**GENERAL TERMS AND CONDITIONS OF PURCHASING**

**1. Purpose**

The present document establishes the conditions under which the supplier will provides/perform services/supplies to Laborelec.

**2. Constituent provisions**

The present conditions cancel and prevail on the supplier’s general terms and conditions as well as on any document sent by the supplier to Laborelec.

In addition to the purchase order and the present general purchasing terms and

conditions, the provisions available on the website of Laborelec (https://laborelec.com) related to the following points are applicable:

· health, security and the environment;

· ethics;

· sustainable development and social responsibility provided for in the charters of the Engie group.

**3. Supplier’s Obligations**

The supplier shall provide Laborelec with all the data, documents, elements and other information and support necessary or useful for the proper and timely performance of the services/supplies ordered.

**4. Supplier shall receive a purchase order from Laborelec**

The supplier will receive a purchase order from Laborelec after acceptance/agreement on the offer.

**5. Time schedule for performance of services**

The supplier has to respect the defined time schedule for the performance of services/supply of products as agreed.

In case of non-respect of these dates, and without prejudice to his right to full compensation for all damages incurred, Laborelec shall have right to a lump-sum indemnity corresponding to 10% of the value of the purchase order or, at his choice, it shall have the right to terminate the purchase order.

The goods supplied (documentation included) and the services performed by the supplier will be free of any apparent and/or hidden defects, strictly in accordance with the purchase order, the applicable legislation, the state of the art, good workmanship, the state of technique and the normal requirements as to usability, reliability, life cycle and the purpose which the supplier knows or at least should know.

The goods 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 goods and/or services. All dangerous goods 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.

Unless otherwise agreed upon, the supplier provides the materials, tools and equipment necessary for the performance of the services.

Without prejudice to more stringent imperative provisions, the supplier shall at his own costs, at the option of Laborelec, repair or replace all defects, shortcomings and non-conformities in goods and services remarked within twenty-four (24) months as from the first operational use respectively the end of the execution. During this twenty-four (24) month period the supplier shall cover all expenses and performances necessary for a perfect repair, in strict conformity with the conditions of the initial purchase order. A new twenty-four (24) month period shall start running as of the end of the repair. Furthermore the supplier will hold Laborelec harmless for all damages resulting from the defect or breach encountered. In case of urgency, Laborelec has the right to proceed himself or through a third party to the repair or replacement, at the supplier’s costs and risks and without prejudice to the Contractor’s aforementioned obligations.

In view of the uncertainties related to the evolution of the Covid-19 epidemic, it is expressly stated that all the applicable shall be adjusted jointly by the parties according to the evolution of the epidemic and the various decisions taken by the public authorities in terms of containment, travel restrictions and travel abroad. In this context, if the deadlines for the execution of the contract are not respected, Laborelec cannot be held responsible and bear any costs for any decisions that are not attributable to it.

**6. Transfer of title and risk**

 The title is transferred to Laborelec as soon as the object of the purchase order is identified and at the latest at the delivery.

The risk of damage or loss is transferred to Laborelec upon delivery, unless this delivery is subject to an acceptance procedure, in which case the risk will only be transferred upon acceptance.

**7. Prices**

The specified price are the one defined in the purchase order sent by Laborelec

**8. Payments**

Invoices are payable within 30 days after the end of the month of invoicing.

Invoices are payable in Euros to the account mentioned by the supplier.

The supplier's invoices must indicate all legal information required by law and by Laborelec, and shall be sent to the invoicing address indicated by Laborelec and accompanied, where applicable, by documents signed by both parties confirming the acceptance of the goods and/or services. Invoices that do not comply with these provisions shall be automatically returned to the supplier and payment shall be suspended until a new complete invoice has been submitted to Laborelec.

**9. Subcontracting - Assignment**

The supplier may not subcontract part or all of the purchase order to third parties, unless Laborelec, after having been noticed in advance, has approved the subcontractor(s). Such subcontracting is done at the risk of the supplier and shall in no way limit his obligations and it shall ensure the respect of such obligations by such third parties. Any authorized subcontractor of the supplier shall not subcontract its activities.

The supplier may not assign his rights and obligations arising in connection with the purchase order to any third party without prior and written approval of Laborelec. Laborelec is free to assign some or all of his rights and obligations arising in connection with the purchase order, to a third party.

