

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES BY EUTELSAT SA

Article	Proposed changes
ARTICLE 1 – PURPOSE AND SCOPE	<ol style="list-style-type: none"> 1. These general terms and conditions of purchase ('GTC') apply to purchase offers issued by EUTELSAT SA to its suppliers and/or to sale offers presented to EUTELSAT SA by a supplier and accepted by the latter and have the purpose of defining the terms and conditions under which EUTELSAT SA acquires goods from these suppliers and/or entrusts them with the provision of services. 2. If necessary, commercial negotiations shall result in the drawing up of special terms and conditions of sale and purchase between the parties. 3. In accordance with the parties' agreement, the GTC shall prevail over any general terms and conditions of sale that the supplier might have put in place. 4. These GTC, the purchase order, any special terms and conditions, the Code of Ethics, and the Supplier Code of Conduct (available on the EUTELSAT SA website https://www.eutelsat.com) together constitute the 'Contractual Documentation'.
ARTICLE 2 – ORDERS	<ol style="list-style-type: none"> 1. All purchases made by EUTELSAT SA shall be subject to an order characterised by the sending of a purchase order issued by the Purchasing Department, to which these GTC are attached, in accordance with the terms described herein. 2. The purchase orders shall include a reference number and designate, in particular, the goods or services ordered, the quantity, the price, the delivery deadline, the place of service provision, and the payment terms. They shall be validated by a person authorised to bind EUTELSAT SA. They shall mention, where applicable, their period of validity, namely the period at the end of which, in the absence of acceptance by the supplier, EUTELSAT SA's purchase offer shall be deemed null and void. 3. The order for goods or services ('Order') shall not become final until the day of its acceptance by the supplier (acceptance being characterised by the absence of refusal of the Order by the supplier within three (3) working days following receipt of the purchase order). 4. Conditions deviating from those provided for in these GTC may be negotiated for each purchase order issued by EUTELSAT SA. In the event of a contradiction between the latter and these GTC, the derogation conditions shall prevail. 5. If performance of the Order begins prior to the sending of the corresponding purchase order, the derogation conditions appearing therein shall be deemed to have been accepted by the supplier.
ARTICLE 3 – PAYMENT OF THE PRICE AND INVOICING	<ol style="list-style-type: none"> 1. The prices mentioned on the purchase order shall not, under any circumstances, be unilaterally modified by either party. 2. Unless otherwise agreed between the parties, the prices mentioned in the purchase order shall include all costs. They shall include packaging, handling, transport, unloading, insurance, possible customs charges, taxes and all duties, taxes and other costs, excluding any VAT that may be payable (which shall be indicated on the invoice). 3. The supplier shall send the original copy of the invoice to EUTELSAT SA's Accounting Department - dfa_compta@eutelsat.com. The invoice shall include all legally required information as well as the invoice number, the Order number, the detailed description of the goods or services, the delivery slip number, and, possibly, the payment method required. In principle, only one invoice shall be drawn up for each Order. 4. Unless otherwise specified in the purchase order, payments shall be made sixty (60) calendar days from the date of receipt of the invoice by EUTELSAT SA. In the event of late payment, default interest due by EUTELSAT SA shall be calculated at the legal interest rate in force, unless the parties agree otherwise. Late payment may also result in EUTELSAT SA's payment of a lump sum for recovery costs of no more than 40 euros, to the exclusion of any other compensation, which the supplier expressly acknowledges.
ARTICLE 4 – SERVICE PROVISION	<ol style="list-style-type: none"> 1. The supplier shall provide the service or services in accordance with the Contractual Documentation and in compliance with the industry standards, regulations, and norms in force. 2. The supplier shall define, under its responsibility, the means necessary to provide the service or services. In particular, it shall ensure that it has all the elements and information necessary for the proper provision of the service or services and, if necessary, it shall obtain, prior to providing the service or services, any missing elements and information. 3. If authorisations (administrative or other) are required for service provision, the supplier shall ensure, prior to providing the service or services, that all authorisations have been obtained in a definitive manner and without possible recourse, so that EUTELSAT SA is neither troubled or its liability implicated.

