

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES - NEXANS FRANCE 2023

I - PREAMBLE

These terms and conditions of purchase (the "Conditions") of Nexans France apply to the purchase from supplier ("Supplier") of any goods, materials, equipment (including spare parts) (the "Goods") and/or services (the "Services") by the purchaser, part of the Nexans group, ("Purchaser") identified on the face of the purchase order ("Order"). These Conditions shall be deemed to constitute the purchase Goods and/or Services from Supplier and do not represent a minimum purchase commitment.

No general conditions of the Supplier shall govern the Order, except with the prior written consent of the Purchaser.

II - ORDER

1.1 Supplier shall acknowledge receipt of the Order in writing and therein shall confirm the prices, quantities and delivery or execution dates and address (whenever applicable) stipulated in the Order no later than 2 working days from its receipt thereof. If Supplier fails to acknowledge receipt of the Order within the stated period, it will be deemed to have accepted the Order.

1.2 The Order is firm and final when the Purchaser accepts the acknowledgement of receipt attached to the Order and/or by email. Such receipt shall be free and clear of any omission, errors, duly signed and dated with the corporate stamp of the Supplier. No modification or amendment to the conditions of the Order shall be taken into account without the prior written consent of the Purchaser.

If the Order is a "blanket purchase order", then the Order shall constitute a non-binding forecast only, and Supplier is authorized to ship if and only when Purchaser issues a call-off release referencing the blanket purchase order number. No terms or conditions of sale proposed by Supplier that deviate from or supplement the provisions contained herein are accepted by the Purchaser and any such proposed terms and conditions are deemed to be excluded and null and void.

2.3 In case of discrepancies between the specific conditions of the Order and these Conditions, such discrepancies shall prevail over the latter.

2.4 Once Supplier has acknowledged receipt of the Order or is deemed to have accepted the Order, any condition without the prior written consent of the Purchaser shall not be binding on the Purchaser. Any partial performance of the Supplier means the full acceptance of the Order.

2.5 Up to the delivery date Purchaser reserves the right to modify any Order (including but not limited to increases and/or reductions in the quantities of Goods and/or Services contained therein). Any such modification or amendment shall be subject to the prior approval of the Purchaser.

III - PRICE

3.1 The price payable for the Goods and/or Services shall, if necessary, be inclusive of installation as well as of all royalties, fees or other amounts payable to any third party in respect of the Goods and/or Services.

3.2 All prices shall be expressed in the currency of the order.

- the prices of the Goods or Services are denominated and invoiced in the local currency of the country where the Products will be delivered and/or the Services will be performed.

- all prices stated in the Order are firm, non-revisable and include all charges for packing, packaging, loading, transport, insurance, delivery and unloading to the delivery point specified in the Order and any duties, taxes and levies other than VAT. If the performance of this Order becomes more onerous for one of the Parties, in case of change of circumstances, the Parties shall be required to renegotiate the price, each party agreeing to bear the consequences of any unforeseen event.

3.3 Purchaser shall be entitled to any discount for prompt payment which Supplier customarily grants to its customers.

3.4 The prices which Supplier offers to Purchaser shall be no greater than those that Supplier charges its most favored customers, taking into account relevant differences in specification, quantity, economic conditions at time of order.

3.5 Any increase in the price shall be subject to the express prior written consent of Purchaser. If the Purchaser does not agree with the price increase, the Purchaser shall have the right, in its sole discretion, to cancel the Order at no cost and claim damages if any. In any case, price increase are capped at 2% per year.

3.6 Purchaser reserves the right to deduct from the price (A) the price of any defective Goods and/or Services, any costs and expenses incurred by Purchaser in returning defective Goods and/or Services to Supplier and any consequential loss or loss of profits arising therefrom; (B) any liquidated damages due in accordance with clause 6.3; and (C) any other set-off or counterclaim to which Purchaser may at any time be entitled.

IV - INVOICING, PAYMENT

4.1 Each delivery shall be covered by a separate invoice.

4.2 Each invoice shall be issued by the Supplier on the date of receipt without reservation of delivery of the Goods and/or execution of the Services in accordance with the terms of the Order. The invoice shall specify the total gross and net weight of each shipment, the quantity delivered, the Order or Purchase Order number, the price, any discounts granted and, if applicable, any related expenses defined in the Order as well as all legal mandatory mentions.

