual.

**7.8** The acceptance may concern part of the Goods and/or Services in accordance with Milestones defined in the Time Schedule (the "Interim Acceptance").

**7.9** Further to the last Interim Acceptance, the Purchaser may accept the whole of the Goods and/or Services in accordance with Milestones defined in the Time Schedule (the "Final Acceptance").

**7.10.** The Purchaser may not accept to proceed to the next Interim Acceptance until the Punch list from the previous Interim Acceptance has been substantially or totally cleared. The Purchaser may not accept to proceed to the Final Acceptance tests until the Punch list has been cleared.

**7.11** Depending on the Purchaser's requirements, the Services may include the Supplier's performance of, or assistance to the performance of, the testing and commissioning of the Products installed and/or of the Equipment before any Interim Acceptance and Final Acceptance of the Services. The assistance shall mean that the Supplier shall do everything necessary to assist the Purchaser in the testing and commissioning of the Products installed and/or of the Equipment before any Interim Acceptance and Final Acceptance.

**7.12** If Purchaser informs Supplier that Customer has set its own specific tests procedures, the Supplier shall implement these procedures in respect of the Goods and/or Services and shall provide assistance to Purchaser for the implementation by Purchaser of said procedures in respect of the Product/Equipment, being understood that Supplier shall provide Purchaser with all Documentation related to the Goods and/or Services required for the taking-over of the Product/Equipment by the Customer and its handing over to the party responsible for the operation and maintenance of the Product/Equipment.

## 8. DELAY

**8.1.** Time is of the essence. Performance of the Supplier's obligations must be done in accordance with the Milestones and within the Time for Completion 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, premium means of transport (such as airfreight). The costs of the acceleration measures shall be borne by the Supplier, unless it is established that the Purchaser is responsible for the delay and shall specify in writing the measures it has adopted or proposes in order to minimize the consequences of such delay.

## 9. LIQUIDATED DAMAGES

### 9.1. Liquidated damages for delay

**9.1.1.** If the Supplier fails to comply with the dates or deadlines for the performance of the Services specified in the Contract, except for reasons attributable to the Purchaser, the Supplier is liable for liquidated damages, without any prior official notification, 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 Services per week delay or part thereof until the date the Goods are delivered or the Services are performed in accordance with the Contract, limited to thirty per cent (30%) of the total price of the Contract.

**9.1.3.** It is expressly agreed that the payment of such liquidated damages shall be the subject of an invoice. As soon as they are applicable, the liquidated damages may be applied at any time, at the Purchaser's option.

**9.1.4.** The Parties agree that these liquidated damages represent a fair and genuine pre-estimate of the losses which the Purchaser is likely to suffer as a result of the delay in delivery of the Goods or completion of the Services and a remedy, not a penalty. Notwithstanding, should these liquidated damages be found to be a penalty, the Supplier shall be liable to pay general damages at law in respect of its breach of the obligation to supply the Goods and/or Services by the time or times stipulated in the Contract.

**9.1.5.** The Purchaser may, in its sole discretion, extend the time for performance at any time and for any reason. A delay or failure by the Purchaser to extend the time shall not cause time to be at large. The Time Schedule and the Time for Completion must be respected by the Supplier.

### 9.2 Other liquidated damages

Other liquidated damages for performance (such as immobilization) or otherwise can be provided in the Contract due to the nature of the Services and Purchaser's customer requirements.

### 9.3 Terms of application

This Article 9 is without prejudice to any other right or any remedy the Purchaser is entitled to under the Contract such as its right to terminate or seek further compensation for any loss suffered.

## 10. NON-COMPLIANCE – REJECTION OF DELIVERY

**10.1.** In case of non-acceptance of the Services, as described in Article 7 above, the Purchaser reserves the right (i) to require the Supplier to correct / modify the rejected Services, within the deadline laid down by the Purchaser, or (ii) to perform itself or have performed the said correction / modification by a third party of its choice, in accordance with the provisions of Article 10.2, or (iii) to accept the Services subject to a reduction of the Contract price, or (iv) to terminate the Contract in whole or in part in application of Article 22. In all cases, the totality of the costs and risks shall be borne by the Supplier.

**10.2.** In the case defined in Article 10.1 (ii), the Purchaser may choose to remedy the non-compliances by itself and/or to assign to a third-party company of its choice for the correction/modification 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 facilitate the interventions of the Purchaser or third-party company in optimum conditions and particularly to remit to them the tools, drawings, studies and any other documents and associated intellectual property rights necessary for the execution of the Services.

## 11. DATA – PROJECT SITE

### 11.1 Purchaser's Data

**11.1.1** 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.

**11.1.2** Any participation by the Purchaser in planning the Services, in designing, 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.

