



General Terms and Conditions of Purchase - Veolia Luxembourg and subsidiaries

1. Scope of application.

1.1. These general terms and conditions of purchase (hereinafter the "**General Terms and Conditions**") brought to the attention of the Supplier prior to the order, request or contract, shall apply exclusively to all requests, orders and contracts relating to the purchase, delivery, execution of works, and/or provision of Services in favour of or on behalf of Veolia nv-sa, Veolia Luxembourg SA, or one of their subsidiary(ies) (hereinafter referred to as "**Veolia**"). Veolia does not recognise the general terms and conditions of sale of the supplier/provider of works, products and/or services (hereinafter referred to as the "**Supplier**"), which are therefore not applicable, unless Veolia has expressly recognised their application in writing at the time of the order. Acceptance of the order without reservation by the Supplier automatically implies acceptance of these General Terms and Conditions, including for any additional orders. Prior to acceptance of the order, the parties may expressly agree, in writing, to derogations, modifications or changes to these General Terms and Conditions (hereinafter referred to as the "**Special Terms and Conditions**").

1.2. The contract between the parties (hereinafter referred to as the "**Contract**") shall only be considered valid on the date of the Supplier's unconditional acceptance of the order, i.e. either the date on which the order is confirmed in writing (letter, fax or email), or when the Supplier begins performance of the Contract. In the absence of confirmation of an order within five (5) working days of the order being sent by Veolia, or of Veolia's agreement in the event of reservations being expressed upon acceptance of the order by Veolia, or in the event that the parties fail to reach an agreement on the contractual terms, the order shall terminate without any compensation being possible for the Supplier.

1.3. The Contract consists of (i) the order (or purchase order) drawn up in writing, the order form containing a 10-digit order number starting with 41 or 46 (for maintenance contracts); (ii) the Special Terms and Conditions; (iii) the General Terms and Conditions. In the event of any contradiction in the documents, the Special Terms and Conditions shall prevail over the General Terms and Conditions. Any amendments or additions to the Contract will only be effective if they have been expressly agreed and accepted in writing.

2. Delivery

2.1. The deadlines and the quantity of work, products and/or services to be supplied constitute the very essence of the Contract for Veolia. The Supplier therefore guarantees that it has sufficient means and personnel to perform the Contract in a timely and appropriate manner. Performance shall take place on the date or within the period stipulated in the purchase order or within the period agreed in writing between the parties. This date or these periods are firm and binding and, unless the Supplier can demonstrate that the delay is due to circumstances beyond its control, unforeseeable and irresistible, which cannot reasonably be overcome - and under the conditions set out in Article 10 of the General Terms and Conditions - the Supplier will automatically and by operation of law be in default if it does not comply with them.

2.2. The Supplier undertakes to keep Veolia directly informed of (i) any error, inaccuracy or contradiction that it notices in the request, the order or their annexes, as soon as it is noticed. After a period of one (1) month from the conclusion of the Contract, the request, the order or their annexes shall be deemed to be free of any error, inaccuracy or contradiction; (ii) of the occurrence and an explanation of any unforeseeable and irresistible event referred to in point 2.1. or any other unforeseeable and irresistible event, as well as the measures taken to mitigate the impact thereof, as soon as they occur.

2.3 Without prejudice to any other legal means of obtaining full compensation for the costs incurred and the damage suffered, Veolia may reject that part of the work, products and/or services which have been delivered with a delay in excess of the maximum tolerance threshold set in the special conditions.

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

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 risks specific to the work for which it is responsible, which shall be submitted to Veolia and signed by the parties prior to the commencement of the work. If necessary, the Supplier shall apply for the required work permits.

3.5. The Supplier is responsible for, and shall ensure that its subcontractors and agents comply with, all its obligations relating to welfare and safety which must be complied with in accordance with the legislation applicable in the workplace, such as (i) risks to the welfare of workers in the workplace; (ii) protection and prevention measures and activities in the workplace; (iii) organisation of first aid in the workplace; (iv) fire-fighting and evacuation of persons in the workplace.

