

## Simplified General Contractual Conditions ACH-CGA

**The issuance of the purchase order follows negotiations between the parties based on the Supplier's general terms and conditions where applicable, and it has been mutually agreed to apply these General Conditions in order to simplify the contractual process, subject to any adjustments agreed between the parties.**

### **1. Application and validity**

These simplified general contractual conditions (hereinafter referred to as the 'SGCC') shall automatically apply to all purchase orders issued by ELENGY and/or FOSMAX LNG (hereinafter referred to as the 'Client'), as from 18 November 2025, for the supply of tangible goods excluding any software (hereinafter the 'Products'), or services (hereinafter the 'Services') by the supplier or service provider (hereinafter the 'Supplier'). The SGCC shall not apply to purchase orders placed by the Client for Products or Services that are subject to a separate agreement signed between the Client and the Supplier (hereinafter collectively the 'Parties' or individually 'Party').

The Parties have met on several occasions and acknowledge having negotiated in good faith the provisions of these SGCC.

During these negotiations, the Supplier acknowledges having received all material information, directly related and necessary to the content of the purchase order and/or the status of the Parties, in order to give its consent to the conclusion of the purchase order.

### **2. Placement of the purchase order**

The purchase order shall only be binding on the Client if it is electronically validated by a duly authorized representative of the Client empowered to issue purchase orders. Purchase orders placed verbally or by telephone shall only be valid if confirmed in writing.

Each purchase order must be acknowledged by the Supplier within a maximum period of five (5) calendar days from the date of dispatch; failing this, the purchase order may be cancelled by the Client without any obligation to provide justification or, where applicable, shall be deemed accepted by the Supplier (for electronic purchase orders, acknowledgement by email is permitted).

Acceptance of a purchase order or commencement of performance of said order by the Supplier shall be deemed acceptance by the Supplier of said order and of the SGCC as well as of the specific clauses and conditions contained in the purchase order or the contract referring to the SGCC. If the Supplier accepts the purchase order with reservations, it must notify the Client within five (5) days following receipt of the purchase order in a separate written document. In such case, the Client shall no longer be bound by said purchase order unless it confirms its acceptance of such modifications in writing.

#### *Exchange of Documents between the Supplier and the Client*

Any electronic document exchanged between the Supplier and the Client shall necessarily include elements allowing identification of its sender as well as elements intended to identify its content.

The electronic contact details to be used by each Party are specified. The Parties agree that such electronic contact details are sufficient to identify the sender of electronic documents and to authenticate their origin.

#### *Convention of evidence*

The Parties undertake to consider the documents they exchange (in electronic form) as original documents, fully binding upon them. Consequently, the Parties intend to attribute to these documents evidential value, subject to compliance with the contractual provisions. The Parties agree to confer upon their documents the evidential value granted by law to written documents on paper. The Parties undertake to ensure that the content of their documents complies with the obligations, including formal requirements, arising from laws, regulations, and commercial practices.

In any event, except in the proven case of failure or corruption of their IT systems, the Parties expressly waive the right to invoke the nullity or unenforceability of their transactions on the grounds that they were carried out through electronic or telecommunication systems.

#### *Data Archiving*

Each Party shall be solely responsible for the retention and archiving of all documents it issues or receives, including, without limitation, for its own tax and accounting compliance purposes.

#### *Security*

Each Party shall be solely responsible for selecting, implementing, and applying the security measures, tools, and procedures necessary to ensure the protection of its systems and data against risks of unauthorized access, loss, alteration, or destruction.

Each Party shall further be responsible for carrying out all necessary tests to guarantee and monitor the effectiveness of its own security measures, tools, and procedures.

### **3. Price and Terms of Invoicing and Payment**

The currency for invoicing and payment shall be Euro.

Unless otherwise expressly agreed in writing in the purchase order, prices shall be firm and non-adjustable and shall be deemed to include all costs, including but not limited to transportation, packaging, unloading, insurance, duties, charges, and taxes, excluding VAT. The Parties expressly waive the application of Article 1195 of the French Civil Code, and each Party shall bear the consequences of any unforeseen circumstances.

