

#### General Terms and Conditions of Purchase - Veolia and subsidiaries

#### 1. Scope of application.

- 1.1. These general terms and conditions of purchase (hereinafter the "General Terms and Conditions") brought to the Supplier's attention prior to the order, request or Agreement (available on the <a href="https://www.veolia.be">www.veolia.be</a> website) shall apply to all requests, orders and contracts relating to the execution of works, the delivery of products and/or the provision of Services to or for Veolia nv-sa and its subsidiaries (hereinafter referred to as "Veolia"). The general terms and conditions of sale of the supplier/provider of works, products and/or services (hereinafter referred to as the "Supplier") shall not apply, unless Veolia has expressly acknowledged their application in writing. The Supplier's acceptance of the order automatically means that it approves the General Terms and Conditions, including for any additional orders. The parties may agree, expressly and in writing, to derogations, amendments or changes to these Conditions (hereinafter referred to as the "Special Conditions").
- **1.2.** The agreement between the parties (referred to hereinafter as the "Agreement") shall take effect on the date at which the Supplier unconditionally accepts the order in writing in particular of the order by post, fax or e-mail or at which the Supplier begins to fulfil the order. Failure by the Supplier to confirm an order within 5 (five) working days, or agree upon an order in the case of reservations being expressed when the order is accepted, or if the parties fail to reach an agreement on the contractual conditions, the order may be cancelled without compensation.
- 1.3. The Agreement consists of (i) the written order (or the purchase order), the order; (ii) the Special Conditions; (iii) these General Terms and Conditions. In case of contradiction in the documents, the Special Conditions shall prevail over the General Terms and Conditions. Amendments or additions to the Agreement shall only have effect if they have been expressly accepted in writing by Veolia. "Under no circumstances Veolia shall be considered as the importer nor be liable for the importation of the goods.

## 2. Delivery

- 2.1. Delivery periods and the numbers of works, products to be delivered and/or services to be provided constitute the essence of the Agreement for Veolia and constitute obligations of result for the Supplier. The Supplier guarantees that it has sufficient means and staff to execute the Agreement properly and in good time. Execution is to be provided at the time stated in the order or within the period agreed by the parties in writing. That date or period shall be binding, unless the Supplier can demonstrate the occurrence of an event of force majeure (as defined in Article 10.1 below) and the Supplier shall automatically be held to be in default if it fails to respect such date or period.
- **2.2.** The Supplier undertakes always to inform Veolia of any oversight, inaccuracy or inconsistency that it finds in the request, order or annex to such request or order.
- **2.3.** Without prejudice to other legal remedies available to procure full reparation for the costs and damage incurred, Veolia shall be entitled to reject any part of the works, products and/or services that is delivered/provided late.

#### 3. Safety - Deliveries made in the buildings of Veolia or of a customer of Veolia

- **3.1.** The Supplier accepts the registration form for subcontractors (including the safety charter) and, unless the Supplier is VCA certified, fills in the checklist for subcontractors.
- **3.2.** The Supplier has familiarised itself, or shall ensure that it familiarises itself, with (i) the place of delivery in order to carry out the delivery safely; (ii) the regulations and instructions to be complied with within Veolia's or Veolia's customer's company or buildings with regard to safety which are applicable to the place of delivery, such as, for example, but not limited to, the health and safety plan, the construction site regulations,...
- **3.3.** While the Supplier is in the buildings of Veolia or of a customer of Veolia, it undertakes to comply with the operational, safety and other regulations applicable to such buildings. The Supplier shall ensure that its subcontractors comply with this Article.
- **3.4.** The Supplier shall draw up a prevention plan including an analysis of the specific risks of the works that it is in charge of, that will be submitted to Veolia and signed by the parties before starting the works. The Supplier will arrange for the necessary work permit(s).
- **3.5.** The Supplier is responsible for, and shall ensure that its subcontractors and employees comply with, all of its well-being and safety obligations which must be complied with in accordance with the applicable workplace legislation, and in particular (i) the risks to the well-being of workers at the workplace; (ii) protection and measures and actions and prevention at the workplace; (iii) the organisation of first aid at the workplace; (iv) firefighting and the evacuation of personnel from the workplace.
- **3.6.** Veolia is committed to safety and if one or more of the Supplier's employees suffers a serious accident at work, Veolia shall be informed without delay (i.e. on the day of the accident). The Supplier shall see to it that the accident is investigated immediately by its competent department and that all the reporting procedures required by law have been completed.
- **3.7.** The work/services must be performed during the working hours communicated, unless Veolia explicitly requests otherwise. Travelling and waiting times are supposed to be included in the price and cannot be charged.