3.6. As Veolia is committed to safety, if one or more of the Supplier's employees is (are) involved in a serious accident at work (involving a TIW \geq 7 (seven) days), Veolia must be informed immediately (i.e. on the day of the accident). The Supplier shall ensure that the accident is analysed immediately by its competent departments and that the declaration(s) required by law are made.

3.7. In the absence of express instructions to the contrary, the work/services shall be carried out during the working hours communicated by Veolia and travel and waiting time shall be deemed to be included in the price and may not therefore be invoiced in addition.

4. Quality and control

Veolia shall be authorised to inspect and control all work, products and/or services at the place of manufacture or at the place of destination/performance, subject to prior written notification no later than the day before the inspection or control. The Supplier shall cooperate fully in any controls and inspections and shall provide the information and documents required.

5. Prices and payment

5.1. Unless expressly stipulated otherwise, the prices specified in the order are firm prices, denominated in euros and exclusive of VAT, and include all packaging, transport, insurance and any other costs. Prices may not be revised, indexed, adjusted or increased as a result of currency fluctuations or government decisions. Exchange rate differences between the order date and the delivery date cannot be invoiced.

However, when the services, which the Supplier is required to perform, are to be performed over more than one calendar year following the Contract concluded between Veolia and the Supplier, the application of an indexation formula is possible after one year, on the anniversary date of the Contract, upon written request by the Supplier duly accepted by Veolia. The overdue indexation expires after one year.

5.2. Invoices will be sent to the invoicing address in accordance with the specific invoicing instructions stipulated in the order or subsequently. All invoices must indicate the order number, a reference to the delivery note, the item number(s) and the quantity(ies). Invoices that do not include the order number will automatically be considered disputed and returned to the sender. They may in no way be considered as accepted within the meaning of article 109 of the French Commercial Code.

5.3. Unless otherwise stipulated by law, invoices shall be payable within 60 (sixty) days of the invoice date or the end of the month, provided that the work, products and/or services ordered have been accepted by Veolia. Payment is always made without prejudice, i.e. it does not imply Veolia's approval of the work, products and/or services, and in no way constitutes a declaration of renunciation of any right whatsoever. In the event of late or incomplete payment that is not justified by Veolia, the Supplier may only suspend delivery and/or performance of the Contract after formal notice has been sent to Veolia by registered letter with confirmation of receipt and has remained unsuccessful.

5.4. The Supplier's receivables from Veolia are not transferable. Veolia shall have the right to set off all debts owed by the Supplier to Veolia against the amounts actually owed by the Supplier to Veolia.

5.5. Depending on the specific circumstances or the scope of the subject matter of the Contract, Veolia may require a bank guarantee or other security from the Supplier.



6. Insurance and liability

6.1. The Supplier shall, at its own expense, take out with a generally accredited insurance company appropriate and sufficient insurance cover for its activities and those of its subcontractors, in accordance with the standards expected of a company performing such activities, and shall maintain such cover for as long as it is subject to contractual obligations towards Veolia. Such insurance policies shall provide at least comprehensive, (all risks), professional, general and product liability. The Supplier shall provide the certificates attesting to such coverage to Veolia at the latter's first request, within 8 days after such request. If the Supplier fails to comply with this clause, Veolia may terminate the Contract.

6.2. Unless expressly agreed otherwise, the Supplier shall be liable for and shall fully and unconditionally indemnify and hold Veolia harmless from and against any and all losses, costs, damages, expenses and adverse consequences that Veolia may incur, as well as from and against any and all claims by third parties for any loss or damage whatsoever resulting from (i) a defect or shortage of products and/or services, (ii) delay in delivery, (iii) failure to comply with an agreed offer or order, (iv) negligence or injury, (v) infringement of third party rights (intellectual property), (vi) breach of any applicable law or regulation, (vii) any fault or failure of the Supplier in the performance of the Contract.

6.3. The Supplier shall indemnify Veolia in respect of any fines and/or damages that Veolia's client may claim from it and which are due to a fault or error of the Supplier and/or its employees.