**10. Communication**

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

**11. Confidentiality**

Any exchange of information between the parties is and shall remain confidential. The supplier undertakes to perform the services/deliver the products entrusted to it in accordance with the norms of the state of the art and to treat confidentially all information exchanged within the scope of the contract/offer.

**12. Intellectual property**

Laborelec remains sole and exclusive owner of all patentable or non-patentable information, know-how, data, processes, methods and software, products used for, in relation with or generated during the performance of the services/supply of the products.

The supplier shall hold Laborelec harmless against all claims of third parties pursuant to breaches of intellectual property rights, relating to the goods or services.

The supplier shall be liable towards Laborelec for all damages resulting from such breaches, including costs of legal assistance. Should a problem occur, the supplier shall, at his own cost, adapt the goods and services or replace them by equivalent goods and services.

**13. Termination**

Laborelec may terminate this agreement immediately by notice to the other party if the other party (the defaulting party) commits a material breach of this agreement unless the breach is able to be remedied by the defaulting party and the defaulting party remedies the breach within ten (10) business days after receiving written notice of the breach from the other party.

Either party may terminate this agreement immediately by notice to the other party if an **Insolvency Event** as hereinafter defined occurs in respect of the other party as referred to hereinafter.

If any key personnel/product becomes unavailable and The supplier is unable to replace such key personnel/product with (a) person(s)/product of equivalent qualification/quality and approved by Laborelec within a reasonable period of time, Laborelec may terminate this agreement immediately by giving written notice of termination to the supplier.

If this agreement is terminated in accordance with this clause, Laborelec will only be liable for the payment for services performed up to the date of termination.

Termination of this agreement is without prejudice to, and does not affect the accrued rights or remedies, of either party.

**Insolvency Event** means, with respect to a party, that:

* It is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver, receiver and manager, controller or similar officer appointed to any part of its property;
* Except for the purpose of a solvent restructure, arrangement or amalgamation, an application or an order is made, proceedings are commenced, a resolution is passed or proposed in an notice of meeting, an application to a court or other steps are taken for entering into an arrangement, compromise, moratorium or composition with, or assignment for the benefit of, its creditors or any class of them;
* It is unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of all or a class of its debts; or
* It is subject to any event which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed in the 3 here above subparagraphs.

**14. Liability**

Without prejudice to any mandatory legal provisions, the supplier will be liable for any damages, for any special, incidental, indirect or consequential damage or losses or lost profits that Laborelec will have to support.

The supplier shall take, both on its own behalf and on the behalf of any of its subcontractors, a valid insurance from a recognized insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage or immaterial damage, as well as consequential losses, whatever their origin, caused to Laborelec or any third party during or after execution of any purchase order. Laborelec may ask the supplier a copy of the insurance policies taken out by the supplier. Such insurance policies shall enter into force prior to or at the moment of delivery of goods or at the beginning of the performance of the service, shall remain in force without interruption until at least twenty-four (24) months thereafter and must contain a waiver of recourse in favor of Laborelec. The supplier shall be solely responsible for payment of insurance premiums.

**15. Delivery and return of equipment or samples**

The supplier must send, at his expense, the equipment, products or samples intended for Laborelec, packaged in compliance with the norms of the carrier and applicable regulations.

If damage is discovered at the time of the unpacking of the equipment shipped/delivered, Laborelec will notify the supplier and the supplier will take any necessary measures in agreement with Laborelec in order to remedy the situation at its own cost.

**16. Ethics**

In this respect, The supplier warrants that it complies with the international and local laws applicable to the Contract (including any amendments made to those laws during the term of this Contract) and that it complied with those laws during the six-year period immediately preceding the signing of the Contract, 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 its company - or its group of companies as the case may be - or in its dealings with its suppliers or subcontractors

ii. embargos (see annex A), arms and drug trafficking and terrorism

iii. trade, import and export licences and customs requirements

iv. the health and safety of employees and third parties (see Annex B)

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

Whenever applicable, if the supplier shall carry out some activities on site, the supplier shall comply with the agreed Health and Safety rules as detailed under the purchase order and shall ensure 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 Laborelec and to take the required action to allow Laborelec 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 Laborelec 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

Laborelec.

Laborelec 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 supplierr. In the event of an audit, the supplier undertakes to grant Laborelec’s employees access to its premises and/or its sites and to provide Laborelec with all information and/or documents that it may request for the successful completion of the audit.