# 4. Quality and approval

Veolia has the authority to inspect and approve all works, products and/or services at the place of manufacture (on condition that it gives advance written notification) or at the place of destination/execution. The Supplier shall provide its full cooperation in any approvals and inspections and shall provide the required documents and information.

# 5. Price and payment

- **5.1.** Unless expressly agreed otherwise, the prices specified in the order are fixed, in euros and exclusive of VAT, and include all packaging, transport, insurance and any other possible costs. If delivery or execution runs for more than one year, an indexation formula may be applied after one year, on the anniversary date of the Contract. The overdue indexation expires after one year. Currency rate differences between order and delivery dates cannot be charged.
- **5.2.** Invoices shall be sent to the invoicing address in accordance with the special invoicing instructions listed in the order or which are specified thereafter. All invoices must specify the order number, a reference to the delivery note, the item number(s) and the quantity or quantities. Invoices that fail to mention the order number shall automatically be refused and returned to the sender.
- **5.3.** Unless the law provides otherwise, invoices shall be payable within 60 (sixty) days provided Veolia accepts the work, products and/or services it ordered. Payment does not in any way whatsoever imply that Veolia approves the work, products and/or services as complying with the terms and conditions of the Agreement, neither shall it also in any way imply a waiver of any right whatever. Should Veolia fail to pay on time or in full without reason, the Supplier shall only have the right to suspend the delivery and/or execution of the Agreement after a formal notice sent in writing to Veolia has remained unsuccessful.
- **5.4.** The Supplier's receivables from Veolia shall not be transferable. Veolia is entitled to set off any claims that the Supplier has against Veolia against any amounts that the Supplier owes Veolia.
- **5.5.** Depending on the specific circumstances or size of the Purpose of the Agreement, Veolia shall be entitled to demand that the Supplier provides a bank guarantee or other form of security.



#### 6. Insurance and liability

- **6.1.** The Supplier must take out, at its own expense, appropriate and adequate insurance cover with a generally accredited insurance company for its activities in conformity with the standards expected of a company performing such activities and that it shall maintain said cover as long as it has contractual obligations towards Veolia. Such insurance policies shall provide at least comprehensive, professional, general and product liability cover. Upon Veolia's first request, the Supplier shall provide insurance certificates proving such cover within a period of 8 (eight) days after such request. Failure to respect this clause shall give Veolia the right to terminate the Agreement.
- **6.2.** The Supplier shall be liable for and shall fully compensate and indemnify Veolia without reservation for all losses, costs, damages, expenses and detrimental consequences that Veolia may suffer or incur, as well as for any third-party claim for loss or damage resulting from (i) a defect in or shortage of the products and/or services delivered/provided, (ii) a delay in the delivery, (iii) non-fulfilment of an offer or order agreed with the Supplier, (iv) negligence or damage, (v) a violation of third-party rights (intellectual property rights), (vi) a breach of an applicable law or regulation, or (vii) an error or failure by the Supplier in carrying out the Agreement.
- **6.3.** The Supplier shall compensate Veolia for any fines and/or damages and interests that the customer might demand of Veolia as a result of a failure or error on the part of the Supplier and/or its appointees.
- **6.4.** Veolia shall only be liable to the Supplier or its employees for damage caused by an error committed during the execution of the Contract, damage caused by gross negligence or intentional fault on the part of Veolia. Veolia declines any liability for indirect or intangible damage. Even in the event of gross negligence, the total liability of Veolia for all contractual or extracontractual damages or indemnities shall at all times be limited, in any event. to the annual value of the Agreement.
- **6.5.** The legal remedies stated in these General Terms and Conditions are cumulative and shall not exclude any other legal remedy available to the parties.