	<p>4. The supplier is bound by an obligation of result. The supplier is also bound by an obligation of information and advice with regard to EUTELSAT SA. It shall also promptly inform EUTELSAT SA of any difficulty or anomaly that occurs or might occur during service provision. For services to be provided over time, the supplier shall regularly inform EUTELSAT SA of progress. The purchase order may specify the terms of this information.</p>
<p>ARTICLE 5 – DELIVERIES OF GOODS</p>	<p>1. All delivery of goods shall be made, free of all charges, during the opening hours of the incoming deliveries service. The place of delivery of the goods shall be, unless otherwise indicated, the EUTELSAT SA teleport located at Route de Cerqueuse, 78660 Prunay-en-Yvelines, France). The supplier shall contact the freight forwarder designated by EUTELSAT SA, if applicable, to find out the place of delivery.</p> <p>2. Prior to delivery of the goods, a copy of the shipping notification mentioning the Order number, the place of delivery, the number of packages or boxes, their contents, their net and gross weight in kilos, their dimensions in metres, as well as the nature of the packaging, and the shipping method, shall be sent to EUTELSAT SA's Logistics Department (Logistique-teleport@eutelsat.com).</p> <p>3. The supplier shall ensure that packaging is sufficient and adequate to protect the goods from all risk, loss, damage, or deterioration during transport or storage at destination. Packing shall be carried out in accordance with the regulations and standards in force under the supplier's responsibility and with the aim of limiting the volume of the packages to be transported. Packages shall bear consecutive numbers and the Order number.</p> <p>4. The supplier shall bear the cost of returning and replacing any lost or damaged goods, including due to insufficient or inadequate protection thereof.</p> <p>5. The supplier shall draw up and/or obtain all documents and authorisations required to ship the goods. In particular, it shall comply, where applicable, with all customs requirements and procedures to obtain customs clearance for the import and export of goods and shall pay the duties and taxes associated with these operations.</p> <p>6. All deliveries shall be accompanied by a delivery slip specifying its identification number, the Order number, and the list of the products delivered.</p> <p>7. Goods delivery and unloading shall be at the supplier's expense and risk.</p> <p>8. Goods shall be delivered accompanied by their associated documentation.</p>
<p>ARTICLE 6 – TRANSFER OF OWNERSHIP AND RISK</p>	<p>Custody of the item delivered, its ownership, and the risks weighing on it shall be transferred to EUTELSAT SA as from delivery which is understood, within the meaning of this Article, as being the actual delivery of the item or completion of service ordered by EUTELSAT SA, notwithstanding the existence of a retention of title provision in the supplier's general terms and conditions of sale, unless the parties agree otherwise.</p>
<p>ARTICLE 7 – DELIVERY TIMES – TERMINATION</p>	<p>1. The delivery lead-times agreed between the parties, as mentioned on the purchase order, are imperative and cannot be changed without EUTELSAT SA's prior written consent.</p> <p>2. As soon as it becomes aware of it, the supplier shall immediately inform EUTELSAT SA of any foreseeable delay in the delivery of the goods or in the provision of the service or services ordered, in order to allow EUTELSAT SA to take all appropriate measures to protect its interests.</p> <p>3. In the event of late delivery of goods or provision of the service or services ordered, for any reason, EUTELSAT SA may, regardless of any damages to which it may otherwise claim, declare the early termination of the contract which shall take effect eight (8) days after formal notice sent by registered letter with acknowledgment of receipt to the supplier expressly indicating EUTELSAT's intention to apply this termination provision and remaining without effect. In this case, all sums paid, if applicable, as down payment by EUTELSAT SA shall be reimbursed to it within fifteen (15) days of the entry into effect of this termination provision.</p> <p>4. In the event of early delivery or excess quantities, EUTELSAT SA also reserves the right (i) to accept the goods or the service provision, (ii) to keep the goods available to the supplier at its own risk, or (iii) return them to it at the supplier's expense.</p>
<p>ARTICLE 8 – ACCEPTANCE/RECEIPT</p>	<p>1. The goods delivered and the services provided shall strictly comply, in terms of quality and quantity, with the samples, models, drawings, and other provisions attached to or mentioned in the purchase order.</p> <p>If no sample or model was provided when the Order was placed or if no particular specification is mentioned on the purchase order, the goods delivered and the services provided shall comply with the highest quality standards in the domain considered.</p>

