

These general terms and conditions of purchase (hereinafter referred to as "GTCP") apply to any purchase of goods and, where applicable, associated 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.

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

Supply: means the goods and Services, purchased by the Company through the Order.

Party: means the Company and/or the Supplier.

Service: means the services related to the goods, described in the Order, to be performed by the Supplier.

1.1. Each Party acknowledges that it has had access to information, the importance of which was decisive for its consent as per Article 1112-1 of the French Civil code and thus acknowledges concluding the Order with full knowledge and understanding of what it agrees to. The Supplier 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 risks, 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 Supplier 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 Supplier, (ii) commencement of performance, or (iii) subject to the acceptance of a first Order, in the absence of any objection within seventy-two (72) hours of its receipt by the Supplier. Any changes to the GTCP shall only be valid with the written consent of the Company. Any retention of title inserted by the Supplier in its documents shall be deemed as not written and shall be unenforceable against the Company.

3. VARIOUS OBLIGATIONS OF THE SUPPLIER

The Supplier shall be liable for everything that is, or would be, necessary, directly or indirectly, for the complete execution of the Order. Consequently, no omission, inaccuracy or error contained in the Order may be invoked as justification for non-compliance with the obligation of result as set out in the Order.

The Supplier 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 Supplier shall provide the Company with the benefit of its expertise acquired before or during the performance of the Order.

The Supplier warrants compliance with the legal provisions, contractual technical specifications and any other directives and guidelines.

The Supplier 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 Supplier shall be jointly and severally liable to the Company together with its assignee or subcontractor.

4. QUALITY

The Supply must be delivered in accordance with the specifications and standards applicable in the country for which it is intended, especially in terms of safety, environment and labour law. The safety data sheet must be provided in accordance with national regulations for any delivery of hazardous Supplies. All documents and certificates, including the declaration of exchange of goods for intra-EU trade and other customs documents for international sales, shall be delivered together with the Supply and form an integral part of the Order.

The Company may, subject to formal notice having remained unanswered within eight (8) calendar days, remedy or have any default by the Supplier remedied at the latter's expense and risk, without prejudice to the exercise of any other right available to the Company. Acceptance of the Supplies or the commissioning does not relieve the Supplier of its liability for any latent or apparent defects, the Supplier remaining liable during the warranty period applicable to the Order, i.e. at least one (1) year.

5. DELIVERY - COMMISSIONING - PENALTIES

5.1. Delivery

Delivery and, if applicable commissioning, shall take place at the place stated by the Company, at the Supplier's expense and risk.

Delivery means the handing over of the Supplies ordered, in quality and quantity, accompanied by a delivery order given to the recipient, containing the same information as the invoice, except for prices. The delivery order must be signed by a duly authorised representative of the Company.

The Order shall only be considered to have been fully performed when all the Supplies and Services performed have been delivered and when all the documents outlined in the Order and/or all documents and certificates required for use and maintenance in accordance with regulations in force have been accepted and recognised as compliant by the Company.

Goods taken from the Supplier's warehouses may only be removed by the Company if the Order specifies the name of the person authorised to remove such goods. The Supplier shall verify the identity of this person and specify the number of the identity document presented to it. The Company shall not be liable in the event of failure to comply with this rule and fraudulent use of the Order.

The transfer of custody and ownership shall take place on delivery or commissioning, if any.

Acceptance of the Supplies shall become effective on signature of the delivery order, or, failing this, upon expiry of the period provided in the Order (or, if the Order does not specify the period, ten (10) calendar days from actual delivery) unless the Company notifies a reasoned refusal of all or part of the Supplies.

5.2 Commissioning

If the Order includes the assembly and/or commissioning of the Supply, the Supplier shall carry out all operations necessary for the start-up of this Supply and the definitive start of its operation. When these operations require the long-term presence of the Supplier's employees, the procedures for their intervention shall be specified in the Order.

5.3 Acceptance of Services

The acceptance of the Services shall be organised by the Supplier in the presence of the Company. The Company shall notify the Supplier 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 Supplier 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.

5.4 Penalties

The applicable deadlines are those indicated in the Order. These deadlines are imperative. No early delivery will be allowed without the Company's express prior approval. In the event of delay (including as a result of the delivery of non-compliant Supplies), the Company may automatically claim from the Supplier, without prior formal notice, a penalty equal to one percent (1%) of the amount of the Order net of tax per calendar day of delay. The penalties are in full discharge in relation to the Company's own additional costs resulting from the Supplier's delay (site immobilization and guard costs, additional staff costs), excluding any other prejudice (including penalties or compensation claimed by third parties, of which the project owner or other participants in the site) which may also be claimed from the Supplier by the Company. The application of this penalty clause shall not affect the Supplier's obligation to continue to perform its contractual obligations and the Company's right to terminate the Order.

