

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

These general terms and conditions of purchase (hereinafter referred to as "GTCP") apply to any purchase of services by means of an Order. They replace any pre-existing contractual document relating to the same purpose, unless a specific contract or framework contract concluded between the Parties is in force on the Order date.

1. DEFINITION AND CONTRACTUAL DOCUMENTS

Unless otherwise defined, capitalised terms in the GTCP have the meanings given below, whether they are written in the singular or plural.

Company: means BOUYGUES CONSTRUCTION SA or any entity controlled directly or indirectly by BOUYGUES CONSTRUCTION SA, the term "control" being construed in accordance with Article L.233-3 of the French Commercial Code, placing the Order.

Order: means any purchase order, if applicable with any appendices, issued by the Company and referring to the GTCP. It specifies the purpose, price, deadlines, required quality and additional obligations. The Order prevails over its appendices.

Deliverable: means all deliverables of all kind produced by the Service Provider in connection with the Service and in performance of the Order, including documents, presentations, minutes of meetings, reports, reporting, plans, and any results of the Service in any form whatsoever.

Service Provider: means the Company's co-contractor to the Order.

Service: means the services to be performed by the Service Provider under the Order.

Party: means the Company and/or the Service Provider.

1.1. Each Party acknowledges that it has had access to information the importance of which was decisive for its consent within the meaning of the provisions of Article 1112-1 of the French Civil Code and thus acknowledges concluding the Order with full knowledge of the facts. The Service Provider represents having (i) been able, if necessary, to visit the site, (ii) verified the exact and complete nature of the information to which it has had access and (iii) integrated all the contingencies and constraints into its price.

1.2. The following contractual documents, in decreasing order of priority, express the entire contractual relationship between the Parties: (i) the Order, (ii) the special terms and conditions and their appendices, (iii) the GTCP, which the Service Provider acknowledges having read and accepted without reservation. The contract thus formed constitutes a contract by mutual agreement as per Article 1110 of the French Civil Code.

2. PLACING AND ACCEPTANCE OF THE ORDER

The Order shall be deemed to be accepted without reservation in the event of (i) express acceptance by the Service Provider, (ii) commencement of performance or (iii) subject to the acceptance of a first Order, in the absence of any dispute within seventy-two (72) hours of its receipt by the Service Provider. Any changes to the GTCP shall only be valid with the written consent of the Company. Any retention of title clause inserted by the Service Provider in its documents shall be deemed as not written and shall be unenforceable against the Company.

3. VARIOUS OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes to implement all of the means necessary for the complete performance of the Services as defined in the Order.

The Service Provider shall perform the Order (i) with all due care and attention, (ii) in accordance with the latest best practice, safety regulations required by the authorities, and (iii) where applicable, the relevant ISO standards. The Service Provider shall provide the Company with the benefit of its expertise acquired before or during the performance of the Order. The Service Provider warrants compliance with the legal provisions, contractual technical specifications and any other directives and guidelines.

The Service Provider shall provide the Company, at first request, any documents, instructions for use, models or samples, and shall carry out any necessary tests. Any assignment or subcontracting of the Order must be subject to the Company's prior written agreement. In any case, the Service Provider shall be jointly and severally liable to the Company together with its assignee or subcontractor.

The Service Provider alone defines, under its responsibility, the profile and number of its personnel members who will be responsible for the performance of the Service. The Service Provider's specific know-how and level of technical expertise must enable it to determine its own chances of profit and risk of loss. This autonomy, which the Service Provider must demonstrate, is an essential condition of the Order.

The Service Provider warrants to the Company that the members of its team have skills, experience and qualities of probity and trustworthiness required for the proper performance of the Service. In this respect, the Service Provider shall transmit to the Company any certificate of professional qualification necessary for the performance of the obligations under the Order. The personnel assigned to the performance of the Service shall remain under the hierarchical and disciplinary authority of the Service Provider, who shall be solely responsible for its supervision and control, even if the Service Provider's personnel are integrated into a team of the Company. The Service Provider, in its capacity as an employer, is also responsible for the administrative, accounting and social management of its personnel. It determines the working conditions and working hours of the personnel assigned to perform the Service. The Company may not under any circumstances take part in the decision-making process.