	<p>2. All the goods delivered or the services provided shall only be considered compliant and subsequently accepted/received by EUTELSAT SA:</p> <ul style="list-style-type: none"> - after control, upon delivery, of their compliance with the purchase order's terms by EUTELSAT SA. In the event of compliance, EUTELSAT SA shall sign a final acceptance form of the goods or service; or - when this is made necessary by the nature of the goods delivered or the service provided, after implementation of a joint technical acceptance operation - following commissioning - attesting to their compliance with the purchase order and their correct implementation, as validated without reservations by EUTELSAT. In this case, EUTELSAT SA shall sign a provisional acceptance form for the goods or service pending the completion of the aforementioned joint technical acceptance operation, this operation having to be carried out within thirty (30) days of goods delivery or service provision. <p>It shall be specified that any conformity checks carried out on the premises of the supplier or a third party, without the presence of a person authorised by EUTELSAT SA, shall not be enforceable against EUTELSAT SA.</p> <p>The goods or services shall be considered as accepted by EUTELSAT SA failing notification to the contrary sent to the supplier within thirty (30) days of delivery or service provision when technical acceptance operations are required, or, otherwise, within fifteen (15) days following the same delivery or service provision.</p> <p>3. Without prejudice to EUTELSAT SA's rights and remedies that it would otherwise hold, the supplier shall immediately correct or replace, at its expense, any non-conforming goods delivered or services provided within fifteen (15) days of the notification of said defect by EUTELSAT SA to the supplier. If, at the end of this period, the observed defects have not been corrected by the supplier, EUTELSAT SA may reject the non-conforming goods or services which must then be promptly removed by the supplier, at its expense. In this case, the price shall not be due by EUTELSAT SA and all the sums paid as a down payment by EUTELSAT SA shall be reimbursed to it within fifteen (15) days following notification of the rejection of the goods or service provision by EUTELSAT SA.</p> <p>4. Goods or services rejected by EUTELSAT SA at the end of the aforementioned procedure shall be deemed undelivered and may result in EUTELSAT SA's application of the termination provision provided for in Article 7 above or penalties.</p>
<p>ARTICLE 9 – GUARANTEE</p>	<p>1. Without prejudice to the applicable legal provisions, the supplier shall guarantee the goods and/or the result of service provision against any design, material, manufacturing, assembly, or operating defects for twenty-four (24) months from the date of their acceptance by EUTELSAT SA and shall indemnify EUTELSAT SA for any direct or indirect material or immaterial damage or consequential loss that might result therefrom. The supplier's guarantee shall not cover defects resulting from normal wear and tear of goods, use not in accordance with the associated documentation, or negligence by EUTELSAT SA.</p> <p>2. During the guarantee period referred to in the previous paragraph, the supplier shall, in particular, perform the necessary repairs and/or replacements of defective goods or parts at its own expense. Repair or replacement work shall be carried out by the supplier (or by any third party designated by it, under its responsibility, and the intervention of which will have been previously validated by EUTELSAT SA) with the greatest diligence and taking into account the programme's requirements and EUTELSAT SA's operational constraints which shall be provided by it.</p> <p>3. Unless otherwise agreed by the parties, repairs or replacements shall be carried out within ten (10) days of EUTELSAT SA's notification of the defect or malfunction to the supplier.</p> <p>4. Any replacement or repair of a good affected by a defect shall result in the application of a new twenty-four (24) month guarantee period for the good concerned as from the date of repair or replacement.</p> <p>5. The guarantee shall cover parts, labour, transport, and travel. It shall also include the costs of dismantling, handling, customs, and reassembly of the parts. This guarantee provision is without prejudice to compensation for damage suffered by EUTELSAT SA.</p>
<p>ARTICLE 10 - FORCE MAJEURE</p>	<p>1. Neither party shall be held responsible for any breach of its obligations resulting from a case of force majeure within the meaning of Article 1218 of the French Civil Code making it impossible to fulfil its obligations.</p> <p>2. In the event of an event of force majeure, the obligations of the party affected by said event shall initially be suspended. This party shall notify the other party, within five (5) days of occurrence of the event of force majeure, of the situation and the probable duration of the suspension of contract performance due to said force majeure event; this party shall make its best efforts to limit the detrimental consequences of this situation for the other party.</p>

	<p>3. If obligations continued to be suspended, due to the event of force majeure, for more than fifteen (15) days, the other party may terminate the Order, without any damages being due from either side.</p> <p>4. For the purposes of clarification, only delays by the supplier's suppliers and subcontractors which can be demonstrated to be the result of an event of force majeure pursuant to this provision can be invoked as an event of force majeure.</p>
