



GENERAL TERMS OF PURCHASE PARIS 2024

Acceptance of this order also entails acceptance of the Paris 2024 terms and conditions of purchase, and the Supplier's waiver of its own terms and conditions of sale. Any exception to these terms and conditions may only be granted by Paris 2024 in writing.

1. VALIDITY

Any supply of goods, works or services to Paris 2024 must be contained in a prior order in writing (letter or email).

2. ORDER NUMBER

The order number must be mentioned on all of the Supplier's correspondence or delivery, shipment or invoicing documents sent to Paris 2024 when providing the service.

3. DEADLINES

Unless otherwise stated, the deadlines are understood as "goods delivered to the address on the order" for goods or "unconditional technical acceptance" for equipment. For services, they are understood as "service fulfilled and unconditionally accepted".

4. QUALITY

Unless otherwise stated on the orders, diagrams or specifications, official standards apply to services which, in any event, must be provided in accordance with the state of the art for the industry in question. Any Supplier providing a service whose design is the property of Paris 2024 is not authorised to assign order fulfilment to third parties or modify all or part of the manufacturing process without the prior written approval of Paris 2024. The Supplier is responsible for identifying and applying the verification methods needed to ensure the required compliance and reliability (when not indicated by the orders, drawings or specifications), particularly when this compliance is defined by public standards. The Supplier agrees to keep written records of inspections, tests and verifications performed by it or any other organisation authorised to certify compliance, and to give them to Paris 2024 on request. A Supplier of goods and/or services and/or works which uses staff to provide a service must draw up a health and safety plan as needed, in collaboration with Paris 2024, and inform its staff of instructions in terms of the environment and occupational health and safety (including electrical safety rules, construction, the use of tools and hazardous products, the use of vehicles, etc.) as defined in the health and safety plan. The health and safety plan will be drawn up prior to the service. Any Supplier of potentially hazardous goods must supply the corresponding data sheets.

5. DUTIES AND OBLIGATIONS

When fulfilling the order, the Service Provider must provide the services (supplies and/or services and/or works) in good faith with the diligence, skills and capabilities reflecting best industry practices, and endeavour to promote the interests of Paris 2024.

The Service Provider must:

- (a) comply with all laws, regulations, codes and sanctions relating to the process to organise the Paris 2024 Olympic and Paralympic Games,
- (b) not engage in any activity, practice or conduct which infringes applicable regulations.

- (c) comply with the law on transparency, anti-corruption and business modernisation (the “Sapin 2” law), as well as Paris 2024 ethics and policies in terms of combating corruption, as documented and updated by Paris 2024
- (d) promptly inform Paris 2024 of any request or invitation for any kind of undue financial benefit or any other undue benefit of any kind, proposed to the Service Provider or received by the Service Provider when fulfilling the contract tying it to Paris 2024;
- (f) ensure that all individuals associated with the Service Provider or Service Provider Staff comply with this article 5; and
- (g) not undermine the image or reputation of Paris 2024 throughout the contract. The Service Provider undertakes to not disparage and more generally to not make any negative comment about the IOC, the Olympic and Paralympic Games and/or Paris 2024, or about any IOC and Paris 2024 managers, employees and agents, or their partners, licensees and Service Providers.

6. CORPORATE SOCIAL RESPONSIBILITY

Human rights and sustainable development are both very important to Paris 2024.

These provisions are explained in the document available at the following link:www.paris2024.org. The Service Provider undertakes to adhere to these provisions when fulfilling the contract tying it to Paris 2024.

7. DELIVERIES

Goods must be delivered during the reception department’s opening hours, and to the location indicated on the order. Until they reach their destination, goods travel at the risk of the Supplier. The delivery slip with the Supplier’s header must contain the elements mentioned in point 2 above, the name of the goods delivered in the same terms as the order form, indicating where applicable the composition per box or other packaging unit, as well as the gross and net weights. Unless otherwise stated on the order, Paris 2024 will not be held liable for any delay in payment caused by a non-existent, incorrectly completed or illegible delivery slip. If the supplied goods could expire, the Supplier must clearly indicate the expiry date on each inseparable packaging item. If delivered by a transport company, reservations will always apply if the transport company does not wait for the equipment to be unpacked.

