1. OBJECT

This contractual document sets out the general requirements in terms of Quality, Health, Safety, Environment (QHSE) and Corporate Social Responsibility (CSR) that Suppliers (and service providers) must comply with when supplying Raw Materials, Equipment and Service to Prysmian entities in France.

2. SCOPE

These requirements must be applied by the Suppliers of any Raw Material/Equipment/Service delivered to Prysmian entities in France:

The legal entities of "Prysmian in France" are:
- Prysmian Cables and Systems France,
- Draka Fileca,
- Draka Comteq France,

3. DOCUMENTS AND STANDARDS OF REFERENCE

ISO 9001 / EN 9100 / ISO 17025 / ISO 19443 / ISO 14001 / ISO 45001.

4. HSE REQUIREMENTS

As part of its ISO 14001 and ISO 45001 certifications, Prysmian in France seeks to ensure that its QHSE policy is effectively implemented by its suppliers and subcontractors. In this context, and for services carried out on our sites or within our High Voltage Installation activities, the Supplier shall comply with our Health, Safety, and Environment (HSE) requirements.

For loading and unloading operations on our sites, a safety protocol will be established and will specify the HSE requirements to be complied with. This protocol may either be prepared in advance with the Supplier or set up upon arrival on site as part of a simplified safety protocol.

A prevention plan shall be developed prior to the execution of the service, in the presence of the contractor's representative, the internal project owner, and the HSE team of the relevant site when:
- the service involves foreseeable work ≥ 400 hours within a period of ≤ 12 months,
- the service involves hazardous work as defined in the list set out in the decree of March 19, 1993.

In all other cases, a simplified prevention plan or an HSE induction will be provided upon arrival on site.

The Supplier shall comply with all HSE requirements specified in the prevention plans or HSE induction provided. Any observed deviation may result in the suspension of the services and the issuance of a non-conformity.

5. RAW MATERIAL QUALIFICATION

5–1 / General

The qualification of a Raw Material shall be subject to a Technical Specification, Drawing or Sales Specification mutually recognized and validated between a Prysmian Research & Development center and the Supplier. This mutual recognition, together with any tests carried out by Prysmian, allows the qualification of the Raw Material and its supply to Prysmian in France.

The above-mentioned document defines the characteristics of the Raw Material/Product. Any required inspections and associated documentation are specified in the Purchase Order.

The Supplier shall review the technical requirements of Prysmian in France and cascade all applicable requirements to its own suppliers and subcontractors.

5–2 / Raw materials/ purchased for Aerospace by Draka Fileca.

The Supplier's production processes, as well as the associated documentation, shall be available at the time qualification samples are delivered to DRAKA Fileca. These samples shall have been verified and shall be delivered together with their test results.
The Supplier shall identify key characteristics of its Raw Material and the associated production process. These key characteristics shall be recorded either systematically or based on justified statistical techniques during serial production. In-process and final inspections shall ensure product compliance with the technical requirements defined by Draka Fileca.

The technical file of the Raw Material at the Supplier shall include, at a minimum, the bill of materials including qualified suppliers, the manufacturing process flow with associated documentation, and the record forms. This file shall be managed under configuration control, and each new revision of the Draka Fileca specification shall correspond to a new version of this file.

5-3 / Compliance with regulations

Compliance with regulations applicable to Raw Materials, Equipment, and Services is the responsibility of the Supplier (e.g. compliance with European directives).

During the qualification of a Raw Material by Prysmian in France, the Supplier shall provide Prysmian in France with the following documents:

- A Safety Data Sheet in French, including up-to-date information related to REACH regulation.

In the event of internal changes or changes in applicable regulations, the Supplier shall provide updated documents to Prysmian in France.

6. QUALITY ASSURANCE SYSTEM OF THE SUPPLIER

Prysmian in France is committed to Quality, Health, Safety, Environment and CSR initiatives.

This commitment is reflected both internally and with Customers and Suppliers.

For this reason, the Supplier undertakes to the Group to develop the same approach and to comply with the requirements defined by these standards.

The Supplier shall implement a Quality Management System:
- Either compliant with ISO 9001,
- If the Supplier is not ISO9001 certified, it should have initiated a Quality Insurance Process.

A certification by an accredited Third Party is strongly recommended. A valid copy of certification(s) shall be provided.

Prysmian's suppliers in France may be subject to an annual evaluation based on QHSE and CSR performance criteria. Depending on the results of this evaluation, improvement actions may be required from the Suppliers.