**11.1.3** The Supplier shall have satisfied itself as to the accuracy and completeness of the Purchaser's Data for the purposes of the performance of the Services and supply and delivery of the Goods.

**11.1.4** The Supplier shall give prompt notice in writing to the Purchaser of any error, omission, fault, conflicts with existing data or instructions provided by the Purchaser, and/or obtain any additional information and data from the Purchaser or from other sources, where appropriate, in order to ensure prompt and proper execution of the Services. If the Supplier fails to carry out this obligation, the Supplier shall be liable for any consequence arising therefrom.

### 11.2 Project Site

#### 11.2.1 Site Data

The Supplier shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances, which may influence or affect the Works. To the same extent, the Supplier acknowledges that it has inspected and examined the Site, its surroundings, the above data and other available information, and shall be deemed to have satisfied itself before submitting its offer and acknowledging receipt of the Commencement Order as to all relevant matters, including (without limitation):

- The form and nature of the Site, including sub-surface conditions,
- The hydrological and climatic conditions including the exceptional circumstances recorded locally with their consequences (rain, frost, wind, dust, corrosive atmosphere etc.),
- The Site regulation,
- The existing adjacent site plants in operation (if any) and the consequent hazards,
- The extent and nature of the works, the Goods and services necessary for the execution and completion of the Services and the remedying of any defects,
- The authorized disposal facilities or landfill sites,

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- The laws, procedures and labour practices of the country (national, regional, local) where the Services are to be performed,
- Local customs and habits, and
- The Supplier's requirements for access, construction utilities, temporary facilities area and other services.

## 11.2.2 Authorizations, Permits, Licenses

Upon the entering into force of the Contract, the Supplier shall have obtained from the relevant administration, authority or other all necessary permits and/or licences and/or authorizations and/or certifications required to validly enter into and perform its obligations under the Contract, including to access the Site and to perform the Services on the Site.

## 11.2.3 Access Route

The Supplier shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Supplier shall use reasonable efforts to prevent any road or bridge from being damaged by the Supplier's traffic or by the Supplier's personnel. These efforts shall include the proper use of appropriate vehicles and routes. The Supplier shall (as between the Parties) be responsible for any maintenance, which may be required for its use of access routes. The Supplier shall provide all necessary signs or direction posts along access routes, and shall obtain any permission, which may be required from the relevant authorities for its use of routes and the installation of temporary signs and directions posts, all to Supplier's and sub-supplier's benefit. The Supplier shall not be responsible for any claims which may arise from the use or otherwise of any access route. The Purchaser does not guarantee the suitability or availability of particular access routes, and costs due to non-suitability or non-availability, for the use required by the Supplier, of access routes shall be borne by the Supplier.

## 11.2.4 Right of way and facilities

The Supplier shall bear all costs and charges for special or temporary rights of way, which it may require, including those for access to the Site. The Supplier shall also obtain, at its risk and cost, any additional facilities outside the Site, which it may require for the purposes of the Services.

## 11.2.5 Avoidance of interference

The Supplier shall not interfere unnecessarily or improperly with (a) the convenience of the public, or (b) the access to and use and occupation of all Equipment, roads, paths and pavements, irrespective of whether they are public or in the possession of the Purchaser or of others. The Supplier shall not cause any service, operation or maintenance disruption of the Equipment. The Supplier shall indemnify and hold harmless the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference and from any such disruption.

## 11.3 Cooperation and flexibility

**11.3.1** The Supplier shall act in a spirit of mutual trust and cooperation in carrying out the Services. It shall cooperate with any authority, contractor, operator or other person mentioned in the definition of the Purchaser in Article 1.

**11.3.2** The Supplier hereby acknowledges that its Services may be part of an overall construction work project. The Supplier hereby acknowledges that its Services may be part of an overall project operation at Site and that its Services may be performed in the context of Equipment in service, operation or maintenance.

**11.3.3** The Supplier is aware that, numerous companies will be working on the or in the vicinity of the Site at the same time, that mutual dependencies will be created or exist with regard to execution of the Services and that coordination of the progress of the Services with other companies working on Site will be required to avoid, or at least to minimize, as far as possible, mutual obstructions.

**11.3.4** Consequently, the Supplier hereby acknowledges and accepts that mutual dependencies, changes in plan and changes to the proposed sequence of execution of the Services, even if short-term, may occur frequently on the Site. The Supplier shall not be entitled to an adjustment of the Contract Price because of the non-systematic sequence of activities, changes in the proposed sequence of activities, shift of the deadlines or other changes in the Time Schedule unless such matters cause the Supplier to incur direct costs not reasonably foreseeable by an experienced and competent contractor in similar circumstances.