Supplier invoices shall necessarily include all mandatory legal information as well as any details agreed upon with the Client, notably the purchase order number and full allocation, the intra-community VAT identification number, and shall be sent electronically in accordance with the instructions specified on the purchase order to the billing address indicated by the Client. Invoices shall be accompanied by any supporting documents signed by both Parties attesting to the receipt of the Products and/or Services.

Each invoice shall indicate the amount of the billed installment and the cumulative total of previously settled installments. Unless the Parties have agreed on a specific schedule relating to the supply of Products or Services, full payment shall be made upon receipt of the Products or Services (hereinafter referred to as 'Receipt'). Failure to comply with these requirements shall automatically result in the return of the invoices and may suspend payment until a new compliant invoice is issued.

Invoices shall be issued in digital format, made payable to ELENGY or FOSMAX LNG, and sent as a PDF file via Client's invoice processing portal specified on the purchase order.

The address to be indicated on the invoice is: Elengy c/o ENGIE – TSA 92244 – 59784 Lille Cedex 9.

No pro forma invoice shall be accepted as a payment request.

ELENGY's Tax Identification Number : FR 30 451 438 782.

Payments shall be made in accordance with the terms specified in the purchase order or within sixty (60) days from the invoice issuance date, unless a shorter period is required by law. In the event of late payment, the Supplier shall apply default interest, which shall in no case exceed (i) three times the applicable legal interest rate in France, unless otherwise agreed by the Parties in the purchase order. The Client shall also be liable for a fixed indemnity of forty (40) Euros for recovery costs owed to the creditor.

If lower prices or higher discounts have been granted by the Supplier to other companies for comparable volumes of Products or Services to those purchased by the Client, the Parties shall consult to discuss how such information will be taken into account.

### **4. Supply of Products and Services and Acceptance**

The Supplier undertakes to deliver the Products and/or Services to the locations, on the dates, and within the timeframes indicated in the purchase order, during the reception service's opening hours.

In the event of delivery of Products or performance of Services on site, the Supplier shall comply with the Client's health and safety regulations and measures applicable to external companies operating on the Client's premises. The delivered Products and Services must strictly conform in quality and quantity to the terms and specifications agreed between the Parties or, where applicable, to the terms of the purchase order, as well as to contractual specifications, applicable legal and regulatory requirements, and industry standards, notably following the completion of any tests contractually provided for.

The Supplier undertakes to provide the Client with all information and documentation necessary for the execution of the purchase order.

The Client shall be deemed to have accepted any apparent defects (i) in the case of Product supply, if it has not notified the Supplier of such defects within ten (10) business days following delivery, or (ii) in the case of Products or Services subject to an acceptance procedure, if it has accepted such acceptance in writing after being invited to do so by the Supplier.

In the event of non-conformity remarks or objections expressed by the Client, the Supplier may visit the site to verify the condition of the Products or the non-conformity of the Services provided; the Supplier shall remedy the non-compliance identified as soon as possible. If, after fifteen (15) business days, the defects have not been corrected, the Client may decide to reject the Products. In such case, the price shall not be payable, and any advance payments received shall be reimbursed to the Client without delay. In the absence of remarks/objections or after the removal of such remarks/objections, the Client shall issue written acceptance ("Acceptance").

### **5. Transfer of Title and Risk**

Ownership shall transfer to the Client on the date of the purchase order, and the risks of damage or loss shall transfer to the Client upon Acceptance.

### **6. Deadlines and Penalties for Delay**

The delivery deadlines agreed between the Parties shall run from the date the Client places the purchase order. These deadlines are mandatory and may not be modified without the Client's prior written consent. Unless otherwise stated in the purchase order or in the contract referring to the SGCC, the stipulated deadlines shall be understood as the date of delivery of the last Product related to the purchase order. The Client reserves the right to refuse any early delivery.

In the event of failure to meet these deadlines, the Client may apply late penalties equal to 0.5% of the total purchase order amount per calendar day of delay, capped at 10% of the purchase order value, without prejudice to any damages. Beyond this cap, the Client reserves the right to terminate the said order referring to the SGCC, automatically upon simple notification and without prejudice to its right to claim compensation for any resulting damage.