Any breach of the provisions of this clause by the Contractor will be treated as a breach of contract justifying the suspension and/or termination of the purchase order by Laborelec on the terms and conditions set out in the present general conditions.

**17. General**

In particular, Laborelec does not assume any obligation to verify and/or monitor the works or services realized by third parties, except to the extent that such control is expressly included in the services.

The invalidity of one clause shall not invalid these general 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, with no hierarchical relationship, towards Laborelec. All of the supplier's staff that is

appointed, wholly or partially, to execute the purchase order shall remain, in all

circumstances, under the hierarchical and disciplinary authority of the supplier. The supplier hereby declares that the personnel performing the services under a purchase order are employed in accordance with the labour regulations in force in Belgium or any local legislation applicable to Laborelec and to 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.

**18. Personal data protection**

Each party recognizes that, as part of the conclusion and implementation of the

purchase order, it may need to process, as an independent data controller, the personal data of the other party’s staff, customers or suppliers, which is protected by the General Data Protection Regulation (“GDPR”).

As part of this processing, each party commits to respect the GDPR for the personal data received from the other party that must be processed.

The supplier warrants that it has the right to transfer to Laborelec personal data

concerning its staff and any of its subcontractors’ staff as far as is necessary for the implementation of the purchase order, namely data relating to their names, addresses, telephone numbers, e-mail addresses, titles, CVs, data taken from access badges and logs relating to use of computerized tools. The main purpose of processing these data is to control access to buildings and to monitor the quantity and quality of the services performed and goods supplied, the competence of those performing or delivering them and the security of computer systems and to ensure the security of Laborelec’s buildings. These personal data may be passed on to Laborelec’s subsidiaries in the meaning given to that concept in the Belgian Company Code and to Laborelec’s subcontractors acting for the aforementioned purposes.

The supplier commits to inform its staff and any of its subcontractors of the fact that Laborelec may process data concerning them as part of the purchase order in accordance with the above paragraph and to communicate to them the Privacy Statement available on Laborelec’s website (www.Laborelec.com).

**19. Disputes**

The present agreement is governed by Belgian law.

In the event of dispute, the courts of Brussels are the sole judicial authority competent to exercise jurisdiction.

**APPENDIX A: EMBARGO POLICY**

**1. Additional definitions under present Clause:**

"Embargo laws" shall mean legal provisions of the United States of America and the European Union and Law prohibiting, directly or indirectly, any transaction including specified importation or exportation of good and/or services, or any transaction with specified natural or legal persons, as well as similar laws applicable to Laborelec, the supplier, and their direct and indirect shareholders under the laws of their home jurisdiction, and under the laws to which Laborelec and the supplier and their direct and indirect shareholders are subject, depending on the jurisdiction of that country.

**2. Representations & Warranties:**

With regard to the Agreement performance, the supplier represents and warrants to Laborelec that:

(i) it is aware of and is familiar with the Embargo Laws applicable to it in connection with the performance of the Agreement ; and

(ii) it complies with and shall continue to comply with Embargo Laws, in connection with the performance of the Agreement; and

(iii) its employees, officers directors, agents, partners, suppliers, co-contractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated), comply with and shall comply with laws, rules, regulations and policies applicable to them including, without limitation, applicable Embargo Laws, in connection with the performance of the Agreement; and

(iv) it shall immediately inform Laborelec in the event of any breach of covenants, representations and warranties by itself ; and

(v) it shall inform Laborelec in the event of any breach of covenants, representations and warranties by its employees, officers directors, agents, partners, suppliers, cocontractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated), as soon as it is aware or should have been reasonably aware of such breach.

Notwithstanding anything therein to the contrary, in the event Laborelec reasonably believes that the supplier, its employees, officers directors, agents, partners, suppliers, co-contractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated) have taken, are taking, are about to take or may take any action whichever and whatsoever in breach of or which may breach the laws, rules, regulations, decree, judgment, decision, order or injunction (howsoever designated) applicable to them, including, without limitation, applicable Embargo Laws, in connection with the performance of the Agreement, or any of the representations, warranties and covenants contained therein, Laborelec may:

(i) Serve a written notice to the supplier requesting pieces of evidence that the supplier complies and shall comply with the Embargo Laws ; and

(ii) Withhold any future payments under the Agreement to the supplier until Laborelec, at its sole and absolute discretion, receives satisfactory pieces of evidence from the supplier that the latter complies and shall comply with laws, rules, regulations, decree, judgment, decision, order or injunction (howsoever designated) applicable to it, including, without limitation, applicable Embargo Laws, in respect of the performance of the Agreement; and/or