**11.3.5** The Supplier shall, as specified in the Contract or as instructed by the Purchaser, allow appropriate opportunities for carrying out work/services to (a) the Purchaser's personnel, (b) any other contractors or supervisors employed by the Purchaser or the Customer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work/service not included in the Contract. Any such Purchaser's instruction shall not constitute a Change Order unless it causes the Supplier to incur direct costs not reasonably foreseeable by an experienced and competent contractor in similar circumstances. Services for these personnel and other

contractors may include the reasonable use of Supplier's Goods or access arrangements under the responsibility of the Supplier.

**11.3.6** The Supplier shall permit the Purchaser and any person included in the definition of the Purchaser in Article 1 to have full access at all reasonable times to examine, inspect, measure and test the materials and workmanship, and to check the progress of the Services whether on Site or elsewhere, and to the places where any of the materials or plant are manufactured, produced, used or stored.

## 11.4 Interface

The Supplier shall be liable for providing any and all necessary information, documents for any related works/services conducted by other contractors and/or operators designated from time to time by the Purchaser and the other persons mentioned in the definition of the Purchaser in Article 1, including interface documents. The Supplier shall also be responsible for liaising with them for such related works.

## 11.5 Setting out

The Supplier shall set out the works in relation to original points, lines and levels of reference specified in the Contract or notified by the Purchaser. The Supplier shall verify their accuracy before they are used and shall give notice to the Purchaser of any error discovered in these items of reference.

The Supplier shall be responsible for the correct positioning of all parts of the works and shall rectify at its own cost any error in the positions, levels, dimensions or alignment of the works.

## 11.6 Emergency instructions

In the event of an emergency, which, as determined by the Purchaser, threatens to disrupt the orderly performance of the Services or endangers persons or property, the Purchaser may issue to the Supplier summary instructions, written if possible under the circumstances, otherwise oral instructions to be confirmed in writing by the Purchaser as soon as possible thereafter, to perform a Change Order. The Supplier shall carry out such emergency Change Order and the Purchaser shall, unless the emergency was caused by the Supplier, compensate the Supplier therefore for the costs, if any, incurred to be agreed upon subsequently and shall agree on any change of the Time Schedule as well as on other terms and conditions, if any, to the extent that they shall be unavoidably necessary. The foregoing shall not be construed as limiting Supplier's duty to implement any reasonable measures necessary to prevent or mitigate current or imminent emergency circumstances endangering the life or bodily integrity of persons or property on or near the Site without delay upon discovering such circumstances.

## 11.7 Site cleaning

The Supplier shall at all times work in a clean environment and proceed to a daily Site cleaning. The Supplier shall, to the satisfaction of the Purchaser, keep the Site free from any unnecessary obstructions. The Supplier shall clear away, remove from the Site and properly dispose of any waste material, effluent, packaging, wreckage, garbage, rubbish arising due to the performance of the Services. Upon Acceptance and within the time instructed by the Purchaser, the Supplier shall restore the areas occupied by the Supplier to the satisfaction of the Purchaser. The Supplier shall submit to the Purchaser evidence of the necessary authorizations, licenses and consents for the appropriate disposal in compliance with applicable laws. Any costs sustained by the Purchaser in lieu of the Supplier related to site cleaning will be deducted from the Supplier's invoices.

## 12. TRANSFER OF TITLE – TRANSFER OF RISKS

### 12.1. Transfer of title

Title in the Goods shall transfer to the Purchaser upon delivery of the Goods or completion of the Services, or upon payment to the Supplier of the price, whichever happens earlier.

Title to the Goods and Services shall pass to the Purchaser free and clear of any liens, claims, encumbrances, interests or other rights.

If requested by the Purchaser to do so, the Supplier shall promptly execute any document certifying transfer of title. In case of any defect in title or encumbrance or lien upon the Goods and/or Services, or any part thereof, the Supplier shall promptly indemnify and defend the Purchaser against any and all claims in relation thereto and cause the discharge of any such encumbrance or lien.

### 12.2. Transfer of risk

The risk of loss of or damage to the Purchaser's Property shall pass from the Supplier to the Purchaser upon the date of their return to the Purchaser by the Supplier (without prejudice to Articles 6.2 to 6.4), which shall occur on or forthwith after the Acceptance date.

## 13 PRICE – PAYMENT

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

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

**13.3.** Invoices shall indicate the complete references of 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.

**13.4.** As long as the Supplier has not fully fulfilled its obligations, the Purchaser is authorized to retain all or part of the corresponding payment of the price.

**13.7.** The Purchaser is entitled to deduct, set-off or withhold from amounts payable to the Supplier under the Contract for breach or otherwise, which amount shall be a debt owing by the Supplier to the Purchaser, any amount for which the Supplier shall be made liable under the Contract, especially in application of the provisions of Articles 6.3, 9, 10.3 and 16.1.

