

General Terms & Conditions

1. Scope and validity

These General Terms & Conditions of Purchase shall automatically apply to any purchase orders issued by RED Engineering Design Limited ("the Client") for the supply of Products and/or Services, as defined in the purchase order or contract referring to these General Terms & Conditions of Purchase, unless (i) otherwise agreed between the Client and the Supplier under a framework agreement to which these General Terms & Conditions are attached or (ii) the Client has agreed otherwise in writing. The Supplier's General Terms and Conditions of sale shall only apply if they have been negotiated and explicitly accepted in writing by the Client.

These General Terms and Conditions of Purchase do not apply to purchase orders placed by the Client for services and/or products which are the subject of a distinct framework agreement signed between The Client and the Supplier.

2. Purchase orders

The purchase orders shall only bind the Client if it is validated by a representative duly authorised by the Client to place such purchase orders. Purchase orders placed verbally or by telephone shall only be valid and have effect if they are confirmed in writing.

Each order must be acknowledged within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled by the Client who is not obliged to provide a reason or, where appropriate, will be treated as having been accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed).

The acceptance of a purchase order or commencement of execution of said purchase order by Supplier shall be considered as an acceptance by Supplier of said purchase order and its unconditional adherence to these General Terms and Conditions of Purchase and all clauses and special conditions contained in the purchase order or contract referring to these General Terms and Conditions of Purchase.

Should the Supplier accept the purchase order conditionally or make certain reserves, the Supplier shall notify the Client thereof within five (5) days of receipt of the purchase order by means of a written

document separate to its standard form. In this case, the Client shall no longer be bound by said purchase order unless it in turn confirms its acceptance of said modifications in writing.

3. Price invoicing and payment

Unless otherwise indicated in writing in the purchase order or contract referring these General Terms and Conditions of Purchase, the prices are fixed, may not be revised and include all costs, i.e. transport, packaging, unloading, insurance, taxes, charges and levies except VAT where applicable.

The Supplier's invoices must indicate all legal information required by law and by the Client, the full purchase order number and code, and shall be sent to the invoicing address indicated by the lien and accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services. Invoices that do not comply with these provisions shall be automatically returned to Supplier and payment shall be suspended until a new complete invoice has been submitted to the Client.

4. Delivery and Acceptance

The Supplier undertakes to deliver the Products and/or Services to the locations/on the dates/within the periods indicated on the purchase order during the opening hours of the department responsible for acceptance of said Products and/or Services.

The Supplier warrants to the Client that he has exercised and will continue to exercise in the performance of the Services all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in the provision of like services for projects of a similar size, scope and complexity as the purchase orders.

If Services are provided onsite, the Supplier shall comply with the Client's health and safety regulations and measures applicable to external companies working on the Client's site.

The Products delivered must comply in full with the quality and quantity conditions stipulated in the purchase order and with the requirements agreed between the Parties. The Client shall only be deemed to have accepted apparent defaults if (i) in the case of

delivery of Products, the Client has not notified the Supplier of these faults within ten (10) working days of the delivery date or (ii) in the case of supply of Products or Services subject to an acceptance procedure, if the Client has accepted the Products and/or Services in writing after having been requested to do so by the Supplier.

Should the Client conditionally accept the Products and/or Services, the Supplier must remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Client is entitled to refuse the Products. The price shall not be due and the Supplier will refund any advance payment paid by Company as quickly as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Client shall declare acceptance in writing ("the Acceptance").

5. Transfer of title and risks

The title in and risk of damage or loss of the Products are transferred to the Client upon its formal Acceptance by the Client.

6. Delivery periods and penalties

Time is of the essence. Unless otherwise specified in the purchase order or contract referring to these General Terms and Conditions of Purchase, delivery periods agreed in advance between the parties shall take effect from the date upon which the purchase order is signed or issued by the Client. These periods cannot be revised without the prior written consent of the Client. The final deadline for delivery indicated on the purchase order shall be the date upon which the last Product listed on the purchase order is delivered. The Client reserves the right to refuse early deliveries. In the event the Supplier does not comply with the agreed delivery dates, the Client reserves the right to terminate the concerned purchase order or the contract referring to these General Terms and Conditions of Purchase without any intervention by the courts and tribunals being required, by sending a notice to Supplier, and without prejudice to any damages or compensation it may claim for all resulting damages.