 (iii) Suspend the Agreement performance without any fee nor penalty until Laborelec receives from the supplier reasonable pieces of evidence in the reasonable opinion of Laborelec that the supplier complies and shall comply with laws, rules,

regulations, decree, judgment, decision, order or injunction (howsoever designated) applicable to it, including, without limitation, applicable Embargo Laws, in respect of the performance of the Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Laborelec shall not be obliged under the Agreement to take any action, or omit to take any action or conduct itself in a manner which, in the sole and exclusive opinion of Laborelec, might conflict with or cause a breach of Embargo Laws or any other law, regulation, decree, judgment, decision, order or injunction (howsoever designated) applicable to Laborelec, its employees, officers directors, agents, partners, suppliers, co contractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated), or any asset of Laborelec.

**APPENDIX B: HEALTH AND SECURITY STANDARDS FOR SERVICES AND WORKS**

Health and safety at the place(s) of execution of the Services and Works are an integral part and essential component of the correct execution of the Agreement. At all times during the execution of the Services or Works, the supplier undertakes to comply with the most stringent health and safety standards applicable in the Country and to the business. The supplier undertakes specifically to comply with the specific health and safety requirements of Laborelec in accordance with Laborelec’s internal regulations and policies at the time of the execution of the Services or Works, and to take all appropriate measures not to compromise the health and safety of any physical person working on the Site(s) where the Services or Works are carried out.

**1. HEALTH AND SAFETY: APPTICABLE STANDARDS, LIFE-SAVING RULES, RISK ASSESSMENT**

***Applicable standards***

1.1 All supplier personnel involved/taking part in the service undertake to comply at all times with the most stringent applicable Health & Safety standards.

1.2 The most stringent applicable Health & Safety standards include the 9 Life-Saving Rules, i.e. (see below):

a) I do not walk under a load. I do not stand under a load.

b) l stay out of the path of moving equipment.

c) I clip on my harness when working at height.

d) I only enter a trench if the appropriate wall supports are in place.

e) Before entering a confined space, I make sure that atmosphere has been tested and is monitored as l work.

f) Before performing hot work, I make sure that fire or explosion risks have been eliminated.

g) I verify that there is no live energy (mechanical, chemical, electrical, fluids under pressure, etc.) before starting work.

h) I do not handle my phone or other communication tools when driving.

i) | do not drive under the influence of alcohol or drugs. These 9 Life-Saving Rules cover the 9 situations identified by Laborelec as previously creating a fatal accident risk for individuals working on the Site.

1.3 The supplier implements a monitoring system designed to update applicable Health and Safety standards. The supplier takes the steps necessary to inform its personnel about such changes and ensures that its personnel is informed about the impact on their work.

1.4 The supplier undertakes to carry out any Health and Safety adjustment requested by Laborelec

***The Life-Saving Rules***

1.5 The supplier ensures that all of the personnel for which it is responsible, including its personnel and its subcontractors' personnel, are informed of the Life-Saving Rules, comply with those rules and understand the consequences of failing to comply with those rules (Article 4). The supplier shall take all necessary steps to ensure compliance with the Life-Saving Rules and shall inform Laborelec accordingly.

***Risk assessment related to the businesses and activities of the supplier***

1.6 The supplier shall assess the risks linked to the businesses and activities specific to it.

1.7 The Document setting out the results of the risk assessment shall be sent to Laborelec before the Services or Works are carried out.

**2. OBLIGATIONS PRIOR TO EXECUTION OF THE SERVICES OR WORKS**

***2.1 Prior inspection***

Prior to the execution of the Services or Works, the stakeholders, including the subcontractors, shall jointly inspect the workplaces, installations and equipment provided by the supplier. During this inspection, the Parties shall:

- stipulate the tasks to be carried out and their performance in time, stipulating to whom they will be attributed (who does what);

- verify that no employee will work in isolation at a location where he cannot be rescued quickly in case of accident;

- delimit the intervention zone and indicate the zones in that sector that might present dangers;

- report all risks present in the intervention zone (risks inherent to the activity of each Party and Interference risks;

- decide on the control measures in order to minimize the risks to an acceptable level;

- stipulate the instructions specific to Laborelec applicable to the operation (traffic rules, emergency procedures, etc.);

- check that the applicable Life-Saving Rules can be complied with and, where appropriate, decide on the corrective measures that need to be implemented before the works start;

- stipulate the provisions regarding sanitary installations, locker rooms and canteens.