4.3 Unless otherwise stipulated in the Order, payment terms of any undisputed invoices shall be 45 days after the end of the month from the issuance date of the invoice by the Supplier. Payment shall be made by bank transfer or cheque provided the invoice complies in all respects with clause 4.2. In case of late payment and in accordance with articles 1213 and 1216 of the French commercial code, late payment penalties are equal to three (3) times the French legal interest rate, as well as a fixed indemnity for collection costs of 40 euros or the minimum legally required according to applicable law.

4.4 Payment by Purchaser of the price shall not constitute acceptance of the Goods and/or Services and is without prejudice to any rights Purchaser may have by reason of the Goods failing to comply with any specification relating to the Goods or any breach by Supplier of all or any of the clauses in the Order (including VAT).

4.5 In the event of any defect, omission or error in the invoice, or if the invoice is defective and/or incomplete, the Purchaser shall have the right to withhold payment of the invoice until the non-conformance issue is remedied. The Buyer also has the right to offset any amount due to or become due to the Seller, any amount due to the Buyer by the Seller (including, but not limited to, penalties due by Seller for late or partial delivery of the Products or performance of the Services pursuant to Article 6). Invoices for Services issued without properly signed acceptance report in accordance with acceptance criteria defined in the specific conditions will not be processed by Buyer.

V - DELIVERY

5.1 Unless otherwise agreed in writing, delivery of the Goods and/or Services shall take place on the delivery date or acceptance date for Services at the place and time stated in the Order and shall be accompanied by a delivery note bearing the number of the Order and the description and quantity of Goods delivered or acceptance report for Services. If Supplier fails to provide the delivery note, the quantity and weight of the Goods as determined by the delivery note, the price, any discounts granted and, if applicable, any related expenses defined in the Order.

5.2 Supplier will provide Purchaser with any information which may be necessary or useful to enable Purchaser to take delivery of the Goods and/or Services.

5.3 Each delivery shall correspond exactly to the quantity stated in the Order.

5.4 Acceptance of delivery of the Goods and/or provision Services shall not be deemed to constitute acceptance of the Goods and/or Services.

5.5 If the invoice is incomplete, without prejudice to any other rights or remedies Purchaser may have under the Order, Purchaser reserves the right to accept or reject the Goods and/or Services notwithstanding signature by Purchaser of the delivery note or other, and to suspend payment.

5.6 Delivery or performance by installments shall be subject to the express prior written consent of Purchaser and in the event Purchaser accepts delivery of the Goods and/or Services by installments, each delivery shall be invoiced separately but the deliveries shall be treated as a single order and not severable.

VI - DELAYS IN DELIVERY

6.1 Time shall be of the essence for each Order.

6.2 Supplier shall immediately and in any event within 3 working days give Purchaser written notice of any delay in the delivery of the Goods and/or Services that occurs or is foreseen by Supplier. Such notice shall include details of any resultant effect on the delivery date, the causes of such delay and the corrective action proposed by Supplier.

6.3 Notwithstanding the clause 6.2 above, Purchaser reserves the right at its discretion and without prejudice to any other rights or remedies available under the Order or at law to: (A) agree to an extension of the delivery date or a revised performance schedule; or (B) cancel the Order in whole or in part, and Supplier shall not be entitled to any compensation for cancellation of the Order and shall reimburse to Purchaser all costs and expenses incurred by Purchaser as a result of the cancellation of the Order, including but not limited to the cost of purchase of substitute items obtained from other suppliers; or (C) levy against Supplier without prior notice liquidated damages of 2% of the value of the delayed order for each week of delay up to a maximum of 20% of the total value of the Order. The payment of such liquidated damages by Supplier shall not release Supplier from the performance of its obligations under the Order and shall be without prejudice to the right of Purchaser to claim additional damages to the extent that the liquidated damages paid do not cover fully all damages that are suffered by Purchaser as a result of Supplier's delay.