<p>ARTICLE 11 – INTELLECTUAL PROPERTY</p>	<p>1. Each party shall remain the sole owner of its own knowledge and intellectual property rights (including copyright, trademarks, trade names, company name, domain names, design rights, designs and models, inventions, patents, personal data, and any other similar or analogous intellectual property right of any kind, including, in particular, software, expertise, trade secrets - 'Intellectual Property Rights') which it has developed or that it owns upstream of the Order, subject to the rights of third parties.</p> <p>2. The supplier shall guarantee EUTELSAT SA against all proceedings initiated by third parties resulting from the breach of intellectual property rights which they avail themselves of relating to the goods delivered or services provided under the terms of the Order.</p> <p>3. The supplier shall be liable to EUTELSAT SA for all claims from third parties and all damages resulting therefrom, including with regard to the payment of any legal assistance that it would be forced to seek.</p> <p>4. If the Order relates to the creation of intellectual works, the supplier shall assign to EUTELSAT SA, exclusively, irrevocably, and definitively, all the property rights over any result or deliverable generated during Order performance (including supplies, documents, and software specifically developed for EUTELSAT SA, any process, in particular, manufacturing and expertise integrated or associated with the goods – the 'Results') for the whole world, for any destination and in any language, and for the entire period of protection of the Results as provided for by the applicable legislation. The financial compensation for the rights thus granted shall be included, on a fixed and definitive basis, in the Order value. As a result of this transfer, EUTELSAT SA shall have full and entire ownership of the Results and shall be entitled to file, in its name, any industrial property title likely to protect the Results. In the event of transfer of copyright, it is specified (in accordance with the requirements of Article L. 131-3 of the French Intellectual Property Code) that the transfer includes (i) the right to reproduce or have the Results reproduced (ii) the right to represent or have the Results represented and, for software and databases, their upgrades and updates, (iii) the right to adapt, modify, transform, develop, correct, fully or partially, the Results, (iv) the right to translate or have translated the Results, (v) the right to market, distribute, and disseminate the Results, (vi) the right to make any use and to use the Results, for the purposes of its own business or for the benefit of third parties, (vii) the right to assign all or part of the rights assigned and (viii) the right to authorise or prohibit any reuse and/or any substantial extraction of the contents of databases.</p> <p>5. The supplier shall grant EUTELSAT SA a free licence to use software other than the ones developed specifically for it, which are integrated or associated with the goods or the service provision covered by the Order, with a view to its use for the needs of EUTELSAT SA and its customers.</p> <p>The supplier shall refrain from using any result or deliverable outside of the Order.</p>
<p>ARTICLE 12 – CONFIDENTIALITY</p>	<p>1. The parties shall consider as strictly confidential and shall not disclose information of any nature (commercial, technical, legal, etc.) exchanged between them during the placing or performance the Order or to which the supplier could have access through its presence on EUTELSAT SA's premises ('Confidential Information').</p> <p>2. The supplier shall:</p> <ul style="list-style-type: none"> - take all the necessary precautions to protect Confidential Information; - only use Confidential Information for the purposes of performing the Order; - only provide Confidential Information to members of its staff directly concerned by Order performance and only insofar as such communication is required to perform the Order; - not disclose or provide, in whole or in part, Confidential Information to third parties without EUTELSAT SA's prior written consent; - enforce the confidentiality obligations imposed on it under this Article on its staff and any other person authorised by EUTELSAT SA to access Confidential Information; - promptly notify EUTELSAT SA of any disclosure of Confidential Information required by law, regulations, or legal proceedings; - promptly return all Confidential Information to EUTELSAT SA or destroy all or part of it at EUTELSAT SA's request or upon completion of the Order. <p>3. However, the obligations set forth above shall not apply to Confidential Information that:</p>

	<ul style="list-style-type: none"> - was already in the public domain prior to its disclosure or has become so subsequently, but, in the latter case, in the absence of any fault attributable to the supplier; - was already in the supplier's possession, in a legitimate and legal manner, at the time of receipt.