### 14. CONFIDENTIALITY – CYBERSECURITY AND ACCESS TO THE PURCHASER'S OR CUSTOMER'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, 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 Information;
- is obliged to be produced (after notice of the disclosing Party whenever it is possible) under applicable law, by any government authority, or regulation including any order of a court 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 he 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 measures for a high common level of security of network and information systems across the European Union.

**14.2.2** The Supplier undertakes, with respect to all Purchaser's and/or Customer'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:

(i) 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).

**14.2.3** The Supplier undertakes, with respect to all Goods and to implement a vulnerability management process organising the commitment from the Supplier to inform of the Purchaser of all vulnerability discovered by the Supplier or any third party during the performance of the Contract Services, until the expiration of the warranty period as defined under Article 16.2.

**14.2.4** If the Supplier becomes aware of any actual or suspected:

(i) action taken using computer networks that result in an actual or potentially adverse effect on the Supplier's information system and/or Purchaser and/or Customer 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 and/or Customer 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 and/or Customer Data (including as necessary reverting to any backup or alternative site or taking other action to recover Purchaser and/or Customer Data).

**14.2.5** The Supplier shall ensure that:

all subcontracts and other supply chain arrangements, which may allow or cause access to Purchaser and/or Customer 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 and/or Customer Data comply with the provisions of this Article.

**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 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 occurred a Cyber Incident or another Incident.

#### 14.3 Access to the Purchaser's and/or Customer's IT system

For any access to the Purchaser's and/or Customer's information 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 and/or Customer's IT system, which have been communicated in writing prior to any intervention.

The Supplier is authorized by the Purchaser to access the Purchaser's and/or Customer's IT system only to the strict extent necessary to perform the Contract.

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 insecure 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

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### 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 of the Supplier, to Supplier to use any Background including drawings, specifications and other data provided or paid for by the Purchaser hereunder, for the sole purpose of performing the Contract.

**15.1.3** The Supplier grants to the Purchaser: 1) a fully paid-up, non-transferable, non-exclusive and worldwide license to use the Supplier's Background necessary to implement this Contract, including testing of Goods and/or Services; 2) a fully paid up, non-exclusive, worldwide, transferable license to use the Background necessary to use, manufacture, or have manufactured, commercialize, sell and maintain or have maintained Goods and/or Services and the associated Documentation.

### 15.2. Results

**15.2.1** "Results" shall mean any information, documentation, designs, as-built drawings, 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 include the assignment of the ownership on 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. These rights shall notably include to the fullest extent: (a) the irrevocable right to reproduce, by any means, on any media (newspapers, internet, and digital media, etc.) (b) the right of identification and marking by any means, (c) the representation right by any means, (d) the right to correct, adapt, upgrade, enhance, modify, to augment or to create derivative works, (e) the right to publish and commercially exploit. The rights thus assigned shall apply to any applications and may be assigned by the Purchaser to any third party of its choice.

**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, without any consideration or compensation of any nature whatsoever being due to the Supplier in addition to the price stipulated in the Contract for the Goods and/or Services in question.

**15.2.6** The Supplier specifically undertakes, on its own behalf or any of those involved for its part, such as, without this list being exhaustive, 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** For the sake of clarity, the expiration or termination of the Contract shall not affect the assignment of intellectual property rights on the existing Results at the time of expiration or termination.

**15.2.8** 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](mailto: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** The Supplier shall protect, defend, indemnify and hold the Purchaser harmless from and against any and all losses, costs, liabilities, claims, damages and expenses of every kind and nature, as incurred, resulting from or relating to or arising out of any claim, legal action or administrative proceedings, which may be brought by a third party against the Purchaser, on the basis of an infringement of patent, design, trademark, copyright or any other existing intellectual property right pertaining to the Goods and/or Services.

**15.3.3** 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 conduct these proceedings or respond to 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.

**15.3.4** Should an intellectual property right is constituting an infringement and be upheld by the courts, 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.

### 15.4 Third Party Rights

If either Party needs to use any element protected by an intellectual property right owned by a third party to implement its obligations under the Contract, this Party shall inform the other Party of the purpose and 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 neither the rights assigned or licensed to the other Party by the Contract.

## 16.WARRANTY

### 16.1. General Provisions

In addition and without prejudice to all other warranties provided by the Supplier under the Contract or at law, the Supplier warrants that (a) 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 (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 the latest between (i) twenty-four (24) months from the date of the Final Acceptance defined in Article 7, and thirty-six (36) months as a maximum from the last Interim Acceptance defined in Article 7. 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 Products and/or Equipment, depending on the case. Any correction/modification, even partial, to a Service 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.** 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 Products and/or Equipment, as applicable.