VII - PASSING OF PROPERTY AND RISK OF GOODS

7.1 Full title to the Goods and Risk of Goods shall pass to Purchaser at the earliest of the date the Goods are delivered to Purchaser unless the Goods are rejected; or the date payment for said Goods is made by Purchaser to Supplier, and Supplier agrees to execute all documents and do all things necessary to perfect such transfer of title.

7.2 Risk in the Goods shall remain with Supplier until said Goods are delivered in accordance with the Order.

VIII - REJECTION AND RETURN OF GOODS

8.1 Purchaser shall not be deemed to have accepted any part of the Goods until after Purchaser, or its sub-purchasers, have conducted a physical inspection of the Goods and confirmed to Supplier that they are in accordance with the Order. Purchaser may by written notice to Supplier reject Goods which it reasonably believes are not in accordance with the Order until a reasonable time after such inspection.

8.2 Purchaser shall specify the reasons for rejection and return the rejected Goods to Supplier at Supplier's risk and expense. Purchaser notifies Supplier to the contrary, Supplier shall replace such rejected Goods without delay and at no cost to Purchaser with Goods which are, in all respects, in accordance with the Order. Any Goods subject to this clause shall be treated as a late delivery and subject to the provisions of clause 6.

IX - PACKAGING AND TRANSPORTATION OF GOODS

9.1 The Goods shall be marked in accordance with Purchaser's instructions and any applicable regulations.

9.2 Supplier shall be liable and shall indemnify Purchaser for all loss, damage and expenses (whether direct, indirect or consequential) suffered or incurred by Purchaser in connection with and arising from or as a result of any claim in relation to unsuitable containers and/or packaging materials which do not comply with any regulations.

X - INSPECTION AND TESTING OF GOODS

10.1 Supplier shall carry out, at its own costs, all examinations and tests and provide certification each as specifically required by the Order or as otherwise required by law, appropriate codes and sound engineering practices. Supplier shall give Purchaser not less than fourteen (14) days written notice by e-mail or facsimile of the time and place of any such examination and testing. Purchaser shall, upon Purchaser's request, provide Purchaser with a copy of all relevant examination/test data. No Goods shall be delivered until all applicable tests and inspections have been completed revealing no defects therein.

10.2 Purchaser reserves the right to attend and witness all examinations and tests of Goods as well as to carry out its own examination, testing and inspection of Goods and to audit any services performed.

10.3 Supplier shall provide, free of charge, to the personnel or authorized representatives of Purchaser conducting an examination, testing and inspection on behalf of Purchaser, all reasonably necessary equipment, supplies and facilities to enable their tasks to be carried out at Supplier's premises or, where reasonably practicable, at the premises of a sub-supplier.

10.4 Noting herein shall relieve Supplier of its obligations under the Order or be deemed to constitute acceptance of the Goods by Purchaser.

10.5 Purchaser and its authorized representatives shall have the right at all reasonable times from the date of the Order and for a period of five (5) years thereafter to inspect all records and related documents, procedures and controls, and to interview Supplier, its agents and sub-suppliers, for the sole purpose of determining whether there has been compliance with the requirements of the Order and Supplier shall keep all records and related documents, procedures and controls relating to the Order for a period of five (5) years from the completion of the performance of the Order.

XI - WARRANTY

11.1 Supplier warrants and represents to Purchaser that: (A) the Goods (including replacement parts) and/or Services shall be free from defects in design, workmanship and material and shall comply in all respects with the performance criteria, specifications, drawings and other descriptions supplied by Purchaser or designated in the Order and will be new, fit and sufficient for the purposes for which they are intended as evidenced in the Order, and of satisfactory quality; (B) it has the experience and capability to design, manufacture, test, inspect, repair and finance and will make available all requisite materials, tools and equipment for the satisfactory and timely supply of the Goods; (C) it shall observe and exercise the standard of care and competence which reputable suppliers normally practice in the performance of similar work and shall not incorporate into the Goods without the prior written approval of Purchaser any design or feature unless said design or feature has been incorporated in items similar to the Goods and proven in commercial service; and (D) the Goods shall be supplied in compliance with all applicable laws, regulations, codes and standards, including any order or regulation which may be in force from time to time when the same are applied.