<p>ARTICLE 13 – CORPORATE SOCIAL RESPONSIBILITY</p>	<ol style="list-style-type: none"> 1. EUTELSAT SA attaches great importance to compliance with applicable ethics and sustainable development principles (EUTELSAT SA's Code of Ethics is available on the website https://www.eutelsat.com). The supplier acknowledges having read the EUTELSAT SA Code of Ethics and undertakes to comply with all its provisions in force on the date of dispatch of the purchase order. 2. The supplier guarantees that it complies with the labour law to which it is subject and shall ensure that it is respected by its own suppliers and subcontractors. It shall also guarantee that the Order is performed in accordance with the labour laws of the country in which the Order is being performed. 3. In particular, if the Order is placed in France, the supplier shall comply with French labour laws on undeclared work (Articles L. 8222-1 et seq. and Articles R. 8222-1 et seq. of the French Labour Code) and foreign workers (Articles L. 8253-1 et seq. and Articles L. 8254-1 et seq. of the French Labour Code). 4. More specifically, the supplier shall comply with the commitments set out below and shall enforce them with its own suppliers and subcontractors: (a) guarantee all its employees working conditions that respect their health and safety in the workplace, (b) make sure all personnel is employed based on the principle of equal chances, without any distinction of race, colour, gender, religion or origin, (c) refrain from using child labour or forced or coerced labour, (d) reduce the negative impact that its businesses may have on environment, (e) promote greater environmental responsibility as well as promote the development and distribution of environmentally-friendly technologies.
<p>ARTICLE 14 – LIABILITY AND INSURANCE</p>	<ol style="list-style-type: none"> 1. The supplier shall exclusively ensure the administrative, accounting, and labour management of its employees and shall retain hierarchical authority over said employees in all circumstances, including when working on EUTELSAT SA's premises. EUTELSAT SA shall not, in any way, be held liable for injuries suffered by these employees or for damage caused to the supplier's equipment while they are working on its premises. 2. The supplier shall take out a third-party liability insurance policy with a reputable insurance company, covering any financial consequences it might be liable for due to injury or material or immaterial damage or consequential loss damage suffered by EUTELSAT SA, its employees, or third parties as a result of the supplier and/or its own employees or subcontractors. 3. The supplier shall be held liable for any damage or loss suffered by EUTELSAT SA or any third party due to any failure or poor performance of the Order and shall pay compensation to EUTELSAT SA for any loss suffered by it. 4. The supplier shall, at first request, provide evidence of the validity of the insurance policies taken out.
<p>ARTICLE 15 – PERSONAL DATA</p>	<ol style="list-style-type: none"> 1. Personal data as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ('GDPR') constitutes 'Personal Data'. 2. Each party acknowledges that Personal Data is subject to the legal and regulatory provisions applicable to EUTELSAT SA and/or the supplier. As such, the parties shall comply with the regulations in force including by taking necessary action to ensure respect for the rights of data subjects and to guarantee Personal Data security and confidentiality. 3. The collected personal data are surname, first name, business email and telephone number of the supplier. 4. The personal data processing implemented has the following legal bases: <ul style="list-style-type: none"> - performance of contractual and/or pre-contractual provisions to perform the Order; - the legitimate interest for the purpose pursued is the management of supplier files; - accounting management, legal basis of the legal charge; 5. The data processed is intended for EUTELSAT SA authorised persons and its service providers. 6. Eutelsat SA uses SAP and Esker applications to run its business. The data for these applications is hosted in European Union member countries, in particular, in the cities of Frankfurt and Amsterdam. SAP's and Esker's authorised recipients have access to the following categories of data: surname, first name, business email, business telephone number, and, more generally, business and accounting contact data.