## 7. Intellectual Property Rights

- **7.1.** All models, lay-outs, design, sketches, drawings, specifications, technical information, trademarks, logos or other data, the industrial and/or intellectual property of which belong to Veolia, remain the property of Veolia. Solely where Veolia has given its prior written permission, may the Supplier use such data and do so only in accordance with instructions issued by Veolia.
- **7.2.** The data, results, reports, documentation, software and all other intellectual property rights obtained by Veolia under the Agreement, shall constitute a part of the price and shall be returned to Veolia irrevocably, immediately and automatically.
- **7.3.** The Supplier guarantees that the use of the products or services delivered or provided does not constitute an infringement of any third-party intellectual or industrial property rights whatsoever and that it shall indemnify and defend Veolia against any third-party claim and, if necessary, compensate it.

#### 8. Confidentiality

- **8.1.** All plans, drawings, documents or other information provided by Veolia, are its property and must be treated as strictly confidential; the Supplier may not disclose them to third parties or use them for any purpose other than to carry out the Agreement. Moreover, they must be returned at Veolia's first request.
- **8.2.** For a period of 5 (five) years after the end of the Agreement, the Supplier must undertake not to disclose any information provided to it by Veolia except where the Supplier is obliged by law or pursuant to a Court ruling to disclose certain information, or where the information has entered the public domain through no fault of the Supplier.

# 9. Subcontracting

- **9.1.** The Supplier may not subcontract execution of the Agreement, either in whole or in part, to a third party without Veolia's prior, explicit permission in writing.
- **9.2.** Where Veolia has given its aforesaid permission, subcontracting shall not discharge the Supplier from its obligations under the Agreement; it shall remain responsible and liable to Veolia at all times for complying with the Agreement. The Supplier undertakes to inform its subcontractors and their co-contractors, as well as any persons employed by it on the site, of its obligations and to see to it that they comply with them.

## 10. Force majeure

- **10.1.** Any situation of force majeure (such as strike, war, fire, natural disaster and any other unforeseen incident falling outside the parties' reasonable control or the consequences of which cannot be reasonably avoided) shall suspend the parties' obligations under the Agreement in whole or in part for the duration of the force majeure.
- 10.2. The following are not cases of force majeure: (i) events resulting from the negligence or deliberate action of a party or one of its subcontractors, agents or, (ii) events that a party acting with diligence could have taken into consideration at the time of entering into the Agreement and avoided or overcome in the performance of its contractual obligations (including the Covid-19 pandemic, except in the event of a prohibition or legal requirement in the field of public health arising after the Effective Date of the Agreement, the insurmountable effects of which hinder the performance of the Agreement, in which case the parties shall, where appropriate, agree on an extension of time or fair financial compensation).
- 10.3. The Supplier must inform Veolia forthwith of a situation of force majeure by telephone or any other means and confirm it in writing within two working days. If he fails to do so, he is obliged to compensate for the resulting damage. The Supplier shall make all reasonable efforts to eliminate the consequences of such force majeure or at least to limit them to the strict minimum. If the situation of force majeure lasts longer than 14 days, the parties shall discuss possible options, such as whether or not to continue the Agreement.
- **10.4** Except in cases of force majeure, the Supplier may not invoke hardship clauses and rely on unforeseeable changes in circumstances to renegotiate and/or terminate the Contract.