Based on this information, if there are interference risks between the execution of the service and other activities, a Health & Safety Plan must be drawn up.

***2.2 Interference risk prevention plan***

The parties shall jointly establish a written lnterference Risk Prevention Plan defining the measures taken by each company with a view to preventing risks of interference between activities, installations and equipment, as well as the measures taken to ensure compliance with the Life-Saving Rules. For construction or demolition projects, the lnterference Risk Prevention Plan supplements the existing Health and Safety Plan.

The lnterference Risk Prevention Plan must include the following (non-exhaustive list)/

- information pertaining to services, including those services that are the subject of the Agreement, including location, timetable, nature of activities and equipment used;

- the list of companies in question (including subcontractors) and the order in which they intervene, with a description of their activities and the contact details of the contacts within the companies;

- the skills, approvals, certifications, required medical authorizations and aptitudes, for which proof will be required throughout the operations;

- assessment of the interference risks, with each party solely responsible for assessing its specific risks;

- health and safety measures, including safety instructions, reporting risks and work permit procedures and collective and individual protective equipment based on risk analyses;

- health and safety measures specific to compliance with the Life-Saving Rules;

- the distribution of maintenance of sanitary installations, locker rooms and canteens;

- provisions on collaboration and communication;

- alert mechanisms and the organization of first aid in case of emergency, including mobile worksites.

***2.3 Appointment of Single Points of Contact***

Before starting the Services or Works, the supplier and Laborelec appoint, among their personnel, a Single Point of Contact in charge to ensure, in connection with the Service:

- the compliance with health and safety requirements,

- the coordination with other participants.

***2.4 Project kick-off visit***

Before the start of execution of each Service or Work, Laborelec’s representative may organise a project kick-off visit with all of the stakeholders - including the supplier and its subcontractors – in order to check that all of the measures have been implemented so that the Life-Saving Rules are complied with, validate the context and, if necessary, update the risk assessment and supplement the Health and Safety Plan.

**3. OBLIGATIONS DURING EXECUTION OF THE SERVICES OR WORKS**

***3.1 General obligations of the supplier***

The supplier shall provide the human and material resources, as set out in the Agreement and in the lnterference Risk Prevention Plan, that are needed to comply with the requirements described in this article, as well as the relevant proof (such as approvals, qualifications, certificates, inspection reports, etc.). lt ensures that its employees are managed and informed and provides them with the appropriate health and safety training. The supplier checks correct understanding of the health and safety instructions and the Life-Saving Rules and undertakes to ensure compliance with them. The supplier shall also ensure and, where appropriate, shall make sure that its subcontractors and/or suppliers ensure working conditions respecting the health and safety of its employees and/or employees of its subcontractors and/or suppliers as well as those of third parties.

When the Services or Works are carried out in whole or in part on the premises of Laborelec, the supplier undertakes to ensure that its employees or the personnel of any other entity under its orders complies with Laborelec’s rules and regulations on health and safety and conduct at the workplace.

The supplier shall supervise the work carried out in connection with the Service. He shall keep Laborelec regularly informed of the arrival of any new subcontractor and shall update a list of workers placed under its responsibility.

The supplier shall ensure on a daily basis the relevance of risk assessment and associated prevention measures. The supplier undertakes to provide Laborelec, in writing, with the updated assessment of the risks involved in its activities and the content of associated prevention measures taken as a result of the assessment.

The supplier ensures that any new party involved, as a subcontractor and/or temporary employee, is informed of the applicable regulations and particularly the specific requirements, including the Life-Saving Rules.

***3.2 Access and rules specific to Laborelec Sites***

Access to Laborlec’s buildings and sites not open to the public is subject to Laborelec’s authorization. ln the absence of special provisions on access to building and sites, this authorization is granted to the personnel of the supplier in connection with the execution of the Contracts.

ln Laborlec’s areas of intervention that are covered by Construction Site Rules, Laborelec stipulates the rules governing access to the area where work is being carried out.

By the same token, certain Laborelec sites are subject to access restriction rules, ln such cases, the said rules apply to the supplier’s personnel and supplier’s subcontractors in connection with the execution of the Agreement, with Laborelec reserving the right to refuse access to certain individuals. The supplier and its subcontractors may not submit any claim, including for the related travel, if these requirements are not met.