6.4. Veolia shall only be liable to the Supplier or its agents for damage caused by a manifest error committed by Veolia during the performance of the Contract, or for damage caused by gross negligence or wilful misconduct attributable to Veolia. Veolia declines all liability in the event of indirect or immaterial damage. Veolia's total liability for contractual damage or compensation is limited to the annual value of the Contract.

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, layouts, design, sketches, drawings, specifications, technical information, trademarks, logos or other data that are the subject of Veolia's industrial and/or intellectual property rights shall remain the property of Veolia. The Supplier may use these Veolia data in accordance with Veolia's instructions, only insofar as Veolia has granted a right of use to the Supplier under a prior written authorisation.

7.2. The data, results, reports, documentation, software and all other intellectual property rights obtained by Veolia under the Contract shall form part of the price and shall be irrevocably, immediately and automatically returned to Veolia.

7.3. The Supplier guarantees that the use of the products and/or services supplied in no way infringes any right of a third party in terms of intellectual or industrial property and it shall preserve, defend and, if necessary, indemnify Veolia in the event of any request from a third party whatsoever.

7.4. The Supplier undertakes not to challenge, either directly or indirectly, the validity of Veolia's intellectual or industrial property rights, nor to encourage in any way an attack by third parties and to inform Veolia directly in the event of a third party claim and/or compulsory execution measures concerning the plans, documents and models made available to it.

8. Confidentiality

8.1. All plans, sketches, documents and other information made available by Veolia shall belong to the latter, shall be treated as confidential and may not be communicated by the Supplier to third parties for any purpose other than the performance of the Contract. They shall belong to Veolia and shall be kept and treated with care under the custody and responsibility of the Supplier; any storage costs and insurance costs shall be borne solely by the Supplier. In addition, they must be returned by the Supplier at Veolia's first request.

8.2. The Supplier must respect confidentiality, also for a period of 5 (five) years after the end of the Contract, regarding all information given to it by Veolia, except when the Supplier is obliged, by law or as a result of a court judgment, to make certain information public or if the information has become public for a reason not attributable to the Supplier.

8.3. The same stipulations apply when these plans, sketches, documents and other information have been made available to the Supplier by Veolia's subcontractors or customers.



9. Subcontracting

9.1. The Supplier is not authorised to subcontract the performance of the Contract, in whole or in part, to a third party without Veolia's prior express written authorisation, failing which Veolia shall terminate the order in whole or in part, without prejudice to the award of damages.

9.2 In the event of subcontracting with the aforementioned authorisation from Veolia, the Supplier shall not be released from its obligations under the Contract and shall at all times remain jointly and severally liable to Veolia and must ensure that the Contract is complied with. The Supplier undertakes to require the subcontractors to comply with the obligations set out in the Contract as defined in point 1.3, and therefore including these general terms and conditions, as well as the subcontractors' co-contractors and any person they employ on the site.

10. Force majeure

10.1. Any situation of force majeure (e.g. strike, war, fire, natural disasters and any other unforeseen event beyond the reasonable control of the parties, the consequences of which cannot reasonably be avoided) will suspend the obligations of the parties under the the Contract, in whole or in part, for the duration of the period of force majeure.

10.2. The following do not constitute cases of force majeure: (i) events resulting from the negligence or deliberate action of one of the Party or of one of its subcontractors, agents or representatives, (ii) events that a Party acting with due diligence would have been able to take into consideration at the time of entering into the Contract and avoid or overcome in the performance of its contractual obligations (including the Covid-19, except in the event of a public health prohibition or legal requirement arising after the date on which the Contract comes into force, the insurmountable effects of which prevent the performance of the Contract, in which case the Parties shall agree, where appropriate, on a time extension 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 Contract, in the event of disagreement, they shall submit the case to the courts in accordance with article 17, unless they exercise their right under article 11.1.a, (ii).

