

CWT MEO Goods and Services TERMS AND CONDITIONS

1. BASIS OF CONTRACT

1.1 CWT MEO SAS ("CWTM&E"), acting on behalf of, or for the benefit of, its client ("Client"), as set out in referenced in the applicable order form / statement of work / written confirmation / purchase order (as applicable, "Order"), appoints Supplier as a provider of goods and/or services as stated in the Order ("Goods" and/or "Services"). Supplier accepts such appointment subject to: (a) the Order; and (b) these conditions ("Conditions"), which collectively form an agreement between the parties ("Agreement"). In the event of any inconsistency between any terms set out in: (a) the Order, and (b) these Conditions, these Conditions shall take precedence. These Conditions apply to the Agreement to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. SUPPLY OF GOODS

2.1 Supplier shall ensure that Goods shall: (a) correspond with their description in the Order and/or any other specification related to the Order; and (b) be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier by CWTM&E and/or Client.

2.2 Supplier warrants that it: (i) shall have and maintain all the licences, permissions, authorisations, consents and permits required to carry out its obligations under the Agreement in respect of the Goods; and (ii) has full, clear and unencumbered title to the Goods, including full and unrestricted rights to sell and transfer such Goods.

2.3 CWTM&E and/or Client shall have the right to inspect the Goods at any time before delivery. If, following such inspection, CWTM&E and/or Client considers that the Goods do not conform or are unlikely to comply with Supplier's undertakings at clause 2.1, following notification, Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3. DELIVERY OF GOODS

3.1 Supplier shall ensure that the Goods are properly labelled, packed and secured in such manner as to enable them to reach their destination in good condition.

3.2 Supplier shall deliver the Goods to the location as is set out in the Order or as otherwise instructed by CWTM&E and/or Client before delivery ("Delivery Location") at the time and on the date specified in the Order. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. 3.3 Title and risk in the Goods shall pass to CWTM&E and/or Client on completion of delivery.

4. SUPPLY OF SERVICES

4.1 Where Supplier is providing Services, Supplier shall from the date set out in the Order and for the duration of this Agreement: (a) co-operate with CWTM&E and/or Client in all matters relating to the Services, and comply with all reasonable instructions of CWTM&E and/or Client; (b) perform the Services with all due care, skill and diligence; (c) use personnel who are suitably skilled and experienced to properly perform tasks assigned to them; (d) ensure that the Services will conform with all descriptions and specifications set out in the Order, and that any deliverables shall be fit for any purpose expressly or impliedly made known to Supplier by CWTM&E and/or Client; (e) obtain and at all times maintain all necessary licences and consents necessary for the performance of the Services.

5. COMPLIANCE WITH APPLICABLE LAWS, RULES, REGULATIONS & STANDARDS

5.1 Supplier shall comply with all applicable laws, rules and regulations (including, without limitation, in relation to anti-bribery).

5.2 Supplier shall comply with applicable data protection and privacy laws and only process Personal Data (as regulated under aforementioned laws) for the strict purposes of providing the applicable Goods and/or Services, and, where applicable, solely on behalf of CWTM&E. Any disclosures to third parties shall be subject to prior notice and, where applicable, prior consent. Supplier shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, alteration or unauthorised disclosure or access. Personal Data transfers outside of the EU/EEA shall be subject to appropriate legitimisation tools. Supplier shall notify CWTM&E within 24 hours of becoming aware of any occurrence of a Personal Data breach.

5.3 Supplier shall perform its obligations in a manner consistent with the ethical standards of CWTM&E (<https://www.carlsonwagonlit.com/content/dam/cwt/pdf/responsible-business-ethics/cwt-code-of-conduct.pdf>) and any standards of Client, as communicated from time to time. 5.4 Supplier shall adhere to any due diligence and/or audit requirements of CWTM&E and/or Client in so far as they are required in connection with the provision of the Goods/Services.

6. SUBCONTRACTORS

6.1 Supplier shall not subcontract any of its obligations under this Agreement without the prior written consent of CWTM&E. Supplier shall remain responsible for the performance of its obligations under this Agreement.