In the event of delay, the Company may notify, within three (3) business days from the effective date of delivery, its refusal to accept the Supplies and return them to the Supplier at the latter's expense and risk.

Care of the refused or returned Supplies shall be the Supplier's responsibility from the time the Supplier receives the notification of refusal or return.

6. SUPPLIES WARRANTY

The Supplier shall be liable for any lack of conformity existing at the time of delivery of the Supply. It is required to warrant the Supplies against latent defects or deficiencies in accordance with Articles 1641 *et seq.* of the French Civil Code.

The Supplies are also subject to a contractual warranty of one (1) year from the acceptance of delivery, unless a more favourable period is granted by the Supplier, without prejudice to the application, where applicable, of the provisions of Articles 1792 *et seq.* of the French Civil Code. In application of this contractual warranty, the Supplier shall repair or replace any defective item free of charge and shall bear the costs for workforce, dismantling, reassembly, transport to site, travel and accommodation.

The warranty period is extended by any period of immobilisation of the Supplies from the Company's request for intervention until the Supplies in question are put back into service. In the event of repair or replacement, during the warranty period, involving an essential component, the guarantee is extended to the entire equipment.

Any repaired or replaced item will be newly warranted for a minimum period of one (1) year. The Supplier undertakes to be able to supply spare parts and other necessary items during the lifetime of the Supplies.

Any item for which replacement is requested under the contractual warranty shall be retained and made available to the Supplier for a period of two (2) months from the request for replacement. The return of defective items shall be at the Supplier's expense.

The Company may, subject to formal notice having remained unimplemented at the end of a period of three (3) business days, remedy or have any default by the Supplier in respect of these warranties remedied at the latter's expense and risk, without prejudice to the exercise of any other right available to the Company.

7. PRICE

The prices specified in the Order are (1) fixed, firm and non-revisable; (2) include any discounts deducted; (3) inclusive of taxes and duties (which will be indicated on the order); (4) inclusive of packaging, insurance and custom charges; and (5) delivery is free. The currency specified in the account shown in the Order is also the currency of payment.

8. INVOICING CONDITIONS

8.1 The invoice shall be issued without delay after acceptance of the delivery of the Supplies 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 Supplier may contact the Company at the following e-mail address: demat_factures@bouygues-construction.com.

8.2. The deliveries 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.

8.3. The above provisions are part of an obligation as to the results achieved which the Supplier undertakes. The Company reserves the right to refuse and return any invoicing that is irregular in content 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 is entitled to apply a penalty for non-compliant invoice processing costs in the lump sum amount of forty (40) Euros (€) net of tax.

9. TERMS OF PAYMENT

9.1 Deposit

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

9.2 Settlement

Invoices shall be paid 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 a period of forty-five (45) days from the date of issuance of the invoice, either (i) by promissory note issued by the Company, or at the option of the Supplier, (ii) by bank transfer via the payment platform of the BOUYGUES CONSTRUCTION group's SCF programme, the terms of which can be found at the following address: <https://bycn.scf-onboarding.societegenerale.com/>. Invoices received prior to the delivery of the Supplies 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 Supplier, in respect of any Orders, against any sum due by the Company to the Supplier. In the event of late payment due to act or omission of 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 a lump-sum indemnity for collection costs shall be automatically added, the amount of which is set by Article D.441-5 of the French Commercial Code.

10. 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 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 deadlines resulting from the involvement of a new supplier will be borne by the defaulting Supplier.

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 13, 14 and 15 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.

11. LIABILITY - INSURANCE

Each Party must hold a "Professional Civil Liability" policy. The Supplier represents that it is also insured for all risks resulting from the performance of the Order. It must prove this at the first request of the Company. The Supplier shall be liable 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 Supplier shall be liable for any financial consequences borne by the Company as a result of the Supplier's failure to comply with its obligations, whether such failures are attributable to the Supplier or to its agents or employees, subcontractors, suppliers and/or service providers.

12. INTELLECTUAL PROPERTY - CONFIDENTIALITY

The Supplier 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 completion of the Order. 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 the Company's express authorisation.

The Supplier 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, on the occasion of performance of the Order, of patents, patented processes, registered trademarks or models, software or computer software packages, trade names, standards and private rights.