7. Warranty

The Supplier shall supply with full title guarantee Products and provide Services that are free of all apparent and/or hidden defaults, new, of merchantable quality, fit for their intended purpose and which comply with applicable law, regulations, good practices, state of the art and standard requirements in terms of use, reliability and life. In the

absence of specific provisions set out in the purchase order or contract referring to these General Terms and Conditions of Purchase and without prejudice to more stringent legal provisions, the Supplier undertakes to repair or replace, at the Client's discretion and at the Supplier's own cost, all defaults, defects and nonconformities of the Products and Services identified during a period of twenty-four months (24) from Acceptance and shall hold the Client harmless from any resulting damages. In the event of repairs to or replacement of Products, a new warranty period of twenty-four (24) months for said Products shall commence on the date upon which the repaired or replaced Products are delivered or are put into service. All costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.

In the event of extreme urgency, the Client shall be entitled to repair or replace the Products itself, without prejudice to the aforementioned obligations of the Supplier.

8. Support- Product end of life

The Supplier undertakes, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products, to supply the Client, under reasonable conditions in terms of price and delivery period, with items, spare parts and other elements required to continue to use the Products.

9. Compliance with regulations

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

10. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of

five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorization of the disclosing Party. Any reports produced by the Supplier as part of the purchase order shall not be considered confidential information.

11. Communication

Without prior written agreement from the Client, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Client and the Supplier and/or about the Client and its associated brands.

12. Intellectual property rights

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

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

13. Liability and Insurance

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

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

The Client may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the purchase order shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favour of the Client. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Client towards the Supplier to claim amounts above neither the aforementioned sums nor a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

14. Termination

Should the Supplier fail to perform any one of its obligations and not remedy its failure within a period of ten (10) days from the issuance of written notice by the Client, the Client may immediately terminate the purchase order as of right, without prejudice to any right to claim damages.

In the same way, the Client may, without prejudice to any applicable laws, (i) immediately terminate the purchase order as of right in case of bankruptcy, dissolution or seizure of the assets of the Supplier, (ii) terminate, at any time, unilaterally and as of right, any purchase order placed but not yet executed, without formal procedures or prior intervention from the courts.

The completion or termination of the purchase order shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

15. Ethics and Sustainable development

The Supplier acknowledges that it has read and agrees to adhere to the commitments adopted by the Engie Group on ethics and social and environmental responsibility, as set out in its reference documents and in its Vigilance Plan (for suppliers with an established commercial relationship, as defined under French law). The Group's commitments can be found on its website (www.engieimpact.com).

In this respect, the Supplier represents and warrants to the Client that it shall comply with the international and national laws applicable to these General Terms & Conditions (including any amendments made to those laws during the term of these General Terms & Conditions) and that it complied with those laws during the six-year period immediately preceding the signing of these General Terms & Conditions, relating to:

- I. human rights and individual fundamental freedoms, in particular the prohibition of (a) child labour and any other form of forced or compulsory labour; (b) any type of discrimination within supplier's company - or supplier's group of companies as the case may be - or in its dealings with its suppliers or subcontractors;
- II. embargoes, arms and drug trafficking and terrorism;
- III. trade, import and export licenses and customs requirements;
- IV. the health and safety of employees and third parties;
- V. employment, immigration and the ban on using undeclared workers;
- VI. environmental protection;
- VII. white-collar crime, mainly corruption and bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to this contract), obtaining by fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences;
- VIII. anti-money laundering measures;
- IX. competition law.

Furthermore, if the Supplier shall carry out some works on site, it shall comply with all applicable Health and Safety rules and shall procure that its own suppliers and subcontractors, as well as any other third-party present on said site, also comply with those rules.

As regards its own operations, the Supplier undertakes to actively cooperate with the Client and to take the required actions to allow the Client to fulfil its own legal obligations arising under its duty of vigilance. To this

end, the Supplier shall assist, in particular, with the implementation of the measures set out in the Vigilance Plan as stated above (risk mapping, alert and whistleblowing mechanism etc.) and immediately report to the Client any serious breach or any circumstances that could potentially constitute a serious breach of the above-mentioned rules, in the performance of its relationship with the Client.