8. ACCEPTANCE – RETURNS

Any provision of services, supplies and/or works will only be considered accepted following verification of their compliance with the clauses and specifications of the order as well as standards in force. For goods, technical acceptance must be unconditionally approved after commissioning and where needed. The inspection carried out by an authority or any other organisation at the Supplier’s premises cannot constitute a waiver of this clause under any circumstances. Goods whose quality does not comply with this order could be rejected, unless otherwise agreed, within thirty (30) days following delivery. Once this period has ended, they will be considered accepted.

Rejected goods must be removed by the Supplier at the cost of the Supplier, within eight (8) days following notification sent to the Supplier. Once this deadline has passed, Paris 2024 reserves the right either to return the goods at the cost of the Supplier, or to store them at the cost of the latter. At its discretion, Paris 2024 will be entitled to enforce compliance on site, request a replacement, or where applicable request a refund for rejected goods, without prejudice to the subsequent rights and remedies which Paris 2024 might claim.

9. WARRANTY

Acceptance of Paris 2024's orders by the Supplier constitutes a commitment that it will guarantee parts and labour for delivered goods for a minimum period of twelve (12) months following their acceptance (unless this period is explicitly extended in the Supplier's order, contract or offer).

10. PRICE

Unless otherwise stated by Paris 2024, the prices indicated on the order and/or contract are fixed and cannot be reviewed. Prices are deemed to include all taxes and other charges incurred on services, prices related to packing, storage, packaging, insurance and transport, as well as all other expenses needed to perform the services, risk margins and profit margins. For goods deliveries, prices are given for goods delivered to the specific delivery location, postage and packaging paid, net of all duties and taxes. Packaging cannot be deposited without the prior written permission of Paris 2024. Packaging of delivered goods must meet the requirements defined in the specifications or the quality standards required due to the nature of the goods. Failing this, Paris 2024 reserves the right to reject the delivered goods. If the Supplier fails to give Paris 2024 the documents allowing the latter to be exempt from related charges such as taxes and the general social security contribution (CSG) applicable to the delivery, it will be required to repay Paris 2024, which could deduct these amounts from its payments.

11. INVOICES

The invoices must be issued after delivery of the goods or fulfilment of the service and pursuant to regulations, particularly article 289 of the French General Taxation Code. **A single copy of the invoice must be sent to the accounting department** by email or post to the address mentioned on the order form. Unless otherwise agreed in writing between the accounting departments, no other method of sending invoices will be accepted.

The invoice must contain the order number defined in point 2 above, or as an exception, all elements to reconcile the order, the name of the service and the detailed price.

Unless other conditions are previously established with Paris 2024 (e.g. summary invoices), an invoice must be established per delivery of goods or per service fulfilled.

12. PAYMENT

Payments to the Supplier are made (subject to compliance of deliveries or services as indicated in article 7 above) based on the conditions established with Paris 2024 and indicated on the contract or order form relating to the service. Unless otherwise mentioned on the order form, the payment conditions are fixed at 45 (forty-five) days end of month from the date of issue of the invoice. In the event of a payment delay, but subject to complete fulfilment of the service or a compliant delivery, the Supplier is entitled to receive late payment interest which cannot exceed the interest applied by the European Central Bank plus eight percent. Late payment interest is incurred from the day following the deadline indicated in the contract or order, or expiry of the payment deadline until payment is made. The payment delay also gives rise to the payment of a flat-rate penalty for recovery fees amounting to €40.

13. TAX AND SOCIAL SECURITY PROVISIONS

The Supplier certifies to Paris 2024 that it has fulfilled all its requirements in relation to the tax authorities and social security organisations. It declares that it has complied with the different

obligations listed in article L. 1221-10 et seq. of the French Labour Code and hereby certifies that the work will be performed by legal workers. It guarantees Paris 2024 against any recourse in this matter.

14. INTELLECTUAL PROPERTY

The Supplier grants all existing Intellectual Property rights to Paris 2024 as they are created for the works and inventions and all media including these rights, provided that they are created whilst providing the service, and to the extent permitted by law.

The Supplier guarantees to Paris 2024 that the use of the works and/or inventions or intellectual property rights on the works and/or inventions by Paris 2024 will not infringe third-party rights.

Paris 2024 is and remains the sole owner of its data, particularly materials and documents submitted to the Supplier to fulfil the Contract, and whether or not they constitute an intellectual property right.

The Supplier grants complete intellectual property, i.e. property rights, intellectual property elements, as they are executed and regardless of the medium, known or future, without limitation in number, to Paris 2024 and its beneficiaries, notably the International Olympic Committee ("IOC"). They accept this, based on the terms and conditions below and excluding attributes of a moral nature.