11.2 In the event the Goods are found to be defective, non-compliant with the Order or otherwise in breach of any of the warranties set out above during two (2) years after the date on which such Goods are put into commercial use by Purchaser, its sub-purchasers or customers, subject to longer statutory provisions, Supplier shall at its own expense as quickly as possible and at the option of Purchaser make such alterations, repairs and replacements which may be necessary so that the Goods comply with the contract specification and warranties set out in clause 11.1 above and shall reimburse Purchaser for any and all costs and expenses incurred by Purchaser in connection with the rectification of such malfunction, breakdown or defect, including where the Goods have been incorporated by Purchaser into finished goods, the costs of re-manufacturing such goods, as well as any amounts owed by Purchaser to its customers such as the costs of dismantling and replacement of the finished goods incorporating the defective Goods and the cost of disposal of such goods, all as well as all other costs and expenses incurred by Purchaser in a minimum period of 24 months from the date of receipt by the Purchaser. During the warranty period, the Supplier shall provide, free of charge and in a diligent manner, all the remediation services required to bring the Services to compliance.

11.3 In the event that Supplier does not commence and diligently proceed to complete the alteration, repair or replacement of the Goods or Services within the time agreed between the parties (to be a reasonable period in the event that the parties fail to agree such time), Purchaser shall be entitled to suspend the request of Purchaser, produce appropriate evidence confirming that such insurance is in place.

11.4 If Supplier replaces or repairs Goods / Services pursuant to clause 11.2 then the provisions of clause 11 shall apply to such replaced or repaired Goods / Services for a period of two (2) years from the date they are introduced back into commercial use or bring to compliance.

11.5 The terms of this clause 11 shall survive the expiration or termination of any Order.

XII - PURCHASER'S TOOLS

12.1 Any tools, moulds or other equipment provided or paid for by Purchaser to Supplier in the performance of the Order (hereinafter "Purchaser's Property") shall remain the property of Purchaser. Purchaser makes no representations or warranties.

12.2 Supplier shall be liable for any loss or damage thereto or caused by Purchaser's use of such tools, moulds or other equipment.

12.3 Supplier shall not pledge, charge or grant liens over or claim any title, right or interest in Purchaser's Property.

XIII - INSURANCE, LIABILITY AND INDEMNITY

13.1 Supplier shall maintain at its own cost full and sufficient insurance cover with a reputable insurance company to cover its actual and potential liabilities hereunder within the limits of its policy or the subject of the request of Purchaser, produce appropriate evidence confirming that such insurance is in place.

13.2 Supplier shall be liable for all losses, damages, costs (including legal costs) and expenses, (whether direct, indirect, consequential, loss of anticipated profits or otherwise) suffered by Purchaser as a result of any breach of warranty by Supplier, default by Supplier in the performance of its obligations under an Order, misrepresentation by Supplier or Purchaser terminating the Order.

13.3 Supplier shall indemnify Purchaser and hold Purchaser harmless from and against any and all liability for or in respect of any injury to any third party or for loss or damage to any third party's property and against all claims, demands, proceedings and causes of action resulting directly or indirectly therefrom and arising out of any act or default on the part of the Supplier, its sub-suppliers, servants or agents in the performance of any of its obligations under this Order, including, without limiting the generality of the foregoing, any liability arising under any relevant product liability legislation.

XIV - SUSPENSION BY PURCHASER

If the Supplier is in default of its obligations, Purchaser may order Supplier to suspend the Order in whole or in part, at any time for up to six (6) months and at the sole risks, account and expense of Supplier.

Purchaser may order Supplier to suspend delivery of the Goods at any time for up to 60 days, provided that Purchaser shall provide Supplier with written notice of such suspension at least 5 days prior to the delivery date and Purchaser shall be under no liability to Supplier if Supplier fails to deliver the Goods. Supplier shall be liable for storing the Goods until the new delivery date at its risk and cost.