	<p>7. This data is transferred to SAP's and Esker's authorised services for the main purposes of outsourcing, maintenance, support, administration, and hosting and to respond to requests from authorities having a legal Right to Know.</p> <p>8. Data subjects have the right to access, rectify, query, limit, transfer, and erase the data concerning them. For processing operations based on the legal basis of the controller's legitimate interest, data subjects also have a right to object to processing.</p> <p>9. Finally, data subjects also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned, by email to the Data Protection Officer at the following address: dpo_privacy@eutelsat.com.</p> <p>10. Data subjects have the right to file a complaint with the CNIL.</p> <p>11. Any breach by the supplier of its obligations relating to Personal Data shall constitute a breach of its essential obligations and, as such, shall result in the partial or total termination of the Order, without prejudice to the rights and remedies which EUTELSAT SA would otherwise be entitled to.</p> <p>12. The supplier shall pay compensation to EUTELSAT SA for all claims, costs, damages, fines, losses, liabilities, and expenses (including legal fees and expenses) incurred by it, directly or indirectly, as a result of a breach by the supplier of the GDPR or any regulation adopted in application or supplement thereof.</p>
<p>ARTICLE 16 – EXPORT CONTROL</p>	<p>1. The supplier shall comply with the laws and regulations on export and import control applicable to the goods as well as to all software, information, and products that the parties may provide under the Order placed for said goods or a service provision.</p> <p>2. The supplier shall inform EUTELSAT SA of the classification related to export control of one of the aforementioned elements on placing the Order. The supplier shall also promptly inform EUTELSAT SA of any change related to said classification and shall provide EUTELSAT SA with any assistance it might require following these changes.</p> <p>3. The supplier shall obtain, in good time and at no additional cost to EUTELSAT SA, all authorisations, approvals, or licences required for the export, import, delivery to, and use and integration by EUTELSAT SA and/or any other end user specified by it, of the Order. The supplier shall promptly inform EUTELSAT SA of the issuance of said authorisations, approvals, or licences and shall provide it with a copy of them or of the existence of an exemption. These authorisations, approvals, and licences or exemptions shall, in particular, describe any potential restrictions applicable to any re-export or re-transfer of all or part of the Order to a third party.</p> <p>4. The supplier shall implement all the necessary security measures in order to avoid the transfer, by any means, of information provided by EUTELSAT SA and identified as being subject to the applicable export control laws and regulations to any person not authorised to access such information.</p> <p>5. If the supplier is unable to obtain said necessary authorisations, approvals, or licences or if the latter are refused, suspended, withdrawn, not renewed, or invalidated as a result of the supplier, EUTELSAT SA reserves the right to terminate the Order, notwithstanding its right to seek compensation for the loss incurred as a result of this failure.</p> <p>6. The supplier shall cooperate with EUTELSAT SA in the event of any proceedings or prosecution initiated by the competent authorities in matters of export control. In any event, the supplier shall be held liable by EUTELSAT SA for all harmful consequences resulting from the supplier's non-compliance with its export control obligations.</p>
<p>ARTICLE 17 – APPLICABLE LAW</p>	<p>These GTC and the Orders to which they relate are governed by French law, excluding the provisions of the Vienna Convention on the International Sale of Goods of 11 April 1980.</p>
<p>ARTICLE 18 – CONCILIATION</p>	<p>1. In the event of a dispute between the parties concerning the application, interpretation, or performance of these GTC or the Orders relating thereto, each of the parties shall appoint a person duly authorised to seek an amicable outcome in good faith. These persons shall meet at the initiative of the most diligent party within fifteen (15) days of receipt of the letter requesting a conciliation meeting.</p> <p>2. The agenda shall be set by the party taking the initiative for the conciliation.</p> <p>3. The decisions, if they are reached by mutual agreement, shall have a contractual value and shall constitute a transaction between the parties on the subject of the dispute.</p> <p>4. Failing an amicable agreement between the parties within thirty (30) days of the conciliation meeting, the parties shall regain their freedom.</p>

ARTICLE 19 – JURISDICTION	IN THE EVENT OF A DISPUTE AND AFTER THE UNSUCCESSFUL IMPLEMENTATION OF THE CONCILIATION PROCEDURE REFERRED TO IN ARTICLE 18, THE DISPUTE SHALL BE UNDER THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT.