# 11. Suspension, termination and defective performance

- **11.1.** *a.* parties may terminate the Agreement with immediate effect by registered letter, without prior notice of default or recourse to the law, without compensation and without compromising its right to damages, where: (i) the other party is declared bankrupt or requests suspension of payments, is put into liquidation or appears to be otherwise insolvent; (ii) force majeure continues for longer than 1 (one) month; (iii) the other party behaves in such a manner that the trust in the relationship is completely lost, or that one cannot reasonably expect from that party to continue the contractual relationship; **b.** Veolia may suspend and/or terminate the Agreement with immediate effect or with prior notice, without judicial intervention, and without compensation or prejudice to its right to compensation, in the event that (i) the Supplier does not comply with its obligations on time, or not correctly, after having received a notice of default by registered mail to comply within a reasonable period of time, which has remained unsuccessful (including if the action taken is considered insufficient); (ii) Veolia's customer suspends and/or terminates the Agreement with Veolia. **c.** In the event of termination due to the supplier's fault, Veolia may replace the Supplier by a third party, at the Supplier's expense, and if possible, under the same conditions and in the same manner.
- **11.2.** If works, a product or service fail to meet the contractual conditions and industrial standards and practices which can reasonably be expected of a company in the sector, Veolia may, notwithstanding its other rights, at its own discretion and at the cost of the Supplier: (i) require the Supplier



to improve them in order to bring them into line with the Agreement; (ii) keep them subject to a reasonable reduction in price, (iii) refuse them, return them to the Supplier and/or demand full repayment of the price; and/or (iv) where notice has been served but without result, do what it takes on its own or through a third party, at the cost and risk of the Supplier, that such corrections are made as are required in order to bring those services into line with the Agreement. The Supplier shall reimburse Veolia all costs and expenses incurred through an infringement of the Agreement.

**11.3.** If the Agreement is concluded for an indefinite period, Veolia may by means of a registered letter terminate the Agreement subject to a notice period of 3 (three) months and the Supplier by means of a registered letter terminate the Agreement subject to a notice period of 6 (six) months. The Supplier shall not be entitled to any compensation for such termination, with the exception of payment for products and/or services delivered/provided up to and including the final date of the Agreement.

#### 12. No waiver

The failure by one of the parties to exercise or execute any of the rights or provisions of the Agreement or these General Terms and Conditions or not to impose them shall not be construed as a waiver of such rights or provisions. A waiver of any right whatsoever by Veolia or the Supplier must be explicit and in writing.

## 13. Processing and protection of personal data

If the Supplier processes personal data during the performance of the Agreement, the Supplier shall process and protect it in accordance with the provisions of the General Data Protection Regulation (GDPR) and the applicable national regulations. The parties shall immediately notify the other party of any request and/or complaint from the Supervisory Authority or from the person concerned by the processing of his/her data.

The Supplier shall cooperate with Veolia if the data subject wishes to exercise his/her rights such as, among others: the right to access, correct, delete, object to the processing of his/her personal data and the right to portability of his/her personal data

The Supplier shall immediately notify Veolia of any court order, summons, legal or other obligation to disclose personal data to third parties.

The Supplier shall notify Veolia of any (potential) breach of personal data within 24 hours of its discovery. The Supplier shall inform Veolia of the development of the case and cooperate with Veolia in reporting the personal data breach to the Supervisory Authority.

The Supplier shall provide the following information in the event of a personal data breach (to the extent possible in the given situation):

- a detailed description of the personal data breach;
- the type(s) of data concerned;
- the number of persons whose personal data have been breached;
- the identity of the persons affected by the breach;
- the measures taken to limit the negative consequences for the persons concerned and to remedy the breach;
- the cause of the breach and
- the duration of the personal data breach and when it occurred.

Any costs associated with the resolution of the personal data breach shall be borne by the party incurring them, unless the breach is the result of the Supplier's failure to perform the Agreement. In such a case, the costs shall be borne by the Supplier. Veolia also reserves the right to claim further compensation.