Any disciplinary observations or complaints concerning the work performed shall under no circumstances be addressed directly by the Company to the personnel of the Service Provider, but to the signatory hereto.

4. STUDIES AND PROJECTS

All studies, plans, drawings and documents submitted by the Company for the performance of the Order shall remain its property. They may not be communicated to third parties, nor be used directly or indirectly for the performance of services or other projects, without its express authorisation.

5. QUALITY

The Service must be delivered in accordance with the specifications and standards in force. The Company may, subject to formal notice having remained unanswered at the end of a period of eight (8) calendar days, remedy or have remedied any default by the Service Provider at the latter's expense and risk, without prejudice to the exercise of any other right available to the Company.

Acceptance of the Services does not relieve the Service Provider of its liability for any latent or apparent defects, the Service Provider remaining liable during the warranty period applicable to the Order, i.e. at least one (1) year.

6. DEADLINES - ACCEPTANCE OF SERVICES - PENALTIES

6.1 Deadlines

The periods stipulated in the Order shall begin to run from the date of acceptance of the Order. They are imperative and essential part of the Order.

The Service Provider remains solely responsible for obtaining the necessary authorisations.

6.2 Acceptance of Services

At the completion of the Services, the Service Provider shall proceed to the operations of acceptance of the Services in the presence of the Company. The Company shall notify the Service Provider in writing of its decision to accept the Services, with or without reservation, or to refuse them in the event of (i) serious non-conformities or malfunction preventing normal use of the goods or works or (ii) results which are not normally usable or (iii) minor defects resulting, together, in a similar result. The acceptance operations shall be recorded in minutes drawn up and signed by the Company. Where acceptance is subject to reservations, the Service Provider shall, unless otherwise agreed, perform the services necessary to lift the reservations within eight (8) calendar days from the date of signature of the minutes.

6.3 Penalties

Unless otherwise specified in the Order, in the event of a delay in the performance of the Services in relation to the deadlines specified in the Order, the Service Provider may be subject to penalties for late performance by operation of law without formal notice from the Company. These penalties for delay are fixed at one percent (1%) of the amount of the Service net of tax per calendar day of delay and are not discharging.

7. SERVICES WARRANTY

The Services benefit from all legal warranties, where applicable those under Articles 1792 *et seq.* of the French Civil Code. The Services are also subject to a contractual warranty of two (2) year from the date of the minutes of acceptance. In application of this contractual warranty, the Service Provider shall repair any loss suffered by the Company as a result of the non-conformity or lack of performance of the Service, to indemnify the Company against all costs and compensation in this respect and/or to repair or replace at its expense that part of the Service that is found to be defective or non-conforming. This warranty also covers the consequential costs of personnel travel, packaging, wrapping and transport of materials required for repair or replacement. The period of time available to the Service Provider to carry out a tune-up or repair is set by the Company in the warranty claim letter, failing which it is eight (8) calendar days. If the Service Provider has not carried out the repairs by the end of the warranty period the warranty period shall be extended until the repairs or compensation for damages have been completed.

8. PRICE

The prices are those specified in the Order. They are mentioned in Euros and net of tax.

The prices given by the Service Provider take into account the standards in force and those foreseeable in the future at the time of delivery or performance of its proposal. The prices are global and lump-sum and include all the necessary constraints for the proper and complete performance of the Services and possibly the simultaneous performance of other services, the presence of other service providers or companies, the operation or presence of existing assets, the obtaining of authorisations or permits. The prices will not be revised in any way, in particular due to changes in the exchange rate between currencies.