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 breach of contract

11.1. a. The Parties may terminate the Contract with immediate effect and without formal notice or judicial intervention, and without compensation or prejudice to its right to compensation, by sending a registered letter with recorded receipt, in the event that: (i) the other Party is declared bankrupt, applies for a moratorium on payments, controlled management or an arrangement with creditors, or other collective settlement procedure, is declared to be in compulsory liquidation, or is otherwise insolvent; (ii) the case of force majeure lasts for more than one (1) month; **b.** Veolia may suspend and/or terminate the Contract with immediate effect or with 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 does not comply correctly, after sending a formal notice by registered mail with acknowledgement of receipt to comply within a reasonable period of time, which may not exceed two (2) months, which has remained unsuccessful. If the action taken by the Supplier is insufficient to comply, the formal notice shall be deemed to have remained unsuccessful; (ii) Veolia's customer suspends and/or terminates the Contract with Veolia that led to the conclusion of the Contract between Veolia and the Supplier. **c.** In the event of termination at the Supplier's fault, Veolia may replace the Supplier with a third party, at the Supplier's expense.

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 Contract; (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 Contract. The Supplier shall reimburse Veolia all costs and expenses incurred through an infringement of the Contract.

11.3. If the Contract is concluded for an indefinite period, Veolia may by means of a registered letter terminate the Contract subject to a notice period of 3 (three) months and the Supplier by means of a registered letter terminate the Contract 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 Contract.

12. No waiver

The failure by one of the parties to exercise or execute any of the rights or provisions of the Contract 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

13.1. If the Supplier processes personal data during the performance of the Contract, 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.

13.2. 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

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

13.4. 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.

13.5. 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.

13.6. 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 Contract. In such a case, the costs shall be borne by the Supplier. Veolia also reserves the right to claim further compensation.

13.7. 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.

13.8. The Supplier shall only keep personal data for as long as required for the proper performance of the Contract. 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 Contract.

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 Contract and these General Terms and Conditions shall be governed by Luxembourg law. Any dispute arising from the execution or interpretation of the Contract or the General Terms and Conditions shall be subject to the exclusive competence of the Courts of Luxembourg City. 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 otherwise expressly agreed 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 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. After this period of 5 (five) days, the Supplier shall be required to pay Veolia a penalty for each day of delay equivalent to 10% of the value of the rejected products, notwithstanding that the total amount of the penalty payment may not exceed the total value of the rejected products.

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. At



Veolia's request, the Supplier shall take back all its packaging at no extra charge, unless the parties have agreed otherwise in writing.

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 Contract 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. The Supplier who is subject to REACH legislation - in particular the law of 16 December 2011 concerning the registration, assessment and authorisation of chemical substances as well as the classification, labelling and packaging of chemical substances and mixtures, as well as its Grand-Ducal regulation of 16 December 2011 - must comply with it and ensure that it does. On first request, it will send a REACH compliance certificate to Veolia.

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.

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 Contract correctly and that it shall continue to possess such for the duration of the Contract. 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 Contract 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. The Supplier shall ensure that it obtains all legal, regulatory and contractual information relating to the remuneration of employees on the territory of the Grand Duchy of Luxembourg, working conditions and compliance with public policy provisions. Veolia may, at the Supplier's request, provide it with the information necessary for it to comply with its obligations, particularly in the event of the detachment of workers. 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. In the event that the Inspection du Travail et des Mines (ITM) is informed of the partial or total non-payment of the legal or contractual wages due to the employees of the Supplier or of its direct or indirect subcontractors, or of any other infringement of the public policy provisions contained in article L.010-1 of the Luxembourg Labour Code, Veolia shall immediately enjoin the Supplier by registered letter to put an end to this situation without delay. 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 Contract, and have the right to offset such compensation.

25.7. In the event the Supplier fails to respond in writing within a reasonable period, taking into account the duration of the Contract, and within a maximum period of fifteen (15) calendar days from the notification of the infringement of the public policy provisions contained in article L.010-1 of the Luxembourg Labour Code, Veolia will shall report the matter to the ITM.

25.8. Once the injunction and information obligations have been fulfilled, Veolia may not under any circumstances be held jointly and severally liable with the Supplier or its direct or indirect subcontractor for the payment of the remuneration, compensation and charges, including the related social security contributions, due to the employees of the Supplier or its direct or indirect subcontractors and which correspond to the work performed by the workers concerned for Veolia.