For questions relating to (i) a request for the exercise of rights by the data subject, (ii) a request from the Supervisory Authority, (iii) the enforcement of a court order or legal obligation, (iv) a potential incident and/or (v) a possible breach of personal data, the provider shall always send an e-mail to: dataprotection.be@veolia.com, in addition to any other means of communication that may be used.

The Supplier shall only keep personal data for as long as required for the proper performance of the Agreement. At Veolia's request, the Supplier shall return to Veolia and/or destroy the personal data that it has processed during the performance of the Agreement.

# 14. Algorithms and generative Artificial Intelligence

The Supplier undertakes not to implement or use, directly or indirectly, generative artificial intelligence for the execution of its obligations without the Client's prior written consent; the Client can accept or refuse at its sole discretion and, if necessary, subject its agreement to the compliance with strict measures of architecture, security and confidentiality.

The Supplier undertakes to comply with the applicable regulations relating to the algorithms within its solution and in particular article 22 of the GDPR and to not provide biased data to the algorithms. Biased data refers to any data that reflects unfair, prejudiced, or discriminatory views or outcomes. The Supplier will provide documentary evidence of its compliance upon the Client's request

## 15. Sustainable development and ethics

The Supplier must comply with the Veolia Sustainability Charter and complete the Sustainability Charter Questionnaire. The Supplier declares that it has received and read the Veolia Sustainability Charter.

## 16. Divisibility

If one or more provisions of these General Terms and Conditions were to be or become invalid, null and void or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the parties shall seek a consensus to replace the invalid, unlawful or non-executable provision(s) by a new provision that corresponds as closely as possible to the purpose of the previous provision.

# 17. Applicable law and competent courts

The Agreement and these General Terms and Conditions shall be governed by Belgian law. Any dispute arising from the execution or interpretation of the Agreement or the General Terms and Conditions shall be subject to the exclusive competence of the Courts of Brussels. Before taking legal action, the Supplier shall invite Veolia to resolve the dispute within a reasonable time at management level.

# **PURCHASE OF PRODUCTS**

## 18. Delivery

**18.1.** Unless there is a written agreement to the contrary between the parties, delivery is made Delivered Duty Paid (DDP/country/place of delivery), in accordance with the applicable Incoterms, at the place and time agreed or within the agreed period. Under no circumstances Veolia shall be considered as the importer nor be liable for the importation of the products supplied by the Supplier. The Supplier shall specify in the invoice the direct and indirect taxes arising from the importation of the products under European legislation (including CBAM regulation). The Supplier shall hand over all the necessary documents and manuals at no extra charge when the products are delivered. Delivery of larger or smaller amounts than agreed and partial deliveries shall only be allowed if Veolia has given its explicit, written agreement.

**18.2.** The risk of loss or damage to the products shall transfer from the Supplier to Veolia after effective delivery and after Veolia has accepted the products. The property rights to the products shall be transferred the moment they are finished and in any case at the moment they are effectively delivered to Veolia.

# 19. Acceptance - Rejection

19.1. Veolia shall not be required to accept the goods at the moment they are delivered. Reception does not equate to acceptance. Acceptance of



the goods shall be deemed to take place 2 (two) weeks after delivery and, where appropriate, installation, unless Veolia has refused them in writing in that period. Costs incurred through delivery to an incorrect address shall be borne exclusively by the Supplier.

**19.2.** Where products are rejected, the Supplier shall continue to bear the risk for such rejected products. Veolia shall store the rejected products at the Supplier's risk and costs. The latter shall collect the rejected products within 5 (five) working days after they have been rejected.

19.3. Until such time as the delivery of the products is changed or the new delivery is made, Veolia may suspend payment.