Any access authorization granted by Laborelec in no way lessens the supplier's responsibility with regard to the behavior of its personnel and its subcontractors.

The supplier undertakes not to have third parties visit the installations where the Service is being provided, unless prior written agreement is obtained from Laborelec.

The supplier shall instruct its employees:

(i) not to use copiers or other equipment for private personal purposes;

(ii) not to annotate, read or copy documents, books, brochures, etc. located on Laborlec’s premises but not related to the Service;

(iii) to ensure a high standard of housekeeping.

***3.3 Laborelec's obligations***

Laborelec shall inform the supplier, in writing, of all health and safety rules (including, but not limited to, the Life-Saving Rules, safety guidelines, prior training, health and cleanliness, risk reporting, management of products hazardous to people and/or the environment, traffic plan, loading and unloading operations) applicable on the Site where the Services or Works are carried out. At the request of the supplier, Laborelec shall forward a copy of all of its applicable policies so that the supplier can inform its employees (and its subcontractors) accordingly.

The manager of the Laborelec's Site on which the Services or Works are carried out shall, in coordination with the supplier, coordinate health and safety policy. Pursuant to any change (for instance, regarding the context, works, organisation, resources, third parties), the manager of the Laborelec's Site shall update the lnterference Risk Prevention Plan.

Laborelec at all times provides the necessary resources he is accountable of, for ensuring that the Life-Saving Rules can be enforced.

***3.4 Accidents and significant incidents***

ln case of accident, significant incident or hazardous situation that could impact the health and/or safety of people, the supplier shall alert Laborelec immediately.

The supplier shall collaborate with Laborelec to analyse the situation and provide all relevant information.

Any accident, incident or hazardous situation linked to failure to comply with Life-Saving Rules shall be jointly analysed and documented.

Laborelec and the supplier must, as soon as possible, implement the relevant corrective measures.

Specifically, if necessary, the safety guidelines and health and lnterference Prevention Plans in question shall be revised.

***3.5 Unplanned visits to the Site where the Work is carried out***

Laborelec and the supplier shall carry out regular inspections, planned or unplanned, on the Site where the Services or Works are carried out.

During such visits, the following shall be verified:

- conditions for applying and complying with the Life-Saving Rules;

- for construction/demolition work;

- certificates and the correct condition of equipment, plant, vehicles, protective equipment, etc;

- compliance by the various stakeholders with the safety guidelines, the information provided, the wearing of personal protective equipment.

Based on the observations carried out during these duly documented inspections and checks, Laborelec and the supplier shall review their risk assessments and, if necessary, the lnterference Risk Prevention Plan(s).

The supplier may be asked to immediately take the corrective measures necessary to ensure respect for the health and safety of individuals working on the Site where the Service is carried out.

**4. FAILURES TO MEET HEALTH AND SAFETY OBLIGATIONS**

***4.1. Principles***

lf, during the execution of the Services or Works, Laborelec observes failures to comply with health and safety obligations, specifically failure to comply with the Life-Saving Rules, Laborelec shall:

* if necessary, immediately suspend the execution of non-compliant work or hazardous activities and inform the supplier of the failures that have given rise to suspension; and
* notify in writing the supplier of such failures and, if necessary, its decision to suspend the execution of non-compliant work or hazardous activities.

ln all the cases, upon such notification, the supplier shall inform Laborelec of the corrective actions it takes. Laborelec shall then inform it of the time periods it deems acceptable to correct the notified failures and enable the resumption of the execution of the contract, when execution of the contract has been suspended. The stipulated penalties may be applied if the time period resulting from suspension is exceeded.

lf the supplier does not take corrective action within the time period stated above and accepted by Laborelec, the latter may terminate the Agreement under the conditions stipulated and shall take, at the supplier’s expense, any measures needed for the purposes of performing the Agreement, and in particular to have it performed by a third party.

***4.2 Evaluation of the Agreement***

Once the service has been performed in full, the two parties shall conduct a joint assessment of it from the viewpoint of health and safety rules, and more specifically, the Life-Saving Rules.

Laborelec and the supplier shall jointly analyze all the failures to comply with health and safety obligations over the Agreement's term, as well as all the positive behaviors and initiatives adopted to improve safety, and the results will be included in the evaluation of the supplier.

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