ARTICLE 20 – ANTI-CORRUPTION	<p>EUTELSAT SA shall comply with a set of fundamental values, set out in detail in EUTELSAT SA's Code of Ethics and Supplier Code of Conduct, which are available at the following address (https://www.eutelsat.com), and shall, in particular, undertake to not tolerate any form of corruption or influence peddling.</p> <p>The supplier represents and warrants that it (i) has read and fully adheres to the fundamental values set out in EUTELSAT SA's Code of Ethics and the Supplier Code of Conduct and (ii) has implemented and shall maintain, throughout Order performance, its own rules of procedure and internal policies in order to prevent and detect any form of corruption and influence peddling in the operation of its business.</p> <p>EUTELSAT SA and the supplier represent and warrant they shall scrupulously comply with all applicable laws and regulations pertaining to the fight against corruption and influence peddling ('Rules') for the term of the Order.</p> <p>The supplier represents and warrants that, on the date the purchase order was sent and subject to any contrary information previously disclosed to EUTELSAT SA, neither it nor any other person acting on its behalf (including but not limited to any director, senior executive, employee, agent, or any other representative) has ever been found guilty or sanctioned for any breach to the Rules and are not under any inquiry from a government or any other authority as regards any alleged breach to said Rules. The supplier shall (i) inform EUTELSAT SA, as soon as it becomes aware of such an inquiry or any failure by the supplier or any person acting in its name and/or on its behalf to comply with the Rules and (ii) promptly inform EUTELSAT SA of the corrective measures implemented to remedy said failure.</p> <p>At any time during Order performance, EUTELSAT SA shall be entitled to request from the supplier the provision of any document or information relating to the supplier's compliance with any of the provisions of this Article.</p> <p>The supplier undertakes to implement all necessary and suitable measures to verify the integrity and compliance with the Rules of any subcontractor which it may use to fulfil all or part of its obligations under the Order, it being understood that the recourse to a subcontractor is subject to EUTELSAT SA's prior written agreement.</p> <p>Any breach of the provisions of this Article shall constitute a material breach of the Contractual Documentation entitling the non-defaulting party to unilaterally terminate the Order, without incurring any liability, following a formal notice to remedy the aforementioned breach remaining without effect for fourteen (14) days.</p>
ARTICLE 21 – FINAL PROVISIONS	<ol style="list-style-type: none"> 1. All correspondence and all documents relating to the Order shall include the reference number appearing on the relevant purchase order and shall be written in French or English, unless otherwise agreed by the parties. 2. The GTC applicable to the Order shall be those in effect on the purchase order date. Any change to these GTC or any purchase order shall be the subject of a written amendment duly signed by the parties to be applicable to an Order open on the date of the change. 3. The fact that one of the parties does not accept, at a given time, a provision of these GTC shall not be subsequently construed as a waiver of these provisions. 4. The invalidity of a provision shall not result in the invalidity of these GTC, and the parties shall negotiate in good faith to replace said provision with a valid provision with equivalent economic effect. 5. Each party is an independent legal entity, both legally and financially, acting in its own name and under its sole liability. Under no circumstances shall these GTCs render one of the parties subordinate to the other and nothing in these GTC shall be interpreted as creating a joint venture, partnership, or employment relationship between the parties. 6. The parties shall agree to perform their obligations in perfect good faith.