## 7. Warranty

In accordance with general law, the Supplier shall provide exclusively Products and Services that are free from any apparent and/or hidden defects and that comply with applicable regulations, industry standards and best practices, the current state of the art, normal requirements of use, reliability and lifespan, and the intended purpose of the Product or Service. Unless otherwise expressly stipulated in the purchase order and without prejudice to any more stringent legal provisions, the Supplier warrants that the Products and Services will meet the Client's requirements and that the Products will remain in good condition and proper working order for a period of twenty-four (24) months from Acceptance. The Supplier likewise warrants that it will, at the Client's option and at its own expense, repair or replace any defects, failures, or non-conformities in the Products and Services identified during this period, and shall hold the Client harmless from any resulting damage. All expenses or costs incurred in connection with the implementation of these warranties shall be borne by the Supplier.

In case of emergency, the Client shall have the right to carry out the repair or replacement of the Products itself, without prejudice to the Supplier's aforementioned obligations, in accordance with Articles 1143 and 1144 of the French Civil Code.

## 8. Product sustainability

The Supplier undertakes, for a period of five (5) years following the discontinuation of production or removal from the catalog, to supply the Client, under reasonable conditions notably regarding price and delivery time, with the parts, components, and other elements necessary for the use of the Products or Services.

## 9. Regulatory compliance

The delivered Products and the Services provided must comply with all applicable legal and regulatory requirements in the country of destination, as well as with EU and international standards, notably in matters of safety, environmental protection, and labor law. For any delivery of hazardous Products, the safety data sheet must be provided in strict compliance with applicable national regulations. All documents and certificates shall be delivered in French at the same time as the Products and Services, and their submission by the Supplier shall form part of the scope of the purchase order.

## 10. Confidentiality

All information of any kind - whether commercial or technical - disclosed between the Parties on the occasion of the purchase order or during its performance shall remain the exclusive property of the Disclosing Party. The Receiving Party shall use such information solely within the scope of the purchase order and shall return it to the other Party upon completion of the purchase order. The Receiving Party undertakes to maintain these information strictly confidential for a period of five (5) years following the date of the purchase order, to disclose it only to employees who need to know it for the performance of the purchase order and who are bound to confidentiality, and not to communicate it to any third party without obtaining the prior written consent of the Disclosing Party.

The results of studies, analyses, and inspections carried out on the Client's equipment, buildings, or facilities, regardless of their nature or form or medium (written, oral, electronic, digital, etc.), which are directly or indirectly made known to the Supplier during the preparation or execution of the SGCC or during its presence on the Site, shall be considered Confidential Information.

The Supplier undertakes to ensure that its employees comply with the confidentiality of such information. Furthermore, the Supplier agrees to obtain the Client's prior written consent before disclosing it to any third party who expressly needs to know it for the purposes of the contract, provided that such third party has, prior to receiving the confidential information, entered into a confidentiality undertaking containing terms identical to those of these SGCC. This confidentiality obligation applies to Services carried out both on-site and off-site at Client's facilities.

This obligation is provided without prejudice to compliance with provisions regarding information whose disclosure might undermine the principles of free and fair competition and non-discrimination as defined in Articles L.111-77 and seq. of the French Energy Code, known as "Commercially Sensitive Information" (« informations commercialement sensibles » (ICS)).

## 11. Communication

Unless otherwise agreed in writing and in advance by the Client, the Supplier shall refrain from disclosing, in any manner whatsoever, the existence and content of the commercial relationship between the Client and the Supplier and/or any information regarding the Client and its associated brands.

## 12. Intellectual property

The Client shall have a free and unrestricted right of use over all intellectual property rights relating to the Products and Services as follows: all intellectual

property rights in the deliverables performed for the Client under an order (including, without limitation, the right to reproduce and display on any medium whatsoever and as many times as desired, or to modify the deliverables) shall be exclusively transferred to the Client as and when they are created, automatically and without formality, for the entire legal term of protection of such rights and worldwide. The price agreed between the Parties includes this transfer of rights.

The Supplier shall indemnify and hold the Client harmless against any third-party claims arising from infringements of intellectual property rights relating to the deliverables, Products and/or Services, and shall be liable to the Client for any resulting damages, including legal assistance costs. Furthermore, the Supplier undertakes, at its own expense, to adapt the deliverables, Products and/or Services that infringe third-party rights or to replace them with similar or equivalent deliverables, Products and Services. If this is not possible, the Client may terminate the purchase order, without prejudice to any damages to which it may be entitled.

