GENERAL TERMS AND CONDITIONS OF TRANSPORT ORGANIZATION AND CUSTOMS

1. DEFINITIONS

Local Agent: means the entity chosen by the Principal to carry out import operations on its behalf in the country of a given project.
Order: means the request for the Service made by the Principal to the Service Provider. The Order includes the deadlines, prices and conditions defined between the Parties.
Consignee: means any person, designated by the Principal, who receives the Goods upon Delivery.
Principal: means the company BOUYGUES CONSTRUCTION SA or any entity controlled directly or indirectly by BOUYGUES CONSTRUCTION SA, the notion of control being understood within the meaning of article L. 233-1 et seq. of the French Commercial Code.
Shipper: means the Principal, its supplier, or any other person appointed as such by the Principal who physically ships the Goods.
Shipment: means the quantity of Goods, including packaging and load carriers, actually placed at the disposal of the Service Provider or its Substitute at the same time and whose movement is requested by the Principal for the same Consignee, from a single loading place to a single unloading place and included in the same transport document.
Transport Line: means a route with agreed departure and arrival points per type of loading unit (Savoyard trailers / Tautliner / Tank trailers / Flatbed trailers / 20' DRY and OPEN TOP and 40', DRY, OPEN TOP and HIGH CUBE containers among others) for all modes of transport (road, air, multimodal, sea, rail, RO-RO among others).
Delivery: means the physical handing over of the Goods by the Service Provider or its Substitute to the Consignee or one of its representatives.
Goods: means all materials, vehicles, materials, equipment, and other movable property which are the subject of the transport, as specifically defined in the Principal's Order.
Handover: means the physical delivery of the Goods by the Shipper to the Service Provider or its Substitute.
Party: means both the Principal and the Service Provider.
Service Provider: means the Principal's co-contractor which has:
- the status of freight forwarder when it freely organizes or has executed under its responsibility and in its own name, in accordance with the provisions of article L. 132-1 of the French Commercial Code, the transport and all operations necessary for the movement of the Goods from one place to another according to any modes and means of its choice on behalf of the Principal.
- the status of registered customs representative when it carries out in its name and on behalf of the Principal all customs formalities relating to the physical movement of the Goods in accordance with the provisions of Article 18 of the European Union Customs Code if it is established within the European Union or in accordance with the provisions of the aforementioned Article 18 and the French 13 April 2016 Decree on customs representation and the registration of customs representatives, if the Service Provider is established in France

Service: means any operation relating to the organization of maritime, air, rail, land or multimodal transport carried out by the Service Provider for the benefit of the Principal, as well as all ancillary services to be carried out by the Service Provider or its Substitutes in order to carry out the transport of the Goods, such as, for example, reception, storage, management, conformity control, stock conservation or the completion of customs formalities, without this list being exhaustive, in accordance with the terms of the Order.
Substitute: means any operator acting within the framework of the mission entrusted by the Principal to the Service Provider and chosen personally by the Service Provider, for whom the Service Provider is responsible, whether it is a substituted freight forwarder, carrier, forwarding agent, warehouse keeper, handler, registered customs representative or other.

Words expressing the singular should also be understood in the plural and vice versa when the context so requires.

2. PURPOSE AND SCOPE

2.1 These General Terms and Conditions for the Organization of Transport and Customs (hereinafter referred to as "GTC") shall apply to any purchase of Services made by the Principal from the Service Provider by means of an Order.

2.2 The GTC define the conditions under which the Principal entrusts the Service Provider, who accepts, as a professional, with the organization of the Services in respect of any commitment or operation whatsoever relating to the physical movement of Goods and/or the management of the flow of Goods of all kinds, whether packaged or not, from all sources, for all destinations, both domestically and internationally, including their possible storage and the completion of the inherent customs formalities, for a freely agreed price ensuring fair remuneration for the services provided.

2.3 Any Order accepted without reservation by the Service Provider shall, unless otherwise agreed between the Parties, constitute express acceptance or commencement of performance by the Service Provider of the terms and conditions set forth below which shall exclusively govern the relationship between the Principal and the Service Provider together with the Order. No special terms and conditions or general terms and conditions of the Service Provider shall, unless expressly accepted by the Principal, take precedence over the terms of the GTC.

2.4 Each Party acknowledges that it has had access to information whose importance was decisive for its consent within the meaning of article 1112-1 of the French Civil Code and thus acknowledges that it has entered into the Order with full knowledge of the facts. The Service Provider declares that it has been able to verify the accuracy and completeness of the information to which it has had access and to include all contingencies and problems in its price.

2.5 In the event of any inconsistency between the provisions of the GTC and the Order, the Parties agree that the provisions of the Order shall prevail.
In the event that, after negotiation between the Parties, a specific contract or a framework contract relating to the same subject matter comes into force, it is agreed that it shall replace the GTC and any other special conditions, which shall then become inapplicable.

2.6 The GTC shall be effective as of 01/01/2022. The GTC applicable to each Order shall be those in force on the date the Order is signed.

2.7 The fact that the Principal does not at a given time avail itself of any of the provisions of the GTC shall not be interpreted as a waiver of the right to avail itself of the said GTC at a later date.