XV - TERMINATION BY PURCHASER

15.1 Purchaser shall be (without any liability on the part of Purchaser) entitled to terminate the Order in whole or in part (or any other Order with Supplier), without prejudice to its other rights at law or under the Order immediately upon notice and to be indemnified by Supplier in accordance with clause 13.2 if Supplier:

(A) should breach or fail to comply with any of its obligations under an Order; or (B) becomes insolvent or has a receiving order made against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or carries out its business under a receiver, manager, administrative receiver or administrator for the benefit of its creditors or any of them; or the subject of proceedings, analogous to any of the foregoing in any jurisdiction in which it is incorporated or carries on its business. Any and all losses, damages, expenses and costs incurred by Purchaser, whether direct, indirect, consequential or otherwise including but not limited to liquidated damages, shipping and storage costs and costs involved in having the Goods and/or Services supplied by third parties, shall be to the sole account and expense of Supplier.

15.2 Upon termination under clause 15.1, Purchaser may: (a) return to Supplier at Supplier's cost and risk part or all of Goods delivered, and/or return Supplier's premises and recover any Goods in which title has passed to Purchaser.

15.3 The Purchaser may at its sole discretion and at any time terminate or cancel any Order issued hereunder, in whole or in part for convenience with a prior notice of 10 days. Such notice of termination shall become effective forthwith upon receipt, unless otherwise provided in the termination notice letter. Termination shall be without any liability to the Supplier other than the payment of those Goods and/or Services which are upon the termination date (i) either ready for shipment to Purchaser or (ii) in transit to Purchaser or (iii) or actually delivered to Purchaser.

XVI - CONFIDENTIALITY AND PUBLICITY

Supplier shall and shall procure that its employees and sub-suppliers shall not divulge to any third party or use for another purpose than the Order, the information that he might receive during the execution of the Order. This confidentiality undertaking shall remain in force for three (3) years after the delivery of the Goods and/or Services. The Purchaser may immediately terminate all current Orders in the event of any breach of this confidentiality undertaking; without prejudice to any interest claims or damages that the Purchaser may raise.

Supplier shall not make public the business relationship with Purchaser though advertising or in any other way without prior written consent from Purchaser.

XVII - INTELLECTUAL PROPERTY

17.1 Any reports, specifications, drawings, other documents, plans, designs or computer software submitted by Purchaser to Supplier in connection with this Order shall remain the exclusive property of Purchaser, shall be used by Supplier for the sole purpose of the performance of this Order and shall be returned forthwith to Purchaser upon completion of this Order or termination.

17.2 Title to all drawings, specifications, deliverables calculations and other documents or computer software (including object codes and documented source codes of software) prepared by Supplier or sub-suppliers specifically in connection with the supply of the Goods and/or Services to Purchaser (in relation with the Order) together with any copyright, design right or other intellectual property rights therein shall vest exclusively in Purchaser progressively as and when created.

17.3 Goods and/or Services made specifically to Purchaser's specifications shall not be manufactured by Supplier for or used by Supplier for any third party without Purchaser's prior written consent.

17.4 Supplier undertakes not to assert against Purchaser any intellectual property rights held by Supplier in the Goods and/or Services and to obtain from its personnel, its sub-suppliers, the creators and inventors and from generally, any person directly or indirectly involved in the development/manufacture of the Goods and/or Services, all the rights necessary to freely assign to Purchaser the Goods and/or Services and the intellectual property rights therein free of charge.

17.5 Any invention, whether patentable or not, made by Supplier in connection with the performance of any Order placed by Purchaser for inter alia, the development of a new product or a new process, shall be the exclusive property of Purchaser. The use of any invention or process made by Supplier in connection with the performance of any Order placed by Purchaser with Supplier unless otherwise agreed by Supplier and Purchaser in a separate written agreement.

17.6 Supplier shall indemnify and hold harmless Purchaser, its successors, assignees, vendees, and users of the Goods and/or Services from and against any and all claims, demands, damages, losses, costs and liabilities arising out of or resulting from the actual or alleged infringement by the Goods and/or Services of any rights under patents or other intellectual property rights, including but not limited to the right to sue for such infringement; any part thereof are held to constitute an infringement of the patents or other intellectual property rights of any third party and use thereof is enjoined, Supplier shall at the discretion of Purchaser and at the expense of Supplier either replace the infringing Goods and/or Services or part thereof by non-infringing Goods and/or Services or parts with similar technical specifications as those of the infringing Goods and/or Services or parts thereof; modify such Goods and/or Services or part thereof so that they become non-infringing of the intellectual property rights of any third party or the right to sue for such infringement; assignees, vendees, and users of the Goods and/or Services to continue use of the Goods and/or Services at no cost to any of them.