## 13. Liability and Insurance

13.1 The Supplier shall maintain full authority and control over its personnel, including when they operate on the Client's site or premises.

13.2 The Supplier shall be liable for any damage caused to a third party in connection with the performance of the purchase order, whether by the Supplier itself, its personnel, or by goods under its custody. Accordingly, the Supplier shall indemnify and hold the Client harmless against any third-party claims and actions.

The Supplier shall be liable and responsible for compensating any damage suffered by the Client where such damage arises from a breach or non-performance of contract, fault, or negligence on the part of the Supplier.

13.3 The Supplier undertakes to take out, both on its own behalf and on behalf of any subcontractors, insurance with a reputable and solvent insurance company, covering the financial consequences of civil liability that may be incurred by the Supplier or its subcontractors for bodily injury, property damage, and consequential loss, regardless of origin, caused to the Client or any third party during and after the execution of the purchase order. The Supplier shall provide proof of such insurance at the time of the purchase order and maintain it until the end of the contractual period.

Upon the Client's request, the Supplier shall provide a certificate from its insurer specifying the nature, amount, deductibles, and duration of coverage, and confirming payment of premiums. The existence of such insurance shall in no way be considered as limiting the Supplier's liabilities under the purchase order. The Supplier must notify the Client in writing of any modification, cancellation, or termination of the insurance policies.

The indication of coverage amounts in the insurance policy shall not constitute a waiver by the Client of any claim against the Supplier beyond such amounts, nor any limitation of liability. Insurance premiums shall be borne exclusively by the Supplier.

## 14. Termination

In the event of the Supplier's failure to comply with any of its obligations, which remains unremedied ten (10) days after the Client has sent a formal notice by registered letter with acknowledgment of receipt, the Client may terminate the purchase order automatically, without prejudice to any damages to which it may be entitled. Such notice shall specify the effective date of termination. The Client may then complete the purchase order itself or engage a third party to do so at the Supplier's expense, without prejudice to any damages it may claim as a result of the Supplier's non-performance of its obligations.

Likewise, the Client may, subject to applicable mandatory laws, (i) terminate the purchase order automatically in the event of the Supplier's bankruptcy, dissolution, or attachment of assets; (ii) terminate at any time, unilaterally and automatically, any order placed but not yet performed, without formality or prior court intervention.

The performance or termination of the purchase order shall not affect obligations which, by their nature, survive termination, including warranty, regulatory compliance, intellectual property, and confidentiality.

## 15. Ethics and Sustainable Development

The Supplier acknowledges having read and agreed to ENGIE's commitments regarding ethics and sustainable development as set out in the Client's reference documentation and in its Vigilance Plan (where applicable, insofar as the Supplier maintains an established commercial relationship within the meaning of the applicable law). These commitments are available on the website [www.Engie.com](http://www.Engie.com).

The Supplier represents and warrants to the Client that it complies (and has complied during the six years preceding the placement of the purchase order or the signature of the contract) with the applicable international and national laws (including any amendments during the term of the purchase order or contract) relating to:

- (i) fundamental human rights, including the prohibition of (a) child labor and any other form of forced or compulsory labor; (b) any form of discrimination within its company or towards its suppliers or subcontractors;
- (ii) embargoes, arms and drug trafficking, and terrorism;
- (iii) trade, import and export licenses, and customs;
- (iv) health and safety of personnel and third parties;
- (v) labor, immigration, and the prohibition of illegal work;

- (vi) environmental protection, including greenhouse gas emissions, energy consumption, pollution prevention and waste management, as well as efficient use of resources, biodiversity, avoidance of deforestation, and land conservation;
- (vii) economic offenses, including corruption, fraud, influence peddling (or equivalent offense under applicable national law), embezzlement, theft, misuse of corporate assets, counterfeiting, forgery and use of forgeries, and any related offense;
- (viii) anti-money laundering;
- (ix) competition law.

The Supplier shall comply and ensure compliance by its own suppliers, subcontractors, and any third party involved in the said works or services with the applicable international or national laws relating to the matters listed from (i) to (ix).

Upon receipt of a written request from the Client, the Supplier shall, at its own expense, have its performance in terms of environment, ethics, human rights, and sustainable procurement assessed by a third party designated by the Client. If such assessment is not carried out before the placement of the purchase order or the contract signature date, the Supplier undertakes to obtain it within six (6) months from that date. Failure to obtain the assessment within this timeframe shall be deemed a contractual breach entitling the Client to suspend and/or terminate the purchase order or contract under the terms and conditions set forth therein.