### 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 Services or a same defect affecting at least three (3%) per cent of a segment of the Services defined in the Time Schedule, by the Supplier to the Purchaser under the Contract, measured over a continuous period of twelve (12) consecutive months starting from the first Interim Acceptance until three (3) years after the date of the Final

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Acceptance in the frame of the same project. If an Epidemic Defect affects the same nature of Services in one or more Orders, the Supplier shall correct/modify (including redesign when applicable) all such Services. The Supplier shall also bear the costs of the logistics, dismantling and mounting of the Products and/or Services that need to be dismantled and re-mounted. In the event of a repair of an Epidemic Defect, the warranty period covering the relevant Services shall be extended for a period of twenty-four (24) months from the date of Final Acceptance of the corrected/modified Services. 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. Statutory warranty

The warranties of the Supplier under this Article 16 are in addition to statutory or regulatory liabilities of Supplier pursuant to the law of the Site country and the law applicable to the Contract regarding the stability, solidity of the Services and other hidden defects rendering the Services unfit for their intended use.

### 16.6. Storage facilities

In the frame of the Contract, the Supplier shall provide the Purchaser, without any additional cost, with a facility to store the Product (hereinafter "**Storage facility**"), enabling the Supplier to facilitate the implementation of its obligations regarding warranty as defined in this Article 16. The Supplier shall keep the Purchaser informed on a daily basis of the quantity of Products installed and the Products remaining in the Storage facility. The Supplier shall be proactive and inform the Purchaser on a regular basis and in a timely manner of the quantity of Products needed to be stored in the Storage Facility to enable the Supplier to perform the Services in accordance with the Time Schedule agreed between the Parties.

The ownership of the content of the Storage Facility shall remain to the Purchaser in accordance with Article 6.

### 16.7 Retention

In order to guarantee the proper execution of its contractual obligations pursuant to the Contract during the Warranty period, the Purchaser shall be entitled to retain an amount equivalent to ten percent (10%) of the value of the Contract. The retention amount shall be released after twenty four (24) months as from the end of the Warranty period, provided always that, where a claim has been made by the Purchaser prior to such date, the retention amount shall not be so released and paid, unless and until such claim has been satisfied or otherwise finally settled.

## 17 – TRAIN LIFE SERVICES

### 17.1 Long-term supply

**17.1.1** Supplier shall supply Goods corresponding exactly to the technical specifications as 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 Project.

**17.1.2** If at any time during this thirty (30)-year period, Supplier fails to meet this obligation:

- it shall inform Purchaser in writing as soon as it knows its failure; and
- give to Purchaser the possibility of purchasing a stock of Goods to satisfy Purchaser's requirements for the period during which Supplier cannot meet its obligation; and
- provide to Purchaser, all the drawings, specifications, specific tools, documents and information regardless of their support, to enable Purchaser to find alternative source of supply.

**17.1.3** Should Supplier decide to cease manufacture and sale of any of the Goods, it shall so inform Purchaser in writing twelve at least (12) months prior to any such cessation.

In this case, Supplier shall give to Purchaser the possibility of purchasing a stock of Goods.

In addition, Supplier shall provide to Purchaser, all the drawings, specifications, specific tools, documents and information for manufacture, sale, repair and maintenance of such Goods in order to enable the Purchaser to continue performance of the contract entered into by Purchaser and Customer for a Project.

### 17.2 Obsolescence

A Goods is considered as obsolete when it is no longer possible to order identical or functionally equivalent and compatible spares.

Supplier's obligation in terms of obsolescence management are defined in the Contract.

### 17.3 Life cycle cost

For each item of Goods, Supplier shall provide a document called "Life Cycle Cost" (hereinafter "**LCC**") at the latest on the date of the Contract entering into force. This document shall specify all costs related to maintenance operations and shall be registered

in the data base selected by Purchaser. It shall form part of the contractual documents of the Contract.

Supplier shall, in the LCC, make a commitment on the following parameters, which shall be defined in the Contract:

- corrective maintenance: Reliability rate (medium kilometer between each failure or MKBF);
- Medium Time To Repair the Equipment (MTTR) and raw medium cost (price of each part multiplied by its own reliability rate) or a fixed repair price;
- preventive maintenance: medium cost per kilometer on 2 years, 5 years and 10 years;
- costs of main maintenance operations and recommended frequency for those main maintenance operations.

A LCC review shall be made by the Parties two (2) years after the commissioning by the Customer and before the end of warranty period defined in Article 16 ("Warranty") hereabove, and then every two (2) years to assess the consumption, the frequency of spare parts changes, the unit price and mounting and dismantling time.

If pursuant to these reviews it appears that actual maintenance cost on the elapsed years is for the same period greater than the LCC initially submitted, Supplier shall:

- analyze the causes of this gap;
- implement an action plan to remedy this gap;
- bear costs related to this action plan if the gap is attributable to Supplier.

The price for the parts and spare parts specified in the LCC shall be a maximum price for those parts in the after-series phase.