25.9. The Supplier (itself or via its subcontractors) is prohibited from providing work to workers residing illegally on the territory of the Grand Duchy of Luxembourg, in the context of controls on the free movement of workers.

25.10. For all employees from EU countries who are detached to the Grand Duchy of Luxembourg, and as soon as work begins on Luxembourg territory, the Supplier shall inform the Inspection du Travail et des Mines (ITM), by sending it the following information on the electronic platform set up for this purpose (<https://edetach.itm.lu/edetach/>), which is essential for obtaining the social badge - the detached employee's identification - as well as for the legal control to be carried out by the ITM:

- the identification details of the seconding employer and its effective representative ;
- the identity of the legal or natural person freely and clearly determined by the dispatching company, present on Luxembourg territory, who will be the reference person for communicating with the Labour and Mines Inspectorate and the other competent authorities listed in article L.142-4 with regard to compliance with the conditions relating to the dispatch;
- the planned duration of the assignment, as well as the planned dates for the start and end of the assignment, in accordance with the contract for the provision of services;
- the address or addresses of the places of work in the Grand Duchy of Luxembourg;
- the nature of the services;
- the surname, first name, habitual place of residence, date of birth, nationality and occupation of the detached employee;



- the capacity in which the employees are employed by the company and the profession or occupation to which they are regularly assigned, as well as the activity they carry out at the time of their assignment to Luxembourg;
- the identification details and address of the project owner, the client, the subcontracting company, their respective co-contractors and their effective representatives who contract with the seconding employer;
- the place of accommodation of the detached employee if this is different from the employee's usual place of residence.

25.11. The Supplier shall communicate to the ITM on the electronic platform (<https://edetach.itm.lu/edetach/>), as from the date of commencement of the assignment, the following necessary documents:

- a copy of the contract for the provision of services concluded with Veolia, the subcontracting company, their respective co-contractors and, where applicable, a copy of the assignment contract ;
- the certificate of prior declaration or the certificate replacing it issued by the Ministry responsible for small and medium-sized businesses, provided for by the Law of 19 June 2009 transposing Directive 2005/36/EC as regards a) the general system for the recognition of evidence of formal qualifications and professional qualifications b) the temporary provision of services;
- the original or certified copy of form A1; or, where applicable, a precise indication of the social security bodies to which the workers are affiliated during their stay on Luxembourg territory;
- the VAT certificate issued by the Registration and Domains Administration;
- either a copy of the employment contract, or a certificate of compliance with Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the employment contract or employment relationship, as transposed by the legislation of the competent State, issued by the competent supervisory authority of the country in which the dispatching company has its registered office or habitually carries out its work ;
- a certificate of conformity, issued by the competent supervisory authority of the country in which the dispatching company has its registered office or habitually carries out its work, of the employment relationship of the posted employees, at the time of their assignment, with the competent legislation transposing Directives 97/81/EC concerning part-time work and 1999/70/EC concerning fixed-term work;
- official documents attesting to the employees' professional qualifications;
- pay slips and proof of payment for the entire period of secondment;
- time registers showing the start, end and duration of daily working hours for the entire duration of the assignment on Luxembourg territory;
- a copy of the residence authorisation or residence permit for any third-country national assigned to work in Luxembourg;
- a copy of the pre-recruitment medical certificate issued by the relevant occupational health services;
- a copy of the accommodation register referred to in article L . 291-3 ;
- a copy of the document setting out the terms and conditions under which travel, accommodation or food expenses are covered by the employer, as well as a copy of the document setting out the amounts of these expenses.

25.12. The Supplier shall ensure that its direct and indirect subcontractors who second staff make the aforementioned declarations and communications.

25.13. The above lists are provided by Veolia for information purposes only and are subject to change in accordance with changes in the applicable legal and regulatory provisions. The Supplier shall therefore keep itself regularly informed of legislative and regulatory developments with regard to secondment on the territory of the Grand Duchy of Luxembourg and of any changes to the list of items and documents that must be sent to the ITM in order to obtain the social badge and at the start of the assignment.