Regarding its own activities, the Supplier undertakes to actively cooperate and act in such a way as to enable the Client to comply with its legal obligations regarding the duty of vigilance. To this end, the Supplier shall cooperate in implementing the measures provided for in the Vigilance Plan as mentioned above (risk mapping, alert and reporting mechanisms, etc.) and shall immediately notify the Client of any serious breach or any element that may constitute a serious breach of the aforementioned standards in the context of its relationship with the Client.

The Client may request at any time proof of the Supplier's compliance with the provisions of this clause and may carry out or have carried out audits at any time, subject to prior notice and at its own expense. In the event of an audit, the Supplier undertakes to grant access rights to the Client's personnel to its premises and sites and to provide all information and/or documentation requested by the Client to enable the audit to be carried out.

Any breach by the Supplier of the provisions of this Ethics and Sustainable Development clause shall constitute a contractual breach entitling the Client to suspend and/or terminate the purchase order or contract under the terms and conditions set forth therein.

## 16. Personal Data Protection

Terms not otherwise defined in the purchase order or the contract shall have the meaning given to them under Data Protection Laws, which refer to 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 (hereinafter the 'European Regulation' or 'Regulation 2016/679'), as well as any legislation or regulation relating to the protection of Personal Data applicable to the Processing carried out under the order or the contract.

The Client shall make available to the Supplier and authorize the Supplier to process, for the purpose of performing the Services under the purchase order or the contract, any data, files, etc., of any nature and in any form, constituting Personal Data.

The Parties undertake to act in compliance with Data Protection Laws. The Client acts as Data Controller of the Personal Data, and the Supplier acts solely as Processor on behalf of the Client. Where the Supplier processes data on behalf of the Client, it undertakes, in particular, to comply with all obligations set out in Article 28 of Regulation 2016/679 and to ensure that authorized persons have access to Personal Data only to the extent necessary for the performance of their duties and that they respect the confidentiality obligations related to the purchase order or the contract.

In terms of security, the Supplier undertakes to implement and maintain, throughout the duration of the purchase order or the contract, all technical and organizational measures, including all security measures appropriate to the nature of the Personal Data processed and to the risks presented by any Processing carried out.

The Supplier undertakes not to subcontract the processing of Personal Data without the Client's express consent. The Supplier undertakes (without responding directly to Data Subjects) to promptly inform the Client of any request from a Data Subject regarding its rights over its Personal Data and to provide all necessary assistance to the Client to facilitate responses to such requests.

The transfer of the Client's Personal Data to third countries that do not provide an adequate level of protection within the meaning of the Directive and Regulation (EU) 2016/679 is subject to the Client's prior express consent. For any transfer of Personal Data to a third country authorized by the Client (affiliated entities of the Supplier or subsequent subcontractors), the Client authorizes the Supplier to implement the safeguards required by applicable Data Protection Laws.

In the event of a Personal Data breach, the Supplier shall notify the Client of such breach within forty-eight (48) hours of becoming aware of it. Furthermore, the Supplier undertakes to provide the Client, no later than forty-eight (48)

hours after the above notification, with an impact analysis of the breach. The Supplier undertakes to cooperate to enable the Client to notify the Personal Data breach to any competent supervisory authority in compliance with Data Protection Laws. The Client reserves the right, at its sole discretion, to carry out any audit it deems necessary to verify the Supplier's and its subsequent subcontractors' compliance with their obligations regarding Personal Data as defined in the purchase order or the contract.

Upon expiration of the purchase order or the contract or in the event of early termination for any reason whatsoever, and at any time upon the Client's request, the Supplier and its subsequent subcontractors shall return to the Client, within an appropriate period not exceeding one (1) month, all Personal Data they may have processed, in any form whatsoever.

## 17. Subcontracting – Assignment

The Supplier shall assume sole responsibility for the proper performance of the purchase order. The Supplier may entrust all or part of the performance of the order to third parties, subject to the Client's prior written consent. However, the Supplier shall remain fully liable for any subcontracting.