9. INVOICING CONDITIONS

9.1 The invoice shall be issued without delay after acceptance of the Services without reservation. In addition to the information specified in the Order, the invoice must include the mandatory legal information regarding tax and commercial matters, in particular the **Order number** and **the Company's full invoicing address** in the following format:

Company name	Company code
Address	
PO Box	
Post Code City	

Each invoice in PDF format shall be lodged within twenty-four (24) hours on the Company's Internet portal accessible at the following address: <https://portail-depot-factures.bouygues-construction.com/>

For any need for mass transmission of invoices, the Service Provider may contact the Company at the following e-mail address: demat_factures@bouygues-construction.com.

9.2. The Services spread out over the calendar month for a single Order are grouped together in a monthly invoice. Each invoice must be for a single Order only. Multi-order invoices are prohibited.

9.3. The above provisions are part of an obligation as to the results achieved which the Service Provider undertakes. The Company reserves the right to refuse and return any invoicing that is irregular in substance and/or form in order to bring it into conformity. The term for payment does not begin to run until the amended invoice has been issued.

The Company may decide to accept the non-compliant invoice and in this case apply a penalty for non-compliant invoice processing costs in the amount of forty (40) Euros (€) net of tax.

10. TERMS OF PAYMENT

10.1 Deposit

No deposit is paid with the Order unless otherwise stipulated in the Order or in the special terms and conditions.

10.2 Settlement

Invoices shall be paid by promissory notes issued by the Company on the last day of the month following the expiry of forty-five (45) days from the date of issuance of the invoice, except for periodic invoices which shall be paid within forty-five (45) days from the date of issuance of the invoice. Invoices received prior to the acceptance of the Services will not be accepted. No payment shall be made without acceptance of the Order made in accordance with article 2 of the GTCP. The Company may set off any sum it considers due by the Service Provider, in respect of any Orders, against any sum due by the Company to the Service Provider. In the event of late payment due to act or omission the Company, the Company shall be liable for late payment interest at a rate of three (3) times the statutory interest rate applicable in France and in force on the due date, to which shall be automatically added, a lump-sum indemnity for collection costs, the amount of which is set by Article D.441-5 of the French Commercial Code.

11. NON-PERFORMANCE OF THE ORDER - TERMINATION

In the event of total or partial non-performance or improper performance of the Order, the Company may refuse to perform or suspend the performance of its own obligations, pursue the specific enforcement, request a price reduction, terminate the Order and/or request compensation for the consequences of non-performance.

Penalties which are not incompatible may be cumulative; damages can always be added.

The additional charges related in particular to prices or delays resulting from the involvement of a new service provider will be borne by the defaulting Service Provider.

The termination shall take place automatically and upon simple notice (i) without delay upon observation of non-compliance with the obligations set out in articles 15, 16 or 17 of the GTCP or (ii) subject to formal notice that has remained unanswered at the end of a period of eight (8) calendar days in other cases.

12. LIABILITY - INSURANCE

Each Party must hold a "Professional Civil Liability" policy. The Service Provider represents that it is additionally insured for all risks resulting from the performance of the Order. It must prove this at the first request of the Company. The Service Provider shall be liable toward to the Company and third parties for damages of any kind, direct and/or indirect, bodily, material and/or immaterial, whether or not consequential, related to the non-performance or improper performance of any of its obligations. The Service Provider shall be liable for any financial consequences borne by the Company as a result of the Service Provider's failure to comply with its obligations, whether such failures are attributable to the Service Provider or to its agents or employees, subcontractors, suppliers and/or service providers.

13. INTELLECTUAL PROPERTY - CONFIDENTIALITY

The Service Provider warrants the confidentiality of all information, whatever its nature, written or oral, of which it becomes aware in the context of the Order and refrains from communicating it to persons other than those who are entitled to know it under the Order. This obligation shall remain in force until the expiry of a period of two (2) years from the end of the Order.