XVIII - LEGAL AND BENEFICIAL OWNER

Supplier warrants that it sells the Goods and/or Services as sole legal and beneficial owner thereof and accordingly Supplier warrants that the Goods and/or Services are free and clear of all liens, charges, third parties rights or encumbrances.

XIX - LAW AND JURISDICTION

These Conditions and the Order shall be governed by and construed in accordance with the laws of France if the Supplier's place of incorporation is France. If not, these Conditions shall be governed by the laws of England and Wales. Any dispute arising in connection with these Conditions or the Order will be submitted to the exclusive jurisdiction of the French courts if the Supplier's place of incorporation is France. If not, any dispute arising in connection with these Conditions or the Order will be submitted to the exclusive jurisdiction of the Courts of England and Wales.

XX - COMPLIANCE WITH LAWS, REGULATIONS, CODES AND STANDARDS

20.1 Supplier warrants that, in undertaking the requirements of the Order, Supplier, the Goods and Services and its subcontractors shall comply with all applicable laws, regulations, codes and standards including, without prejudice to the generality of the foregoing, all applicable environmental, health and safety, occupational health and safety, environment, manufacture and delivery, and shall procure that any sub-suppliers comply therewith. Supplier further warrants that it shall comply with Buyer's code of conduct and CSR Supplier Charter already in its possession and accessible through these links: <https://www.nexans.com/en/dam/jcr:73551fc0-00dc-46e4-90da-017dcb3c4952/2022-nexans-code-of-ethics-and-business-conduct.pdf> and <https://www.nexans.com/en/dam/jcr:26857316-bb99-4ae5-531a-4c5026e2e307/nexans-csr>.

20.2 The Supplier's Compliance with « REACH »

20.2.1 For the Supplier incorporated within the EU and EEA countries: It declares and warrants that, each substance as such, in preparation or in a Good (i) has been or will be, duly and timely pre-registered and/or registered according to the intended use by the Purchaser; (ii) is not restricted, as specified in REACH; (iii) is not forbidden as specified in REACH; (iv) is not subject to any special conditions of use, such as, in preparation or in a Good, the Supplier declares and warrants that the registration dossier of each substance as such, in preparation or in a Good, covers and will cover the normal and reasonably foreseeable conditions of use. The Supplier is required to inform immediately the Purchaser by registered letter and in any case no later than twelve (12) months before the relevant deadline for registration of any decision of a third person or of the Supplier itself that could impact the registration of a substance as such, in preparation or in a Good, and (v) prohibit or restrict the manufacture, import, use and/or supply of such substance as such, in preparation or in a Good.

20.2.2 For Supplier not incorporated within the EU and EEA countries: Supplier certifies that it appointed an only representative incorporated within the EU territory in charge of the strict compliance with REACH of the Supplier's entire portfolio of substances as such, in preparation or in a Good. If the Supplier did not appoint such only representative, it certifies that it has appointed a sole representative of the Supplier, with all relevant information and data regarding these substances as such, in preparation or in a Good prior to the effective date of the Order, so as to allow the Purchaser to strictly comply with REACH.

20.3. The Supplier declares and warrants that at all times it and its subcontractors comply with the RoHS Directive 2011/65/EC (RoHS 2) at their own expense. The Supplier of Electrical and Electronic Equipment (EEE) declares and warrants that all goods comply with the RoHS 2 on the restriction of hazardous substances and that the products sold do not contain lead, mercury, cadmium, hexavalent chromium, polybrominated diphenyl ethers (PBDE) polycyclic aromatic hydrocarbons (PAHs), bis(2-ethylhexyl) phthalate (DEHP), Bis(2-butoxyethyl) phthalate (BBP), Dibutyl phthalate (DBP), Dioctyl phthalate (DOP) and/or any other substance to the extent that its use is restricted by amendments to RoHS 2, except in accordance with the concentrations and exemptions set out in the RoHS 2 and its annexes. The Supplier shall comply with any amendments to RoHS 2 that the European Parliament or other regulatory body may impose, as well as any other instructions given by the Purchaser.