In the event of recourse to one or more subcontractors, in accordance with the provisions of Law No. 75-1334 of December 31, 1975 on subcontracting, the Supplier must obtain the Client's acceptance of each subcontractor and approval of the payment terms of each subcontracting agreement.

Subcontracting agreements must be concluded prior to the commencement of any subcontracted Services. Failing this, the Supplier shall be exposed to termination of the order by the Client. Only first-tier subcontracting is permitted.

The Supplier may not assign its rights and obligations under the order without the Client's prior written consent. In the absence of such consent, the Client may terminate the order automatically and without judicial formalities, by registered letter with acknowledgment of receipt, without any compensation being due to the Supplier.

The assignment must be evidenced in writing, failing which it shall be null and void.

The Client hereby consents in advance to the Supplier assigning its rights and obligations under the order to an affiliated company, provided that the Client is informed beforehand in writing by registered letter with acknowledgment of receipt. The assignment shall take effect with respect to the Client upon notification of the assignment agreement or acknowledgment thereof.

For the purposes of this clause, an affiliated company means any company under the control of the said company, any company controlling the said company, and any company under the control of the same company as the said company, within the meaning of Articles L.233-1 to L.233-4 of the French Commercial Code.

The Supplier hereby consents in advance to the Client assigning its rights and obligations under the order to any third party of its choice, provided that the Supplier is informed beforehand in writing by registered letter with acknowledgment of receipt. The assignment shall take effect with respect to the Client upon notification of the assignment agreement.

## 18. Economic dependence

The Supplier shall immediately inform the Client of any risk of economic dependence. This duty of disclosure is essential to enable the Parties to maintain balanced relations.

## 19. Force Majeure

A Force Majeure event occurs when an event beyond the control of the Party invoking it, which could not reasonably have been foreseen at the time of entering into the purchase order and whose effects cannot be avoided by appropriate measures, prevents said Party from performing its obligation.

The obligations of either Party affected by a Force Majeure event shall be suspended for the duration of such event. The affected Party shall notify the other Party of the Force Majeure event and its probable duration as soon as it occurs. Each Party shall use its best efforts to minimize the impact of the Force Majeure event on its obligations.

If the Force Majeure event continues for more than fifteen (15) days from its occurrence, without any possibility of remedy, either Party may terminate the order automatically and without any other formality than a notice sent by registered letter to the other Party, subject to fifteen (15) calendar days' prior notice, and without any compensation being due by either Party.

## 20. Governing Law and Dispute Resolution

The governing law shall be French law, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980).

In the event of any difficulty regarding the interpretation or performance of the purchase order or the contract, the Parties shall endeavor in good faith to seek an amicable solution prior to any legal action.

Accordingly, any dispute shall first be submitted to the representatives designated by the Parties to resolve such dispute, who shall use their best efforts to settle the matter within a maximum period of two (2) months.

Failing amicable resolution, the dispute may be brought by the most diligent Party before the competent courts of the jurisdiction where the Client's registered office is located.

## 21. General provisions

The illegality or invalidity of any provision shall not render these SGCCs null and void, and the Parties shall endeavor to replace such provision with a valid clause having an equivalent economic effect, unless the Party invoking such illegality or invalidity can prove that this stipulation was a determining factor in its decision to enter into the contract.

Failure or delay by either Party to exercise any right or remedy shall not constitute a waiver of such right or remedy, nor shall it constitute a waiver of any other rights or remedies.

Each Party is an independent legal entity, both legally and financially, acting in its own name and under its sole responsibility.

The Supplier carries out its activity without any relationship of subordination to the Client, as an independent contractor.

All personnel of the Supplier assigned, in whole or in part, to the performance of the purchase order shall remain, under all circumstances, under the Supplier's hierarchical and disciplinary authority. The Supplier declares that the personnel assigned to the services under the purchase order shall be lawfully employed by it in accordance with the provisions of the French Labor Code or any local legislation applicable to the Client and the Supplier, and undertakes, in its capacity as employer, to manage the administrative, accounting, and social aspects of its personnel.

The purchase order is drafted in French. All written or oral communications between the Parties in connection with the purchase order shall be in French. The purchase order may only be amended by an addendum signed by the Parties.

The purchase order cancels and replaces all agreements, proposals, commitments, whether written or oral, practices or precedents entered into between the Parties relating to the same subject matter and prior to the date of the purchase order.