Specific requirements on the Quality Management System of the Suppliers of DRAKA Fileca (Aerospace)

The Supplier's Quality Management System shall be certified to ISO 9001 or EN 9100 by an accredited third-party certification body for DRAKA Fileca Suppliers classified as "A" by Prysmian in France.

If requested by DRAKA Fileca, the supplier is committed to implementing a product approval process in accordance with the Production Part Approval Process (PPAP), in line with EN9145 standard.
In this case, any serial delivery (initial or modified) is subject to a formal PPAP approval, and the supplier must submit the PPAP file according to the requests and deadlines defined by DRAKA Fileca.
PPAP files are part of Quality records with a 50-year retention or the program lifetime.

PPAP levels requested

1. **Full PPAP** in the event of:
   - Introduction of a new product
   - Qualification of a new supplier
   - Industrial transfer (site, line, ToB, ToW)
   - Restarting after prolonged shutdown (if DRAKA Fileca deems it necessary)

2. **Full or partial PPAP** in the event of:
   - Product definition change
   - Change of material or material supplier
   - Process modification (parameters, equipment, tooling)
   - Evolution of the means of control
   - Repeated non-conformances or performance deviations (quality, capabilities, tests, audit results)

   The expected level of PPAP is defined by DRAKA Fileca according to a joint risk analysis.

3. **Case of suppliers already in series production without a historical PPAP**
   - A full retroactive PPAP is not systematically required.
   - The supplier must be able to provide, upon request, a justification file equivalent to a Lean PPAP including the control plan, the description of the process and key parameters, the evidence of material conformity, the available monitoring or capability results, and change management. This file is a retroactive validation of the existing process.

DRAKA Fileca reserves the right to require a full PPAP depending on the level of risk.

7. QUALITY RECORDS – RECORDS DELIVERED WITH GOODS

The Supplier shall make available to Prysmian in France all documents demonstrating the conformity of its supply (bill of materials, inspection records, traceability elements, first article inspection, control of special processes, etc.).
For Raw Materials, the Supplier shall provide an Inspection Report or a Certificate of Analysis with each delivery, with no ambiguity regarding the inspection status of the product.
This document shall be received at the delivery site no later than at the same time as the goods.
The Supplier is prohibited from delivering any product with characteristics that do not comply with the specification validated by Prysmian in France.

Specific requirement for the records related to the Raw Materials delivered by the Suppliers of DRAKA Fileca (Aerospace)

Retention period: All records related to Raw Materials delivered to DRAKA Fileca shall be retained by the Supplier for a period of 50 years or the program lifetime.

Electronic records: When records are maintained in electronic format, data protection processes shall be formally defined (protection against loss, unauthorized modification, unintended alteration, corruption, and physical damage).

8. DELEGATION OF CONTROL FOR THE RAW MATERIALS

The Supplier shall guarantee the quality of the Raw Material and its compliance with the required specifications. It commits to deliver Prysmian in France in accordance with all documents in its possession and with Prysmian Purchase Order.

Simply accepting Prysmian in France Purchase Order implies the full acceptance and commitment of the Supplier to deliver a Raw Material according to the Prysmian in France requirements.

Prysmian in France can if they wish, carry out checks on receipt of the Raw Materials. However, the compliance will be verified by Prysmian in France during the use of the products and also through process control.

The Test Certificates/Reports are systematically required except in case of special agreement from the plants. In this case, Prysmian in France reserves the right, in case of problems, to get from the Supplier, the Test Report of the concerned Raw Material within 48 hours.

9. DEROGATION

Delivery of non-compliant Raw Materials/Equipment/Service will only be possible after a derogation request formally approved by Prysmian in France Plant Quality department.
Any Raw Materials/Equipment/Service deemed non-compliant may not be delivered without the prior formal approval of the Quality Department of the relevant Prysmian industrial site in France for Raw Materials, and of the requesting department for Equipment and Services.

The written derogation sent by the Supplier must describe, not only, in details the non-conformity and must mention the requirement reference in comparison which it is non-conformity:

- The Raw Material/Equipment/Service identification,
- The nature, characteristics and values of the derogation,
- The quantities and batches involved.

10. NON-CONFORMITY DETECTION

The conformity is considered based on the requirements defined in the Purchase Order, the standard product requirements or on the technical specifications.

Following the detection of non-conformity, Prysmian in France issues a non-conformity report and requests a root cause analysis and an action plan.
Any return of product is done after the Supplier agreement, at his own expenses, with debit of the amount of the returned products and of the eventual administrative cost of defect management.

If the Supplier has delivered non-compliant goods, the Supplier commits in delivering asap back up material from their security stock for example. The Supplier has to prove the compliance of the backup material.