(A) In no event shall Supplier or its subcontractors be involved in any anti-corruption, anti-bribery, anti-trust, sanctions and anti-money laundering laws, applicable tax laws and any other criminal laws, as well as any other rules and regulations applicable to the performance of the Order; (B) Did not in the past and shall not in the future offer, promise or provide payments or any other advantages or favors, both directly or indirectly, to: (1) a private party; or

(2) a public official, member of the judicial system or any other government-related or state-owned entity; (C) Public Official, by itself or by any other person or entity, in any order to influence such Public Official or any other official; as such a result could lead to an improper advantage to Purchaser or any of its affiliates; (C) Is not a Public Official and does not have any personal or business relationship or association with any Public Official who is or will be in a position to affect or influence Purchaser's or any of its affiliates' business operations; (D) Has never been convicted for violating anti-corruption, antitrust, sanctions, anti-money laundering law or any other criminal laws, and has not been, and currently is not subject of any criminal, court or administrative proceedings in connection with such offenses.

If, during the term of the business relationships, Supplier becomes aware that any representation or warranty set forth in this clause 20.4 above no longer being true and correct, Supplier shall promptly, in any event no later than within seven (7) business days, notify the Purchaser. Whether or not notification within the seven (7) business days is received, if Purchaser determines that the breach of representation or warranty or changed circumstances have caused or may cause to terminate the Order, Supplier may terminate the Order in its sole discretion in accordance with clause 20.6 below.

20.5 In the event Purchaser has reasonable grounds to believe that there has been a breach of the representations and warranties contained in clause 20.4 above, Purchaser has at any time during the term of the Order or the business relationships and for a period of three (3) years thereafter the right to designate a qualified external and independent auditor (the "Auditor") to assess the fulfillment of the representations and warranties contained in clause 20.4 above. The Auditor shall have the right to examine, during non-business hours, the books and records of Supplier pertaining to the performance of any Order under these Conditions. This shall include the tracking of payments made thereunder (by reviewing, without limitation, bank account statements, books and accounting records, tax returns or financial statements) and to retrace all related payment transactions (the "Audit"). Supplier shall provide to the Auditor comprehensive information, support and access to the rooms and offices used by the Supplier. Following the Audit, the Auditor shall submit a written report to Purchaser.

20.6 The appointment of Supplier was expressly made on the basis of the representations and warranties set out in this clause remaining true and accurate. Purchaser may terminate the Order in writing with immediate effect for good cause if it has reasonable grounds to believe (on the basis of credible information, including, but not limited to, DowJones reports, well-sourced press reports or third-party statements that it reasonably believes to be reliable) that Supplier has committed a breach of these Conditions, in particular relating to the representations and warranties in clause 20.4. Any breach of a representation and warranty contained in clause 20.4 shall constitute a breach of these Conditions and entitles Purchaser to terminate the Order at any time and with immediate effect, without any liability to Purchaser or compensation or reimbursement to the Supplier.

20.7 The Supplier commits (i) to take all appropriate security arrangements (including assessing the level of security to the processing) to prevent unauthorized access, collection,

use, disclosure, copying, modification, disposal, loss, destruction or similar risks of any personal data received or and/or collected from Purchaser ("Personal Data"); (ii) not to transfer, share or otherwise use or disclose such Personal Data without Purchaser's prior written approval; and (iii) to make available Personal Data only to its employees who have a legitimate business need to access the Personal Data and are committed under Supplier's privacy and data protection obligations.

20. Supplier represents, warrants and undertakes that it complies and will comply with all export control regulations and economic sanctions laws, including but not limited to those enforced by the United States, the European Union, the United Kingdom, France (hereinafter "Trade laws").

Supplier confirms that as of the date of the Order it is not controlled or owned directly or indirectly at 50% or greater level (individually or in the aggregate) by one or more sanctioned parties under the Trade laws.