### 17.4 End of life

Supplier shall provide, at the latest at the date of the FAI, unless otherwise required by Purchaser, a document describing different recycling or disposal processes of the Goods, their components and "end of life" subassemblies. Such document shall comply with Customer's country regulations, on the delivery date of the Goods.

### 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 particular, the following:

- System / Equipment Logistic Breakdown Structure at LRU & SRU levels
- General LCC commitment on all activities of preventive & corrective maintenance
- Preventive & corrective maintenance documentation (technical level 1 to 4).
- Spare parts (initial batch, capital spares, spare parts) & consumables list
- Tools and test equipment list
- Obsolescence Management Plan
- Maintenance Training Plan
- End Of Life Management Procedure

The Documentation shall be delivered in a format requested and based on a template provided by Purchaser.

The Studies and Documentation shall be updated and provided by Supplier per Contract and/or Order.

### 17.6 Consumables

During the design phase, Purchaser may participate in the selection of suppliers of consumables of the Supplier. In such case, the choice regarding the final selection of the said suppliers shall be mutually agreed between the Parties. Two suppliers shall be identified and selected for each type of consumables.

### 17.7 Software - Embedded software

Notwithstanding any other provision of the Contract, the Supplier warrants that the Software, whether acting separately or in combination, including all dating systems and/or date/time functions provided by the Supplier, whether provided as Goods or embedded in the Goods or Services will function correctly and reliably without any limitation or interruption throughout the lifetime of the products and/or services of the Purchaser into which the Software is embedded (at least 35 years from last Delivery).

During this lifetime warranty period as specified above the Supplier shall, at its cost, promptly correct any non-compliance with the warranted functionalities which shall include one-time or repeated corrections of the impacted products or services.

The Supplier shall at its cost perform specific testing to demonstrate to Alstom's satisfaction that the warranted dating systems and their date/time functions work correctly and reliably without any limitation and interruption. Such testing shall be conducted by regression tests upon the Purchaser's demand at any time during the lifetime of the Purchaser's product and/or services into which the Software is embedded. For the purpose of this clause any reference to any limitation includes known time limitations such as Year 2038 limitations, Year 2036 limitation with NTP V3 and GPS Roll over every 20 years time problems and any other limitations.



**18. LIABILITY**

The Supplier shall indemnify the Purchaser, whether during or after the performance of the Contract, for any damage resulting from acts or omissions of the Supplier, as well as any deaths and for any physical injury caused by the Supplier. The Supplier's liability shall include its sub-contractors, representatives and agents. The above compensation shall cover, where applicable, the related costs and court orders resulting from any proceedings or trial. Notwithstanding anything else contained in the Contract or otherwise to the contrary, the Purchaser shall not be liable whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty (to the fullest extent permitted at law) or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for any loss of profits, loss of use, loss of revenue or loss of anticipated savings, business interruption, loss of power, costs of capital or costs of replacement of power, increased costs of or loss of anticipated savings or for any financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever.

**19. INSURANCE AND BONDS**

The Supplier shall obtain and keep in full force and effect, with a reputable insurance company, during the term of the Contract and for at least five (5) years thereafter, the necessary insurance policies to cover the risks and liabilities to which it is subject, pursuant to both the applicable law and regulation and its contractual commitments.

In particular:

- it shall include a "public and product liability" insurance policy for an amount sufficient to cover the financial consequences of any bodily, material or immaterial damages; and
- if the Contract is concluded for design services only, the Supplier shall take out a "professional liability" insurance policy.

Prior to the Contract, the Supplier shall produce tip-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 the 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 in particular be insured, if applicable, against:

- 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 performance of the Contract,
- damage to Goods covered by the Contract being transported from the loading of the Goods until their final destination, including during temporary storage, up to 110% of its replacement value,
- damage needed to be covered by an insurance such as:
  - ten years guarantee, damage caused by its vehicles or those rented that it uses to perform the Contract (on public roads or on private property), in accordance with current legal clauses;
  - damage suffered by its personnel.

It shall also take out, as required, the insurance necessary to cover damage caused by its construction machinery or rented, fixed or mobile machinery that it is using to perform the Contract.

The Supplier shall impose equivalent obligations to its subsidiaries, parent or related companies, partners, assignees or subcontractors,

Furthermore, the Supplier and its subcontractors shall insure their own equipment, whether they are owners, renters or custodians of the said equipment. The Supplier and its insurers waive all rights and remedies against the Purchaser and its own insurers. 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.

Within the scope of any Project, in order to guarantee the proper performance by Supplier of its obligations under the applicable Contractual Documents, Supplier shall have issued:

- if Supplier is part of a group companies, at Purchaser's option either by a bank acceptable to Purchaser or by a parent company of any tier acceptable to Purchaser,
- if Supplier is not part of any group companies, by a bank acceptable to Purchaser, a first demand and irrevocable performance bond in favour of Purchaser within one (1) month from issuance of each Order.