The Company may be required to provide the Service Provider with tools such as, but not limited to, studies, plans, drawings and documents, software and hardware/equipment (hereinafter referred to as the "Tools"), in the context of the performance of the Order. These Tools remain in all circumstances the exclusive property of the Company. Consequently, these Tools may not be modified, adapted, copied or moved, in particular, outside the Company's premises, without the prior written consent of the Company.

The tools used by the Service Provider for the performance of the Order and not provided by the Company shall remain the exclusive property of the Service Provider. The Service Provider also undertakes to hold all the necessary authorisations and, in particular, to hold valid and current licences allowing it to lawfully use the tools, whether or not these tools are its own property, and which it uses in the context of the performance of the Order.

As and when they are produced, the Deliverables provided to the Company and the results resulting from the performance of the Service are the property of the Company, which therefore holds all intellectual property rights of exploitation and in especially the rights of use, reproduce, represent, digitalise, adapt, translate, modify, transform, edit, publish, distribute, market and incorporate in relation to the results of the Service, in their version which they exist on the date of termination of the Order, in any current or future form and in any current or future medium or process, for the duration of the validity of such rights, for the entire world, and for direct or indirect exploitation, without limitation in terms of scope or intended use. Payment of the price for the Service includes assignment to the Company of the Deliverables and the aforementioned intellectual and industrial property rights.

The Service Provider fully indemnifies the Company against all complaints, proceedings, claims for damages, charges or other consequences that may be incurred or likely to be incurred as a result of the use, during the performance of the Order, of any intellectual and/or industrial property rights in particular for any patents, patented processes, registered trademarks or models, software or computer software packages, trade names, standards and private rights.

14. CORPORATE SOCIAL RESPONSIBILITY CHARTER FOR SERVICE PROVIDERS AND SUBCONTRACTORS

The Service Provider undertakes to read and fully comply with the "Corporate Social Responsibility Providers and Subcontractors Charter", available at the following link <https://www.bouygues.com/en/sustainable-development/our-initiatives/relations-with-stakeholders/>.

15. ETHICS AND COMPLIANCE

The Service Provider undertakes to read and comply with the principles of the Company group's Code of Ethics, available at the following link: <https://www.bouygues.com/en/sustainable-development/our-initiatives/relations-with-stakeholders/>.

The Service Provider represents and warrants to the Company that:

- (i) neither it nor any of its directors, officers or employees has engaged or will engage at any time in any practice or conduct that would constitute an offence under applicable laws and regulations concerning anti-corruption and influence peddling, anti-money laundering and competition;
- (ii) it has not solicited, accepted, offered, paid or conferred, promised to pay or confer, directly or indirectly, and undertakes not to solicit, accept, offer, pay or confer, promise to pay or confer, directly or indirectly, any undue advantage from or to a third party;
- (iii) it will use its best efforts to ensure that the persons associated with it in the context of the Order (in particular its subcontractors, suppliers and service providers) subscribe in writing to guarantees equivalent to those stipulated in this clause.

16. REGULATORY COMPLIANCE

The Service Provider represents that it complies with the fiscal and social security legislation in force and that it is up to date with the contributions and/or declarations imposed by the legislation.

The Service Provider is required to comply with the labour regulations and conventions in force at the place of performance of the Order. The Service Provider is responsible for the safety of its own personnel and enforces health and safety rules.

16.1 Health, safety and the environment

The Service Provider undertakes to perform the Services accordance with the legislation, decrees, regulations and standards relating to health, safety and the environment in force at the time of acceptance of the Order. Any damage, whether or not resulting from a Service that complies with regulations, related to health, safety and the environment, shall be the responsibility of the Service Provider, which shall assume all material and immaterial consequences, whether or not consecutive, including the replacement of the Services.

The Services may only be performed after written acceptance by the Company of the prevention plan (PP) or, if applicable, the special health and safety protection plan (SHSPP), drawn up by the Service Provider in accordance with the provisions of book V of the French Labour Code. When the Services are carried out on site, the Service Provider's agents and employees are required to comply with the safety rules applied on the site, in particular the individual and collective prevention and protection measures provided for in the plans (PPSPS or PP).