7. CWTM&E AND/OR CLIENT REMEDIES

7.1 In the event that Supplier fails to deliver the Goods and/or perform the Services in accordance with this Agreement, CWTM&E and/or Client, without limiting their other respective rights or remedies, may: (a) terminate the Agreement with immediate effect upon written notice to Supplier; (b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods; (c) recover from Supplier any costs incurred by CWTM&E and/or Client in obtaining substitute goods and/or services from a third party; (d) where payments have been made in advance for Services / Goods that have not been provided by Supplier, have such sums refunded by Supplier; and (e) claim damages for any additional costs, loss or expenses incurred which are in any way attributable to such failure of Supplier.

7.2 If Supplier has delivered Goods that do not comply with the undertakings set out in clause 2.1, then, without limiting other rights or remedies (but subject to any such non-compliance arising directly as a result of any acts or omissions of CWTM&E and/or Client), CWTM&E and/or Client may: (a) reject the Goods (in whole or in part) whether or not title has passed and return them to Supplier at Supplier's own risk and expense; (b) terminate the Agreement with immediate effect by giving written notice to Supplier; (c) require Supplier to repair or replace any rejected Goods, or provide a full refund of the price of such rejected Goods (if paid); (d) refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (e) recover from Supplier any expenditure incurred by CWTM&E and/or Client in obtaining substitute goods from a third party; and (f) claim damages for any additional costs, loss or expenses incurred by CWTM&E and/or Client arising from Supplier's failure to supply Goods in accordance with this Agreement.

8. CWTM&E AND/OR CLIENT'S OBLIGATIONS

8.1 CWTM&E and/or Client shall provide such documents, information, items and materials ("Materials") as Supplier may reasonably require to provide the Services and/or Goods.

9. CHARGES AND PAYMENT

9.1 The price for the Goods/Services shall be as set out in the Order.

9.2 Supplier shall provide its invoice pursuant to the Order or otherwise following satisfactory completion of: (a) the Services; or (b) delivery of the Goods, as applicable. CWTM&E's and/or Client's payment of any invoices received 60 days or more, following such completion, shall be at CWTM&E's and/or Client discretion.

9.3 In consideration of the supply of Goods/Services by Supplier, Client or CWTM&E shall pay the invoiced amounts within 45 (forty five) days of receipt of such invoice. 9.4 Supplier shall pay commissions to CWT M&E in the amount set forth in the Order.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 CWTM&E and its Client, respectively, shall each retain ownership of all intellectual property rights in their Materials. CWTM&E grants to Supplier a non-exclusive, royalty free, non-transferable licence to use its Materials for the duration of this Agreement for the purpose of the Order.

10.2 Subject to clause

10.3, all deliverables which have been created by Supplier specifically for CWTM&E and/or Client under the Order shall become the property of CWTM&E and/or Client (as applicable), and Supplier shall procure the waiver of any moral rights in such deliverables, which shall be considered work made for hire under copyright laws, save that to the extent any such deliverables do not qualify as work made for hire, Supplier assigns all intellectual property rights in such deliverables to CWTM&E and/or Client (as applicable). CWTM&E and/or Client (as applicable) shall be free to use and exploit the rights in any such deliverables without compensation to Supplier beyond the price set forth in the Order. 10.3 Supplier possesses certain intellectual property rights and/or other rights which have not been specifically created under the Order and which have been independently created prior to the commencement of this Agreement ("Supplier IPR"). Supplier grants to CWTM&E and/or Client (as applicable) a non-transferable (except to CWTM&E affiliates and Client affiliates), perpetual, non-exclusive, non-revocable, fully paid-up, worldwide license to use the Supplier IPR, but only as included in the deliverables set forth in the Order, as required for CWTM&E and/or Client (as applicable) to use and obtain the benefit of such deliverables.

10.4 Supplier warrants that CWTM&E's and/or Client's use of the Goods/Services shall not infringe the rights, including any intellectual property rights, of any third party.