The Client may require the Supplier to prove its compliance with the requirements set out in this clause at any time and may audit the Supplier, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to the Supplier. In the event of an audit, the Supplier undertakes to grant the Client employees access to its premises and its sites and to provide the Client with all information and documents that it may request for the successful completion of the audit.

Any breach of the provisions of this clause by the Supplier will be treated as a breach of contract justifying the termination of these General Terms & Conditions by the Client on the terms and conditions set out in these General Terms & Conditions.

16. Sub-contracting

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

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

17. Data Protection

Within this clause, "Data Protection Directive" means Directive 95/46/EC, and "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Data Protection Directive and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

Where Personal Data is Processed by the Supplier, its personnel or sub-contractors under or in connection with these General Terms & Conditions, the Consultant shall, and shall procure that its personnel and sub-contractors shall:

- (i) only Process the Personal Data in accordance with instructions from the Client;
- (ii) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by the Client;
- (iii) implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing or
- (iv) accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;
- (v) Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause the Client in any way to be in breach of the Data Protection Legislation;
- (vi) cooperate as requested by the Client to enable the Client to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Supplier under these General Terms & Conditions or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by the Client within the timescale specified by the Client in each case;
- (vii) unless requested by the Client under the following paragraph not process the Personal Data in any country outside the European Economic Area without the prior written consent of the Client;
- (viii) when requested by the Client, promptly enter into an agreement with the Client or a member of the Client's Group as the EU model terms or such variation and a regulator might require, in respect of any processing of Personnel Data outside of the European Economic Area or the United Kingdom; and
- (ix) cease Processing the Personal Data immediately upon the termination or expiry of these General Terms & Conditions or, if sooner, the Service to which it relates and as soon as possible thereafter, at the Client's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Supplier shall confirm in writing that this paragraph has been complied with in full.

The Supplier warrants that it has and its personnel and sub-contractors have the necessary legal authority in any country where any Processing of Personal Data shall take place under these General Terms & Conditions in order to carry out the Processing, and undertakes to comply with any of the Data Protection Legislation which is applicable in such country.

The Supplier acknowledges that the Client Data is the property of the Client and the Client reserves all Intellectual Property Rights which may, at any time, subsist in the Client Data.

The Supplier shall only store, copy or use the Client Data to the extent necessary to perform its obligations under these General Terms & Conditions and shall not disclose it to any third party without the prior written approval of the Client.

If at any time the Supplier suspects or has reason to believe that the Client Data has or may become lost or corrupted in any way for any reason then the Supplier shall promptly notify the Client and inform the Client of what remedial action it proposes to take.

18. Applicable law and settlement of disputes

In the event of difficulty in interpretation or execution of these general conditions of purchase the parties shall, in good faith, make all reasonable efforts to finding an amicable solution before commencing any legal proceedings.

Should this amicable procedure be unsuccessful within thirty (30) days following the start of negotiations, the dispute shall be finally and exclusively settled by the competent court of the country in which the client's head office is located.

These General Terms & Conditions shall be governed by the laws of England and the courts of England shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these General Terms & Conditions.

19. General provisions

The invalidity of one clause shall not invalidate these General Terms & Conditions and the Parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the Parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Each Party is an independent legal entity, both in legal and financial terms, and acts on its own behalf and under its sole responsibility.

The Supplier carries out its activities as an independent service provider towards the Client. Nothing in these General Terms & Conditions shall be deemed to create a partnership, joint venture, agency trust or similar

relationship between the parties and neither party shall be deemed to be an agent of the other party. Without limitation to the foregoing, neither party has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Nothing in these General Terms & Conditions shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and either the Supplier or the Supplier's personnel. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of the labour legislation in force as of the date hereof or any local legislation applicable to the Supplier and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.

These General Terms & Conditions contain the entire agreement of the parties with regard to the object to which it refers and contains everything the parties have negotiated and agreed upon within the framework of these General Terms & Conditions. It replaces and annuls any agreement, communication, offer or correspondence, oral or written, previously exchanged or concluded between the parties and referring to the same object. The general terms and conditions of the Supplier are not part of these General Terms & Conditions.