Failure to comply with safety rules may lead to the exclusion of the Service Provider's employee, without compensation for this latter or the Service Provider.

16.2 Combating illegal work

As an actor in the building and public works sector, the Company Group is sensitive to the problems linked to illegal work and has equipped itself with tools to prevent and combat it.

In accordance with the French Labour Code, the Service Provider established in France or abroad undertakes to submit to the Company, upon acceptance of the Order and prior to its performance and every six (6) months during its performance, all the documents provided for by Articles L.8222-1 *et seq.*, L.8254-1 *et seq.*, D.8222-5 *et seq.*, D.8254-2 *et seq.*, L.1261-1 *et seq.*, R.126-1 *et seq.* of the French Labour Code.

The **French Service Provider** shall hand over to the Company on the day the Order is signed:

- an extract of the registration in the Trade and Companies Register (*K* or *K-bis* extract dated less than three (3) months or an identification card proving that the Service Provider is registered in the Trade Register;
- a certificate of provision of social declarations and payment of social security contributions and dues, issued by the social security body responsible for the collection of contributions, which is less than six (6) months old, the authenticity of which shall be verified by the Company;
- the up-to-date list of foreign personnel subject to work authorisation;
- where appropriate, the sworn statement relating to bans on tendering;

When the personnel of the **French Service Provider** enters the Company's sites, it also gives it:

- the up-to-date list of the personnel assigned to the Company's sites;
- a copy of the document certifying the identity and nationality, where appropriate a residence permit or a work permit for each employee;
- a receipt for the DPAE (Declaration Prior to Recruitment) or a DUE (Single Declaration of Recruitment) or a RUP (Single Register of Personnel) for each employee;
- a copy of the contract for the provision of the Service Provider's temporary personnel;
- if applicable, the certificate of group accommodation.

The **foreign Service Provider** shall hand over to the Company on the day the Order is signed:

- a document mentioning the European VAT number;
- a document equivalent to an *K* or *K-bis* extract of the Trade and Companies Register;
- a certificate of provision of social declarations and payment of social security contributions and dues, issued by the social protection body responsible for the collection of contributions, dated less than six (6) months;
- the list of foreign personnel subject to work authorisation;
- where appropriate, the sworn statement relating to bans on tendering.

When the **foreign Service Provider** seconded personnel to the Company, it shall also hand over to the Company:

- the list of personnel assigned to the Company's sites;
- a copy of the prior declaration of secondment of each of its employees sent to the labour inspectorate;
- the original of the receipt proving that the prior declaration of secondment has been sent;
- a sworn statement on the secondment of personnel;
- a copy of the document certifying the identity and nationality, where appropriate a residence permit or a work permit for each employee;
- a copy of the A1 secondment certificate attesting to the regularity of the social situation of each employee with regard to Regulation EC 883/2004 of 29 April 2004 duly completed and signed by the social security contributions collection body of the country of origin, or a similar document issued in application of an international social security convention for countries outside the European Economic Area and Switzerland;
- copy of a medical fitness sheet for each employee dating from less than three (3) years ago for each of the seconded employees;
- if applicable, the certificate of group accommodation.

The Service Provider will comply with, and ensure that its personnel comply with, the formalities for access to the site set up by the Company.

When the Service Provider is established abroad and seconded personnel to France, the Service Provider undertakes to comply with the regulations concerning seconded personnel, in particular the respect of the social minimums of the applicable collective agreement or regulations. The Service Provider is prohibited from and certifies that it does not employ personnel with a view to their secondment.

The documents must be provided in French or, if they are written in a foreign language, be translated into French by a sworn translator in France. In the event of the absence of any one of these documents at the deadlines defined above, the Company will prohibit the Service Provider's personnel from accessing the site and the Order may be terminated automatically without the Service Provider being able to claim any compensation whatsoever, and notwithstanding the Company's right to claim damages.