The amount of the performance bond shall correspond to twenty percent (20%) of the amount of such Order. The performance bond shall expire upon Delivery of the complete Documentation (with respect to NRC Order) or Delivery of Goods under the related Order.

**20. FORCE MAJEURE**

**20.1.** "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, including among others and subject to the conditions set out herein, war, acts of a public enemy, revolution, civil commotion or riots, epidemic, fire, flood, explosion, material change in law, act of 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 Services.

**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. NOT USED**

**22. SUSPENSION – TERMINATION**

**22.1. Suspension.**

**22.1.1** 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. During such suspension, the Supplier shall store, preserve, protect and otherwise secure the Goods and Services affected and insures the same to the extent required by the Purchaser.

**22.1.2** At any time after suspension under the provisions of Article 22.1.1, the Purchaser may give notice to the Supplier to proceed with the Services that are the subject of the suspension under this Article. After the instruction to resume the Services is given, the Purchaser and the Supplier shall jointly examine the Goods and Services affected by the suspension. The Supplier shall make good any deterioration or defect in or loss of the Goods and Services which has occurred during the suspension.

**22.1.3** Unless the suspension was required as a result of a failure by the Supplier to comply with its obligations under the Contract, and should the suspension exceed 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.

**22.1.4** The Supplier shall use its best efforts to mitigate the demobilization costs due to a suspension of the Services and the remobilization costs resulting from resuming the Services and to re-allocate temporarily Supplier's Personnel for suspensions forecast to exceed twelve [12] days. The Supplier shall re-allocate any Supplier's Personnel when a suspension exceeds three [3] months in which case the notice to resume the Services shall be subject to a one [1] week notice. The Supplier shall not be entitled to an extension of Time for Completion for, or to payment of the costs incurred in, making good the consequences of the Supplier's failure to store, preserve, protect and otherwise secure in accordance with Article 22.1.1 or to resume the Services in a timely manner.

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

- a) suspension pursuant to Article 22.1. for more than six (6) consecutive months starting from the date of notification by Purchaser;
- a) 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.

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b) 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.

The Purchaser may immediately by notice to the Supplier terminate the Contract or take out of the Supplier's hands the whole or part of the work remaining to be completed if the Supplier is or states that it is insolvent or likely to become insolvent, is or likely to become financially unable to proceed with the Contract, is subject to an application or an order for the appointment of a liquidator or administrator, is subject to any form of external administration, enters a deed of company arrangement with its creditors or is wound up or likely to be wound up.

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

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

**22.5.** In the circumstances covered in Articles 22.3 and 22.4 above, the Purchaser will pay to Supplier only the following amounts, without duplication: (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 in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Contract 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.

**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 the Services.

**23.2.** The Purchaser shall have the right to deduct or withhold 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.

### 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 subcontractors.

**24.3. 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.

**24.4.** 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;
2. provide any relevant information to Purchaser during the Change of Control process; and
3. Provide the Purchaser 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.

**24.5.** 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, agreement, subject to giving prior written notice of one (1) month to the Supplier.

### 25. 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 25 which are essential obligations to the GPC, the Contract and/or the Order:

#### 25.1. Ethics and compliance

##### 25.1.1 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 and the Supplier/Contractor agrees to comply therewith.

##### 25.1.2 Alstom's Ethics and Sustainable Development Charter

###### 25.1.2.1 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 their 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.

###### 25.1.2.2 Vigilance Plan

Where and when requested by the Purchaser, the Supplier shall provide the Purchaser with an assessment delivered by a qualified body reasonably acceptable to the Purchaser, evaluating Supplier's Corporate Social Responsibility risks. The Supplier undertakes to implement the necessary preventive corrective and remedial actions and warrants to maintain in place, throughout the term of the Contract and/or the Order(s), risk assessment and prevention improvement plans aiming at preventing serious violations with respect to human rights and fundamental freedoms, health and safety of persons and the protection of the environment.

##### 25.1.3 Corruption

**25.1.3.1** 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.

The Supplier shall indemnify and hold harmless the Purchaser, its affiliates, officers, employees or agents, from and against all liabilities, claims, expenses, loss and/or damage arising out of or in connection with Supplier's breach of its obligations and/or warranties under this Article, without prejudice to any other rights or remedies the Purchaser may have, at law, under contract or otherwise.

###### 25.1.3.2 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 two (2) years after the expiration of this Agreement.

##### 25.1.4 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

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must disclose any actual or potential conflict of interest. The Purchaser employees are prohibited from accepting kickbacks or bribes of any form.