13. CORPORATE SOCIAL RESPONSIBILITY CHARTER FOR SUPPLIERS AND SUBCONTRACTORS

The Supplier undertakes to read and fully comply with the Company group's "Corporate Social Responsibility Charter for Supplier and Subcontractors", available at the following link: <https://www.bouygues.com/en/for-suppliers-and-subcontractors/>.

14. ETHICS AND COMPLIANCE

The Supplier declares and represents to the Company:

- (i) That it is aware of (i) the ethics and compliance principles adopted by the Bouygues Group, as expressed in the Code of Ethics available on the following webpage : <https://www.bouygues-construction.com/en/page-engagement/ethics>, and (ii) the Bouygues Group CSR Charter for Suppliers and Subcontractors available on the following webpage: https://www.bouygues.com/en/documents/?publication_year=2022 (together the "Ethics and CSR Principles"), that it adheres to these Principles and implements them in the frame of the present Order.
- (ii) That in relation to the present Order, neither itself, nor (to the best of its best knowledge) any of its directors, officers or employees has engaged or will at any time engage in any fraudulent, corrupt, collusive or coercive practice or conduct that would constitute a practice, or a breach of the Ethics and CSR Principles or of any applicable anti-corruption, insider influence, economic sanctions and embargoes, anti money laundering and competition laws and regulations.
- (iii) That neither itself nor (to the best of its best knowledge) none of its shareholders, directors or officers are subject to any ban, exclusion or asset freeze measure adopted by national authorities (such as the French General Directorate of the Treasury, the Office of Foreign Assets Control of the US Treasury Department, the British Treasury, the US State Department, the British Foreign and Commonwealth Office) or international organizations (especially the United Nations, the World Bank, the European Union or Interpol). It undertakes to inform immediately the Company in the case that such a measure is taken against itself or one of its shareholders, directors or officers.
- (iv) That it will give access to its records and will cooperate with the Company in the frame of any investigation pertaining to the present Order in relation to the application or breach of any of the Ethics and CSR Principles and/or any of the laws and regulations referred to in this paragraph. The Supplier will keep at the Company's disposal the names of third parties engaged by the the Supplier in relation to the present Order for commercial intermediation services, together with the scope, terms and conditions of performance of such services and payments made to such third parties.

- (v) That it will do its best efforts so that the persons with whom it contracts in relation to the present Order (including subcontractors, providers, suppliers and consultants) subscribe in writing to undertakings equivalent to those set out in this article and comply with these undertakings.

15. REGULATORY COMPLIANCE

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

15.1 Health, safety and the environment

The Supplier undertakes to deliver the Supplies in accordance with the legislation, decrees, regulations and standards relating to health, safety and the environment in force at the time of delivery. Any damage, whether or not resulting from a Supply that complies with regulations, related to health, safety and the environment, shall be the responsibility of the Supplier, which shall assume all material and immaterial consequences, whether or not consecutive, including the replacement of the Services. In the event of delivery of the Supplies on site, the Supplier's employees and agents are required to comply with the safety rules applied on the site and in particular the wearing of personal protective equipment, the respect of speed limits and manoeuvring areas. Failure to comply with safety rules may lead to the exclusion of the Supplier's employee, without compensation for this latter or the Supplier.

15.2 Combating illegal work

As an actor in the building and public works sector, the BOUYGUES CONSTRUCTION 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 Supplier established in France or abroad undertakes to provide 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.* of the French Labour Code.

The French Supplier 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 Supplier 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.

The foreign Supplier shall hand over to the Company on the day the Order is signed:

- a document mentioning the European VAT number;
- a document equivalent to a *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.

When the Supplier's personnel, whether French or foreign, enter the Company's sites, they shall provide it with a copy of the document certifying their identity and nationality, where applicable a residence permit or work permit for each employee.

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

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 Supplier's personnel from accessing the site and the Order may be terminated automatically without the Supplier being able to claim any compensation whatsoever, and notwithstanding the Company's right to claim damages.

15.3 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.

The Supplier is considered as the sole data controller for the data collected in the context of the performance of the Order and remains liable for the obligations relating to the data processing that it implements in accordance with the applicable laws and regulations.

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.

15.4 Compliance with export control regulations

The Supplier 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 Supplies, 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 Supplies.

The Supplier represents and warrants that the Supplies, 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 Supplies 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 Supplier undertakes to communicate it to the Company as soon as it is received. The Supplier shall specify, where applicable, any reservations and conditions that may have an impact on the Company's obligations in this respect.

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

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

15.5 Tax legislation

The Supplier 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 Supplier is liable to the Company for the compliance of its subcontractors with these tax principles.

16. 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.

17. ECONOMIC DEPENDENCE

The Supplier 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.

18. 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 Supplier 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.

19. 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.