11. CHANGES AND OBSOLESCENCE OF RAW MATERIALS

The Supplier of Raw Material shall notify the Procurement Department of Prysmian in France any modification or change that would likely affect the use or the final properties of the Raw Material, from the requirements initially accepted, such as:

- Any obsolescence of the components of a delivered product,
- Any proposed changes in the composition and/or product characteristics,
- Any change in the manufacturing process or manufacturing plant,
- Work transfer (plan relocation, sub-contracting etc.),
- Changes related to organization or production that may impact the supply chain (e.g. capacity changes),

The Supplier commits in informing Prysmian in France 12 months as a minimum before the effective implementation of the modification/ change. In all cases, the Supplier shall allow a last "buy order" in order to allow Prysmian in France to place an order for the necessary and sufficient quantity to allow the qualification of an alternative Raw Material by Prysmian in France.

Upon request from Prysmian, the Supplier shall perform a risk analysis to identify the consequences of these changes for its customer Prysmian in France. The measures taken shall then be reviewed by Prysmian in France. The raw material may be subject to a new qualification.

In the case of a Raw Material intended for aerospace applications, it shall be validated by a First Article Inspection in accordance with AS/EN/JISQ 9102.

12. PACKAGING AND LOGISTIC

When no special requirement of Prysmian in France requirement exists, the Supplier is responsible for:

- The suitability of the product packaging.
  As part of the environmental approach, the packaging used by the Supplier will preferably be Repositionable, Reusable, Recyclable.
- The means of packaging
- The means of transport according to Incoterm.

The Supplier commits in taking all necessary means to ensure the preservation of the characteristics listed in Prysmian in France documents, over the internal operations at the Supplier and upon delivery to the intended destination.

13. RIGHT TO AUDIT

At any time, Prysmian in France reserves the right to audit the Supplier, with the possible presence of a Customer using the Raw Material/Service, or an official supervisory authority, under conditions to be defined in advance.

- The Supplier's facilities related to purchased Raw Materials/ Equipment/ Services (requirement, procedures, processes, equipment, personnel qualification, acceptance criteria, etc.),
- To check the compliance of ordered Raw Materials/Equipment/Services (this verification does not exonerate the Supplier of its responsibility to deliver a compliant product).

This right is extendible to Prysmian in France’s Customers and to the official supervisor department if they have to audit our Suppliers. Prysmian in France will notify to the Supplier within the base notice, in case of audit, will review and clarify the scope.

All or part of requirement verifications shall be delegated.

NB: in case of confidential information relative to a Raw Material/Service, Prysmian in France agrees to negotiate with the Supplier to find a consensus acceptable by both parties.

14. OTHER SPECIFIC REQUIREMENTS FOR THE SUPPLIERS OF DRAKA FILECA (AEROSPACE)

14–1 / Prevention of counterfeit

The definition of the counterfeit piece as given by the EN 9100 standard is the following:
"An unauthorized copy, imitation, substitute, or modified part (e. g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.
Note 1 to entry: Examples of a counterfeit part can include, but are not limited to, the false identification of marking or labelling, grade, serial number, date code, documentation, or performance characteristics."

The Supplier shall plan, implement and control its processes, in an appropriate manner to its organization and the product, for the prevention of counterfeit or suspect counterfeit or fraudulent parts use and their inclusion in product(s) delivered to the Customer. Counterfeit part prevention processes should consider:

- training of appropriate persons in the awareness and prevention of counterfeit parts;
- application of a parts obsolescence monitoring program;
- controls for acquiring externally provided product from authorized and approved sources;
- requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- verification and test methodologies to detect counterfeit or fraudulent parts;
- monitoring of counterfeit or fraudulent parts reporting from external sources;
- quarantine and reporting of suspect or detected counterfeit parts.
- Maintaining a good level of dialogue, creating the conditions for transparent communication, accepting the right to make mistakes, facilitating feedback
- A questioning attitude combined with a rigorous and prudent approach

14–2 / Security of the Raw Material/Service

The definition of "Raw Material/ Service safety" as defined by EN 9100 standard is the following:
"The state in which a Raw Material/Service is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property."

The Supplier shall plan, implement and control the processes needed to assure Raw Material/Product/Equipment/Service safety during the entire product life cycle, as appropriate to its organization and the product.

- assessment of hazards and management of associated risks (see 8.1.1);
- management of safety critical items;
- analysis and reporting of occurred events affecting safety;
- communication of these events and training of persons.

14–3 / Detection of Foreign Objects

The Supplier shall implement in its production and delivery processes specific provisions for the prevention, detection and removal of foreign objects.