### 25.1.5 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 expects the Supplier to refrain offering gifts and hospitality to the Purchaser employees and will refuse all gifts and hospitality that would not correspond to those criteria.

### 25.2. 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 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 and 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.

### 25.3 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 the Data Privacy Act (2012) of the Philippines 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.

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 22.2 to the detriment of the Supplier, given the seriousness of the breach of their privacy and the heavy penalties imposed by the Data Regulations.

### 25.4. Environment, health and safety

**25.4.1.** 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 a third company.

**25.4.2.** 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.

**25.4.3.** 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, the Supplier shall ensure appropriate personnel training and qualification and submit any proof relating to such qualification upon Purchaser's request. The Supplier shall bear all costs associated with the time spent by its personnel or subcontractors attending EHS induction and training and other trainings related to the Services. Additionally, the Supplier shall consider any hazards associated with Site conditions, installations and/or machinery nearby. More generally, Supplier shall, at all times, comply with the Purchaser and/or Customer internal rules, including EHS rules and requirements, as applicable. In case of conflict between different EHS requirements, the most stringent standard shall apply.

**25.4.4.** 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 25.4, the Purchaser is entitled to (i) ask for the removal and replacement of its staff member or the staff member of its sub-supplier and/or subcontractor, and the Supplier shall comply with the Purchaser's direction and provide a replacement immediately at its own cost, responsible of the breach, and/or (ii) terminate the Contract for Supplier's default or to ask for the Supplier to terminate its sub-suppliers and/or subcontractors contracts. 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 25.4, with no limits in case of death, bodily injury, or damages to property.

**25.4.5.** The Supplier shall ensure that its employees engaged are medically fit to carry out their works under the Contract.

**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.

#### Not used

### 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

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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 & DISPUTE RESOLUTION

**26.1.** The Contract shall be subject to the laws of Singapore.

**26.2.** 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.

**26.3.** If at any time any question, dispute or difference shall arise between the Customer and the Supplier the Parties shall attempt to come to a reasonable settlement of the matter. Should any dispute arising in connection with the Contract (including any dispute as to its validity, meaning, effect or termination) not be settled by the Parties within six (6) weeks of the original notification of the matter, the Parties agree that it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator or, if the Parties fail to agree upon a sole arbitrator, by three arbitrators appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be Singapore, the language of the proceedings shall be English and the arbitration award shall be final and binding on the Parties.

**26.4.** Each Party submits to the jurisdiction of courts of all countries for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions. Each Party irrevocably and unconditionally waives any objection or immunity on grounds of sovereignty or otherwise to the arbitration proceedings and the jurisdiction of any court in respect of the enforcement of the arbitration award as above provided.

### 27. OTHER GENERAL PROVISIONS

#### 27.1. Relationship

The relationship between the Parties is that of independent contractors. The Contract does not evidence or create an agency, partnership or similar relationship between the Parties. Neither Party hereby acquires any rights to use in advertising, publicity or other marketing or manufacturing activities any name, trade name, trademark, service mark or other designation of the other party(ies).

#### 27.2. Compliance with Applicable Laws, Regulations, Standards and Licenses

**27.2.1.** The Supplier warrants to the Purchaser that the Goods and or Services produced or performed are in compliance with all requirements of all applicable laws, regulations, standards and licenses as amended, that relate to the performance of the Services or the supply of the Goods.

**27.2.2.** Without limitation the Supplier shall comply with all requirements relating to the payment or its suppliers or subcontractors, particularly those that may give rise to a claim by them against the Purchaser because of the Suppliers non-compliance.

**27.2.3.** If the Contract is subject to government contracting mandates as a condition to the effectiveness of the Contract, the Supplier agrees to certify in writing to the Purchaser, that it complies with all government contracting requirements applicable to the Purchaser, the Supplier and the Goods/Services.

#### 27.3. Rights Cumulative

All rights granted to the Purchaser are cumulative and no exercise by either of the Parties of any right under the Contract will restrict or prejudice the exercise of any other right granted by the Contract or otherwise available to Purchaser at common law.

#### 27.4. Severance

If any provision or part of any provision of the Contract is invalid, illegal or unenforceable, such provision or part thereof shall be severed here from and the remainder shall continue in full force and effect.

#### 27.5. Waiver

Any waiver by the Purchaser of strict compliance with the Contract shall not (i) be deemed a waiver unless it is in writing and signed by an authorised officer of the Purchaser; (ii) be deemed a continuing waiver of compliance.

#### 27.6. Entire Contract

The Contract constitutes the entire agreement between the Supplier and the Purchaser and supersedes all previous communications, whether oral or written, relating to the subject matter of the Contract.

#### 27.7. Language

Should the text of this Contract exist in other languages than the English one, the present English version shall prevail over all other language versions. All communication, notices and technical documentation between the Parties shall be in the English language.