25.14. In addition, the Supplier must guarantee the employees assigned to Luxembourg by it or by its direct or indirect subcontractors a remuneration corresponding not only to the minimum wage rates but also to all the elements constituting the wage fixed by a legal, regulatory or administrative provision, or by a collective agreement declared to be of general obligation or by an agreement on cross-industry social dialogue declared to be of general obligation.

25.15. The ITM publishes on its unique official national website information on the terms and conditions of employment and remuneration applicable to employees seconded under Title IV (<https://itm.public.lu/fr.html>).



25.16. For all workers of foreign Suppliers and its direct or indirect subcontractors, the Supplier must provide Veolia with Form A1 or the Declaration of Detachment. In order to allow checks on compliance with this obligation, the Supplier shall also ensure that it provides clearly readable copies of all identity cards.

25.17. Where applicable, all formalities relating to access to and residence in the country where the Contract is to be performed shall be complied with. In any event, the Supplier shall send Veolia a copy of the declarations attesting to the correct declaration for the entire duration of the employment. Under no circumstances shall the Supplier or its direct and indirect subcontractors employ workers for whom all of the aforementioned obligations have not been met.

25.18. When employees are seconded in accordance with Articles L-141-1 and L-141-2 of the French Labour Code by the Supplier or its direct or indirect subcontractors, the Supplier must send Veolia a copy of all detachment declarations and all Forms A1 prior to performance of the Contract. The members of staff assigned to the Supplier and its direct or indirect subcontractors shall always be in possession of their social badge and must be able to present it on request in the event of an ITM inspection.

25.19. The Supplier shall ensure that a reference person is appointed who shall be present in the territory throughout the period of the assignment and who shall liaise with the ITM and the other competent authorities with regard to compliance with the conditions relating to the assignment and, if necessary, to transmit and receive the documents and/or notices relating thereto.

26. Instructions

26.1. The Contract 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 Contract. 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 (via 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. This procedure will in no way alter the Supplier's subordinate relationship with its staff, which will remain full and complete.

26.3. Failure to comply with the instructions given by Veolia and in the situations listed in article 26.2. Veolia shall have the option of ordering the Supplier's personnel to leave the site, without the possibility of exonerating the Supplier from liability for any penalties for delay incurred or for any other loss related to this situation.

26.4. Furthermore, in the event of infringements of the public policy provisions referred to in article L.010-1, which include the safety and health of workers in the workplace in general and more particularly the minimum safety and health requirements established by Grand-Ducal regulation on the basis of article L.314-2, Veolia shall immediately enjoin the Supplier by registered letter to put an end to this situation without delay, in addition to its injunction powers as stipulated in the above articles.

26.5. In the absence of a written response from the Supplier within a reasonable period of time, taking into account the duration of the Contract, and within a maximum period of fifteen calendar days from notification of the infringement of the public policy provisions contained in article L.010-1 of the Luxembourg Labour Code, Veolia shall be required to report the infringement to the ITM.

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 Contract 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 to which the law of 8 April 2018 on public contracts and its implementing grand-ducal regulations are applicable, 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:

In particular, but not exhaustively, the Supplier must:

- submit a Single European Market Document (SEMD), enabling it to certify on its honour that it is not in a case of exclusion;
- provide, no later than 15 days after the request from the contracting authority and the contracting entity, the supporting documents necessary to prove that it is not in a situation of exclusion (extract from the judicial record, certificates of compliance with tax and social security obligations);
- complete the form relating to subcontracting as stipulated in the contractual clauses drawn up by the Centre de Ressources des Technologies et de l'Innovation pour le Bâtiment (CRTI-B), indicating in particular the part subcontracted and its proportion;
- sign a subcontracting pre-contract with Veolia setting out the subcontracting conditions that will apply if the contract is awarded;
- Respond without delay to any request for supporting documents, information or additional documents that may be requested by the contracting authority/entity.

The Supplier declares that it has read all of these General Terms and Conditions of Purchase and has accepted them.