11. INDEMNITY AND LIABILITY

11.1 Supplier shall indemnify and hold CWTM&E and Client harmless against any liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses incurred by CWTM&E or Client as a result of, or in connection with, any claim made against CWTM&E or Client, arising out of or in connection with (i) the supply of the Goods or the Services, to the extent that such claim arises out of the breach of any undertaking, representation or warranty given under this Agreement, negligent performance or failure or delay in performance of the Agreement by Supplier, (ii) failure to comply with the terms under clause 5 including applicable encryption requirements. This indemnity clause shall survive termination of the Agreement.

11.2 Subject to applicable law, the total liability of CWTM&E and/or Client (as applicable) shall be limited to an amount equal to the total price payable to Supplier under the Order and such amount shall be included in the total liability of CWTM&E and/or Client (as applicable) for any subsequent claim.

11.3 Neither CWTM&E nor Client shall be liable for any matter arising out of or in connection with this Agreement for loss of profit, business, goodwill or revenue, or any punitive, special, indirect or consequential loss or any other indirect or consequential loss of whatever nature, whether or not reasonably foreseeable, or reasonably contemplated by the parties, however caused and irrespective of any negligence or fault.

12. INSURANCE

Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise in connection with the Agreement, and shall, on reasonable request, produce the insurance certificate giving current details of cover.

13. CONFIDENTIALITY

13.1 Supplier shall, and shall ensure that its affiliates, employees, officers, directors and agents ("Supplier Personnel") shall, keep confidential and not disclose to a third party, any technical or commercial know-how, specifications, inventions, processes or initiatives of CWTM&E and/or its Client, which are of a confidential nature, including any information which concerns CWT M&E's or its Client's business models, operations, products, services, pricing and other financial information, except where written consent has been given by an authorised representative of CWTM&E or Client, as appropriate. Supplier may disclose confidential information as is required by law, any governmental or regulatory authority or by a court of competent jurisdiction, provided that, subject to applicable law, Supplier shall promptly notify CWT M&E and/or Client (as appropriate) of any such requirement, prior to making the relevant disclosure. This confidentiality clause shall survive termination of the Agreement.

14. INFORMATION SECURITY

Upon request, Supplier shall comply with CWTM&E's Information Security Requirements (www.carlsonwagonlit.com/content/cwt/global/en/for-suppliers/information-security-requirements.html) together with any information security requirements of Client, as communicated from time to time.

15. TERMINATION

15.1 CWTM&E and/or Client may terminate the Agreement at any time prior to completion of the Services or delivery of the Goods by giving written notice to Supplier. Supplier shall remain entitled to fair and reasonable compensation for: (a) any part of the Services, or (b) any work in progress on the relevant Goods, undertaken up until such termination notice.

15.2 CWTM&E and/or Client may terminate the Agreement with immediate effect by giving written notice to Supplier if: (a) Supplier commits a material breach of the terms of the Agreement and (if such a breach is remediable) fails to remedy such breach within five (5) working days of receipt of notice in writing to do so; (b) Supplier is the subject of any insolvency or bankruptcy proceedings.

15.3 Termination shall not affect any of the parties' rights and remedies that have accrued as at termination. Supplier acknowledges that where CWTM&E acts in the capacity of agent of Client, CWTM&E shall not be liable for any payments or other compensation owed to Supplier in the event of such termination, responsibility for which shall remain with Client.

15.4 On termination of the Agreement for any reason, Supplier shall immediately deliver to CWTM&E and/or Client all deliverables related to the Services whether or not then complete, and return all confidential information and any other Materials of CWTM&E and Client.

16. MISCELLANEOUS.

16.1 A person or entity that is not a party to the Agreement shall not have any rights to enforce its terms. Client may enforce any of the terms of this Agreement directly against Supplier and/or any authorised subcontractor of Supplier. This Agreement may only be varied by a separate written agreement entitled "Variation of Supplier Agreement", entered into by duly authorized signatories of the parties to this Agreement.

16.2 Any dispute or claim arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of France. In the event of litigation concerning the interpretation and/or performance of this Agreement, The Nanterre commercial court shall have sole jurisdiction.