14–4 / Risk management, preventive actions

The Supplier shall plan, implement and control a process for managing operational risks to the achievement of applicable requirements, which includes as appropriate to its organization and the products:

- assignment of responsibilities for operational risk management;
- definition of risk assessment criteria (e. g., likelihood, consequences, risk acceptance);
- identification, assessment and communication of risks throughout operations;
- identification, implementation and management of actions to mitigate risks that exceed the defined risk acceptance criteria;
- acceptance of risks remaining after implementation of mitigating actions.

It is highly recommended that FMEA approach is deployed by the Supplier on all its production processes.

14–5 / Competencies and awareness of the personnel of the Supplier

The Supplier shall define the skills and competencies needed for any of its processes. A matrix, or any other tool, shall be available and shall make the link between any member of the Supplier staff and his (her) domains of skills & competencies. A regular evaluation of the personnel skills & competencies shall be conducted by the supplier.
The Supplier shall implement specific provision to ensure its personnel is aware of:

- their contribution to Raw Material/Equipment or service conformity;
- their contribution to Raw Material/Equipment/Service safety;
- the importance of ethical behaviour.

14–6 / Requirements of the present document escaladed by the Suppliers of Prysmian to their own Suppliers

The Supplier shall cascade the requirements of the present document and also the requirements defined in the technical specifications to its own Suppliers. There shall be a justification for any requirement of non-cascaded Suppliers of the Supplier.

15. ISO 19443 REQUIREMENTS

ISO 19443 specifies specific requirements applicable to organizations supplying products or services important to nuclear safety (ITNS – Important to Nuclear Safety), within the nuclear energy sector.

As part of our ISO 19443 certification for the Paron site, specific requirements may apply. These requirements will be specified in the relevant purchase orders.

The concerned Supplier may be required, upon specific request from our side, to directly provide Quality records to one of our Customers.

The Supplier shall ensure document legibility within its documentation system: documents shall be authentic, complete, legible, and properly archived.

In addition, particular attention is drawn to the prevention of CFSI (Counterfeit, Fraudulent and Suspect Items). Any suspicion or detection of a CFSI shall be managed as a non-conformity.

Each Supplier shall report, without undue delay, any detected or suspected CFSI. To this end, the following channels may be used:

- Contact by email: helpline@prysmian.com
- Contact via the online platform: www.prysmian.ethicspoint.com

CFSI

Non-Conformity = Deviation

- *Non-compliant* item – in whole or in part - that does not meet te requirements and is supplied by legitimate industrial sources *without intent to deceive*

Suspect item

- An item for which there is *suspicion or doubt* about their authenticity

Fraudulent Item

- An item *intentionally falsified or misued with the intent to deceive.* This may include products with misidentification, or with falsified or incorrect certificates

Counterfeit Item

- An item *intentionally and unlawfully* manufactured, refurbished, or altered *to imitate a genuine product without authorization*

In addition to the annual Supplier evaluation (see § 6), Suppliers involved in our nuclear activities shall be subject to a specific annual evaluation.

16. CORPORATE SOCIAL RESPONSIBILITY

In addition to its certifications, the Supplier will highlight its good practices in terms of CSR: labels, charters, certifications, good practices, etc. (advantages/disadvantages in terms of overall cost for the end customer, impact of the good/service on the environment, the community, territorial responsibility, innovation/eco design, etc.)

17. CONFIDENTIALITY

The Supplier commits to keep strictly confidential and not to disclose to third parties any information, in particular technical, commercial, organizational or financial information or any data or concept of which it may become aware in the context of its relationship with Prysmian in France.
The Supplier commits to ensure that this obligation is respected by all the members of his staff concerned, and his possible subcontractors.

18. FIGHT AGAINST UNDECLARED WORK

For the French suppliers of services:
The Supplier shall also provide Prysmian in France, without being requested to do so, every 6 months for the duration of its contractual relationship with Prysmian, the documents prescribed by the regulations against undeclared work, i.e. to date: a URSSAF social vigilance certificate, proof of registration (K-Bis) as well as the list of employees subject to work authorization.
If the regulations change, the Supplier commits to send any document that may be required by such regulations.

19. ETHICS

The Supplier commits in respecting the principles of the Prysmian Code of Ethics.

20. TRANSMISSION AND ACCEPTANCE OF THE SUPPLIER

This Document is applicable for each Purchase Order. For Raw Materials, this document is sent to the Supplier for validation. Without any response from the Supplier within 15 days, this document shall be considered implicitly approved.

Approved by :			
Supplier's name		Date	
Name		Fonction/Position	
Signature :			
Stamp of the Supplier			