As a result of this assignment, Paris 2024 and/or the IOC could freely directly or indirectly exercise the rights to use the intellectual property elements in all forms, for commercial and non-commercial use.

15. NON-DISCLOSURE

The information brought to the Supplier's attention when fulfilling the services must be considered confidential. The Supplier must not (except when performing its duties), either when fulfilling a service or at any point after termination, use or disclose any information about Paris 2024 to third parties (and must endeavour to prevent publication or disclosure). Specifically, the supplier cannot present any work performed on behalf of Paris 2024.

16. GDPR COMPLIANCE

The Supplier will comply with regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") for any processing of personal data in relation to this order.

17. TRANSFER OF RISKS AND OWNERSHIP

For goods, the risks will be transferred during delivery to the premises defined by Paris 2024. Paris 2024 is responsible for insuring the goods from this moment. Ownership will be transferred on acceptance of the goods in question at the premises defined by Paris 2024 as stated in article 8 above.

18. FORCE MAJEURE

Neither of the parties will be held liable for any failure to comply with their obligations, if they can prove that this failure to comply was due to a case of force majeure or unforeseeable circumstances making it impossible to fulfil its obligations pursuant to article 1148 of the civil code and the definition used by French case law. The party claiming force majeure must immediately inform the other party by recorded letter with acknowledgement of receipt of the occurrence and end of the

event or circumstance constituting force majeure. If the notification does not arrive at its destination within a reasonable period from when it was aware or should have been aware of the incident, the defaulting party is liable to pay damages for the harm caused by this lack of notification.

Initially, any failure to comply resulting from force majeure will suspend the contract's obligations. The defaulting party is not released from its obligation. The obligation is merely suspended until it is able to perform it again.

It is understood that during such events, the Supplier must propose any potential measures to Paris 2024 as soon as possible to organise and ensure the continuity of services, even if partial or downgraded, in order to establish a normal situation. These measures must receive Paris 2024's explicit approval.

If the case of force majeure continues for longer than fifteen days, the parties must meet to negotiate and determine new contractual conditions adapted to the circumstances established by the case of force majeure. Once the limitation caused by force majeure ends, the initial contract obligations will become fully valid again for the remaining duration.

If the case of force majeure continues and negotiations fail, the contract will be terminated *ipso jure*.

19. PUBLICITY – NO COMMERCIAL REFERENCES

Under no circumstances can Paris 2024 orders be directly or indirectly publicised, in any form. When fulfilling this order, the Supplier undertakes to:

- never associate itself or associate its trademarks (whether registered or not), logos, signs, emblems or any other distinctive symbol with the Olympic Games, the Olympic Movement, the IOC or the Client; never use the title of Service Provider or “official”, “selected”, “approved”, “guaranteed” or “privileged” partner of the IOC, the Client, the Olympic Movement or the Olympic Games, nor any other similar title;
- never publish or issue any communication regarding its role as Service Provider of goods or services to the Client, the IOC or any other organisation relating to the Olympic Games or the Olympic Movement;
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- never use a trademark, trade name, logo or any other communication materials likely to cause confusion with the Client, the IOC, the Olympic Movement or the Olympic Games, or undertake any form of ambush marketing likely to cause this confusion;
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- never create, file and/or register trademarks and/or domain names in relation to the Client, the IOC, the Olympic and Paralympic Games, and more generally Olympism.

20. DISPUTES

Any disputes between the Supplier and Paris 2024 regarding the existence, validity, interpretation, fulfilment and termination of an order or contract (or any of their clauses) which cannot be resolved amicably will be referred to the Paris crown court.

21. TERMINATION

Paris 2024 can immediately terminate the contract *ipso jure* without legal formalities, without any obligation to make any payment to the supplier (*except amounts accumulated prior to the termination date*) if the Supplier, at any time:

- (a) violates article 5 or seriously or repeatedly violates or breaches the provisions of this contract, or refuses or fails to comply with the reasonable and legitimate instructions of Paris 2024;
- (b) commits serious misconduct, fraud, a dishonest act or acts which, in the opinion of Paris 2024, discredit or are likely to discredit Paris 2024 or are significantly unfavourable to the interests of Paris 2024;

22. APPLICABLE LAW

Paris 2024 orders are governed by French law.

Valid from:02 April 2019