#### 20. Packaging and transport

The Supplier shall pack all goods sufficiently well for them to reach their destination in good condition and to be fit for storage and use if transported normally. The Supplier shall be liable for damage caused by inadequate and/or faulty packaging or packaging that fails to meet the requirements of environmental legislation. If Veolia so requests, the Supplier shall take back all its packaging at no extra charge, unless the parties have made a written agreement to the contrary.

## 21. Guarantee - Quality

- **21.1.** The Supplier guarantees that all products delivered are of good quality; are free of any defects in the materials used; are complete and fit for purpose; meet all legal prescriptions, CE certificates and government provisions; are in accordance with the Agreement and with the specifications laid down by Veolia, and with the standards and practices in the industry.
- **21.2**. Any flaws or defects coming to light during the guarantee period, apart from those resulting from normal wear and tear or abnormal use, shall without prejudice to other rights to compensation for costs and damage be repaired in full by the Supplier at no extra charge as soon as Veolia notifies him of them. Where the Supplier fails to carry out such repairs, Veolia may instruct third parties to do so at the Supplier's expense and risk.
- **21.3.** Unless stated otherwise in the order, the guarantee period shall be 24 (twenty-four) months starting on the day of installation, with a maximum of 30 (thirty) months after the products are delivered to Veolia.

## 22. Hazardous substances and REACH

- **22.1.** Where the Supplier is subject to the REACH Regulations, it must comply with them and declare that it does so. At Veolia's first request, it shall furnish a REACH-compliance certificate.
- 22.2. Deliveries of chemical products by the Supplier shall be accompanied by a safety data sheet (SDS).
- **22.3.** All supplies of hazardous substances and solutions or of substances and solutions which present specific risks, shall be done in accordance with legal, regulatory and administrative provisions, in particular those for classification, packing, storage, handling and transportation.

#### 23. Installation/Production unit of renewable energy

When installing or changing a renewable energy installation/production unit, the Supplier shall be required to carry out the requisite notifications to the federal and regional authorities (e.g. the CREG and the regional grid operators).

# **EXECUTION OF SERVICES – WORKS**

## 24. Execution

- **24.1.** The Supplier shall provide its services and/or execute the works within the period agreed, under a written time schedule submitted by the Supplier and approved by Veolia. Failure to meet that deadline shall place the Supplier in default without prior notice being needed. The Supplier shall notify Veolia in good time of the progress and of any possible delay in delivery.
- **24.2.** The Supplier shall be deemed to have knowledge of the place of performance of the services/works. The Supplier shall ensure at its own expense that the works are done according to the rules of good practice and shall provide the necessary permits, exemptions, approvals and decisions
- **24.3.** The works shall be accepted only at the Supplier's request when it considers they have been completed. Acceptance of the works shall take place when all contractual conditions have been fulfilled and will take the form of an official report signed by both parties.

# 25. Guarantee

- **25.1.** Unless otherwise expressly agreed,the Supplier shall have an obligation of result and the services/works carried must meet the intended results and requirements as stated in the order.
- **25.2.** The Supplier guarantees that it possesses the necessary skills, experience, licences and permits required to carry out the Agreement correctly and that it shall continue to possess such for the duration of the Agreement.

The Supplier guarantees that the services/works shall be performed in a professional and competent manner in accordance with the best practice of the respective industrial branch, in compliance with the applicable laws and rules (safety, VCA, health, environment, etc.) and to the highest standards.