At the request of the Company, the Service Provider will communicate the salary slips of its employees and their translation in order to verify that the latter has respected its obligations. It will also allow the Company to visit personnel quarters.

The Service Provider undertakes to ensure that the obligations provided for in this clause are respected by any person associated with it in the performance of the Order (in particular its subcontractors, suppliers and service providers).

16.3 Compliance with legislation on personal data

Each Party must at all times comply with the laws or regulations relating to the protection of personal data, specifically the law of 6 January 1978 relating to data protection, and Regulation 2016/679 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. The Parties also undertake to process any personal data they may collect in the framework of the performance of the Order diligently and confidentially.

In the event that any French or foreign court decision or any French or foreign legislative or regulatory change would impact the performance of the Order, more specifically the provisions, rights and/or obligations to be borne or benefited by the Parties and/or users with regard to the data, the Parties undertake to take the necessary steps to sign an addendum as soon as possible to ensure the continued compliance of the use of the data with the applicable law.

16.4 Compliance with export control regulations

The Service Provider undertakes (i) to comply with the export control regulations relating to the Order and (ii) to inform the Company (a) prior to the entry into force of the Order, of any export or re-export restriction affecting the Services, in particular concerning goods with contents originating from the United States or dual-use goods and (b) during the performance of the Order, of any change in the restriction or the coming into force of a restriction affecting the Services.

The Service Provider represents and warrants that the Services, including its components, are not subject to any restrictions, if any, other than those communicated to the Company in accordance with the foregoing.

In the event that the export and/or re-export of the components of the Services is subject to the obtaining of a licence, authorisation or approval by a public authority, the entry into force of the Order shall be subject to the actual issuance of such licence, authorisation or approval. If necessary, the Service Provider undertakes to communicate it to the Company as soon as it is received. The Service Provider shall specify, where applicable, any reservations and conditions that may have an impact on the Company's obligations in this respect.

The Service Provider shall inform the Company without delay of the withdrawal, cancellation or non-renewal of any licence, authorisation or approval relating to the Services and the components thereof. The Company may, in this case, terminate the Order automatically by simple written notification.

The Service Provider indemnifies and holds the Company and any third party harmless from any liability and damages resulting from the Service Provider's failure to comply with any of the obligations and declarations described in this article.

16.5 Tax legislation

The Service Provider represents that it is in full compliance with tax legislation. It certifies that its situation is in compliance with the tax authorities, that it makes the obligatory declarations and pays the corresponding sums (taxes, fees, contributions). It undertakes to communicate to the Company on first request any supporting documents. It indemnifies the Company against any recourse in this respect. The Service Provider is liable to the Company for the compliance of its subcontractors with these tax principles.

17. HARDSHIP

The Parties waive the benefit of the provisions of Article 1195 of the French Civil Code for the application of the Order. Consequently, they agree that they cannot make any request, nor take any legal, administrative or arbitral proceedings having the object or effect of requesting the application of the provisions of Article 1195 of the Civil Code.

18. ECONOMIC DEPENDENCE

The Service Provider is required to inform the Company immediately of any risk of economic dependency. This reporting obligation is essential to enable the Parties to maintain a balanced relationship.

19. DISPUTES

Any dispute relating to the Order, for which no amicable solution has been found within thirty (30) calendar days after being brought to the knowledge of the other Party, shall be submitted to the competent court of the registered office of the Company, except in the event of an action by the Company against the Service Provider in connection with a principal legal proceeding. The Order is governed by French law. The conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods are not applicable.

20. MISCELLANEOUS PROVISIONS

The invalidity of a clause does not entail the invalidity of the GTCP and the Parties shall manage to replace it by a valid clause with equivalent economic effect.

The non-exercise or delay in exercising a right or remedy by either Party shall not constitute a waiver of the right or remedy in question, nor shall it constitute a waiver of any other rights or remedies.

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