Supplier represents as of the date of the Order and throughout its duration that (i) neither the Supplier nor any of its shareholders, affiliates, subsidiaries, directors, officers, employees, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, and (ii) to the Supplier's knowledge, none of its agents, representatives or other persons acting on behalf of the Supplier, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, is a sanctioned individual or sanctioned entity, or is subject to any trade restrictions or sanctions administered by any country or other relevant sanctions authority.

The Supplier warrants and certifies that it has not sourced, procured or purchased the products subject to an Order or parts thereof from (i) a sanctioned person under the Trade laws, and that it has conducted all required checks and has performed the appropriate due diligence to determine that such person is not a sanctioned person under the Trade laws, or (ii) from a country or territory that is subject to a trade ban or import ban imposed by U.S., EU, UK, France (list is not exhaustive) under the Trade laws, including but not limited from Iran, Syria, Russia, Crimea, the areas controlled by the so-called Donetsk People's Republic and Luhansk People's Republic oblasts of Ukraine.

Without limiting any rights of the Purchaser, if at any point in time Supplier is in violation of the Trade laws, the Purchaser is (a) relieved of all obligations under these Conditions, (b) where applicable, suspend or have suspended any payment to the Supplier until such time as the Purchaser may lawfully resume payment, (c) may terminate an Order at its sole discretion, without any advance notice and without payment of any penalty, (d) may claim damages resulting from the breach of these Conditions by the Supplier.

20.9 Services performed on Buyer's premises. If, under the Order, Supplier is required to perform Services on premises owned or occupied by Purchaser or any of its affiliates Buyer shall comply and ensure that its suppliers, subcontractors and their respective employees and agents shall comply with all applicable laws, regulations, codes of practice and requirements, including those relating to health, safety, hygiene, ethics and the environment, in force on such premises.

20.10. The Supplier undertakes to inform the Purchaser of the proportion of the turnover it achieves with the latter, as soon as this exceeds thirty percent (30%) of its annual turnover. In this case, the Supplier undertakes, as far as possible and within a reasonable period of time, to pursue an active commercial policy aimed at limiting this proportion to the said threshold.

20.11. The Supplier's personnel assigned to the Services remain, in all circumstances, under the administrative control and hierarchical and disciplinary authority of the Service Provider. Regardless of the duration of the Services, the Supplier's personnel may under no circumstances be legally assimilated to an employee of the Purchaser or to a temporary employee placed at its disposal.

In its capacity as employer, the Supplier is responsible for the administrative, accounting and social management of its employees. In particular, the Supplier recruits, employs, remunerates, trains and directs the staff required to perform the Services defined in each Order. It shall be responsible for complying with employment legislation, for paying the social security contributions relating to its personnel and for any commuting or work-related accidents that may occur to its employees as a result of or in connection with the Order. In addition, the Supplier shall provide with all of the documents required by the Purchaser (eg tax and social contributions certificates) prior to performance of the Services. Every six (6) months, the Supplier will also be required to submit the required and notably social declaration certificates, in accordance with the law.

XXI. SUPPLIER REGISTRATION AND SUPPLIER DATA MODIFICATION

21.1 The Purchaser manages the registration of all its suppliers dealing with any of the Purchaser entities and the modification of any of supplier's master data shall be done via the SAP Arriba business network portal : <https://service.ariba.com/Supplier.aw>

21.2 For new suppliers, requests for registration will be sent out by the Purchaser to start a registration process. For existing suppliers, all requests to modify your own data must be addressed to Communication.pss@nexans.com

21.2 All data (e.g. bank account, VAT, addresses...) will be systematically verified by our Purchasing Shared service (PSS) before being populated in Nexans systems.

XXII MISCELLANEOUS

21.1 Failure or delay of Purchaser in exercising any of its rights under an Order shall in no way constitute a waiver of those rights nor shall such failure excuse Supplier from any of its obligations under such Order.

21.2 Supplier undertakes not to create or do anything which could result in the creation of any lien, charge or other encumbrance on the property of Purchaser.

21.3 The Order shall not be assigned or sub-let, in whole or in part, by Supplier without the express prior written consent of Purchaser. Notwithstanding the consent of Purchaser, Supplier shall not be relieved of any obligations under the Order. Any sub-letting of the whole or any part of the Order by Supplier shall not create any contractual relationship.