- **25.3.** The Supplier undertakes to work with competent and professionally trained staff. At Veolia's first request the Supplier shall furnish all information concerning its staff within the limits of the special terms and conditions. Veolia may at any time and without additional cost demand the replacement of the Supplier's representatives or workers who do not possess the requisite qualifications to carry out the Agreement or whose presence impedes the smooth progress of the work.
- **25.4.** The Supplier guarantees that it meets all social and tax obligations and contributions. The Supplier shall provide the necessary certificates at Veolia's first request and shall immediately notify Veolia of any delay in payment of social security contributions and taxes. Veolia shall be exempt from the joint liability for the payment of wages payable to workers who are employed by the Supplier and which relate to work performed for Veolia by the workers in question.
- **25.5.** For all workers from countries of the European Union who are posted to the place of the work, the Supplier shall take all necessary measures to complete in advance the Limosa declaration on employment as part of the system for monitoring the free movement of workers. For all such workers, the Supplier shall submit a so-called Form A1 or Posting declaration. The staff of the Supplier should at all times be in possession of a copy of these documents. The Supplier shall see to it that its manager and communications officer are in possession of all social documents which must be produced under the simplified system (Directive 91/71/EC) in the case of an inspection by the social security authorities.
- **25.6.** As far as its employees are concerned, the Supplier is responsible, where applicable, for meeting the obligations regarding the attendance record at work on the construction site (so-called *Checkinatwork*) and the works declaration (the so-called single declaration). Veolia registers all its construction work, regardless of the amount of the Agreement; this means that all suppliers, too, on all Veolia construction sites must register themselves each day, and do so each time before the work effectively begins. Upon the first request of the site manager, evidence must be provided that each person on the site has been registered as well as, where there is doubt over the correct registration, of the necessary documents. Where the documents cannot be produced, the relevant invoice for the work carried out will not be accepted for payment, even if the work has been accepted. No worker without valid registration shall be granted access to work on the site. The contractual execution plan and penalty payments shall continue to apply undiminished. The Supplier shall ensure that its own subcontractors, regardless of the level at which they work, meet the aforesaid obligations. The Supplier shall be required to compensate Veolia for all costs and losses (including fines incurred by Veolia) resulting from a failure to comply with the aforesaid legislation by the Supplier, its subcontractors, each subsequent subcontractor or by any person employed by any



one of them involved in the performance of the works specified in the Agreement, and have the right to offset such compensation.

#### 26. Instructions

**26.1.** The Agreement relates to the outsourcing of works or services to the Supplier on the basis of a self-employed provider of services without any form of subservience.

**26.2.** Veolia shall abstain from limiting or undermining in any way the Supplier's authority as an employer. As an employer, the Supplier shall continue to exercise to the full its authority over its own employees throughout the whole duration of this Agreement. With regard to its liability as main contractor, Veolia as site manager, shall nevertheless have the right to intervene directly and issue instructions to the staff of the Supplier if: (i) the safety and/or wellbeing of people on the site or of third parties are threatened; (ii) urgent provisional and/or protective measures must be taken in order to preserve the quality of the work and prevent the incorporation of unsuitable or non-compliant materials from causing damage and/or to cover defective work; (iii) urgent provisional and/or protective measures must be taken in order to prevent and/or limit any damage and (ivà the site rules or the safety regulations applicable to all persons on the site are not observed. These provisional and/or protective measures shall be notified by Veolia to the Supplier as rapidly as possible so that the Supplier can take the necessary action to transform them into definitive measures.

#### 27. Change in the scope of the order

Veolia shall be bound only in respect of fewer or further services that it has approved in writing in advance. Further work shall not include the work that can reasonably be regarded as work that must be performed within the scope of the Agreement so that the delivery can be accepted in accordance with the agreements concluded.

## 28. Specific clauses relating to the performance of public contracts

- **28.1.** If the parties are discussing the conclusion of a Subcontract in the context of a public contract, the Supplier shall collaborate with Veolia in order to meet the various conditions and obligations set out in the specifications.
- 28.2. In particular, but not exhaustively, the Supplier shall, no later than 8 days after the request by Veolia:
- provide the supporting documents necessary to prove that there are no grounds for exclusion (e.g. extract from the criminal record, certificates of compliance with tax and social security obligations);
- confirm in writing its commitment to perform the public contract in accordance with the provisions of the specifications;
- respond without delay to any request by the contracting authority for supporting evidence, information or additional documents.

The Supplier declares that it has read all of these general terms and conditions of purchase and has accepted them.

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