2.8 The Service Provider shall be deemed to have taken cognisance of the GTC and shall ensure that its employees and any Substitutes are aware of and comply with them.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Nature of the obligations

3.1.1 The Service Provider shall have a general obligation of result towards the Principal, including in respect of the Services relating to the customs formalities referred to in article 3.7.
Similarly, if the Service Provider decides not to perform the Services ordered, in whole or in part, in accordance with the provisions of article 9, it shall remain bound by an obligation of result towards the Principal and shall be liable for the proper performance of the Services.

3.1.2 The Service Provider undertakes to respect, or to ensure the respect of, loading schedules and delivery deadlines, to provide specific equipment and vehicles adapted to the Goods to be transported, to entrust the Services to competent, experienced and trustworthy personnel, capable of expressing themselves in French and/or English, to have the authorisations, certifications and/or qualifications necessary to carry out its activity or that of its Substitutes.
More generally, the Service Provider undertakes to comply, or to ensure compliance when it does not perform the Services itself, with the regulations in force in the country in which it is established as well as those in force in the place where the Services are to be performed, in particular with regard to labour law, transport law and the organization of transport, as well as with regard to environmental standards, rules relating to the traffic regulations or the safety of persons and Goods, without this list being exhaustive.
Under no circumstances, during the performance of the Services, shall the Service Provider violate the regulations and sanctions lists issued by the United Nations, the European Union, the United States, the United Kingdom and/or France, nor shall the Service Provider entrust the Goods to Substitutes subject to United Nations, European Union, United States, United Kingdom and/or French sanctions.

3.2 Documents and information to be requested by the Service Provider from the Principal

The Service Provider is obliged to request all documents and information from the Principal in good time that are not already included in the Order and that are necessary for the performance of the Services.

3.3 Verification of the documents and information provided by the Principal

3.3.1 The Service Provider is obliged to check the content and conformity of the documents and information provided by the Principal at its request.

3.3.2 The Service Provider may not rely on any omission, inaccuracy or error contained in the documents and/or information provided by the Principal to justify its failure to comply with its obligation of result as set out in article 3.1.

3.4 Duty to advise and duty to inform

3.4.1 Prior to the performance of the Services, the Service Provider shall inform the Principal of the advantages and disadvantages of the modes of transport that may be used.

3.4.2 Depending on the instructions given to it by the Principal, the nature, value and destination of the Goods, and the deadlines set, the Service Provider shall suggest that a goods insurance, a declaration of value or a special interest in delivery be taken out.

3.4.3 If the Principal's instructions appear to the Service Provider to be ambiguous, inadequate, incomplete or of such a nature as to jeopardise the proper performance of the Services, the Service Provider is obliged to ask the Principal for any additional information. If the Service Provider does not send its request within a period of time that allows the Principal to correct the information or instructions, the Service Provider shall bear all the consequences that may result from this in the context of the performance of the Services (such as, for example, any storage costs), at its sole expense.

3.4.4 The Service Provider is obliged to inform the Principal of the applicable regulations, including international conventions, applicable to the Services in the countries in which the Services are performed.

3.5 Drafting and checking the documents required for transport
3.5.1 The Service Provider is obliged to check that the documents and information necessary for the drawing up of the transport document and the performance of the Services have been provided to it by the Principal or, failing that, have been made available to the Substitutes at the latest when the Goods are Handed Over.

3.5.2 The Service Provider shall draw up the documents for which it is responsible and shall ensure that the documents are drawn up by those responsible for them. The Service Provider shall be liable for any errors, inaccuracies or omissions in the transport documents which it draws up or causes to be drawn up.

3.5.3 The Service Provider shall send the Principal a copy of the transport documents for each Shipment within three (3) working days of the Goods being made available.

3.5.4 The Service Provider may not, under any circumstances, exercise a right of retention over the transport documents covering the Goods or over the Goods themselves. The Service Provider shall be liable to pay compensation for the damage caused by the breach of this prohibition, including any compensation that the Principal may be required to pay to its own clients.

3.6 Obligations relating to the performance of the Services and the Delivery of the Goods
3.6.1 In accordance and coordination with the Principal's logistics manager, the Service Provider undertakes to carry out all operations necessary for the proper Delivery of the Goods. In particular, the Service Provider shall be responsible for the following obligations, without this list being exhaustive:
- contact the Shipper in order to obtain confirmation of the dates and times of Handover of the Goods;
- confirm to the Principal the dates and times of the agreed positioning, as well as communicate to it as soon as known the numbers of the loading units;
- check the apparent condition of the Goods and their packaging. In the event of any apparent defect in the Goods and/or their packaging, wrapping or labelling, the Service Provider shall notify the Principal without delay and seek instructions from it;
- provide and position the loading units in good condition at the place of Handover designated by the Principal or the Shipper;
- carry out the loading, chocking, securing and sealing unless the Principal has given the Service Provider different instructions in writing. The Service Provider shall be the sole judge of the need to carry out additional chocking, which it shall carry out at its own expense and for which it shall be solely responsible. In the event of a broken seal, the Service Provider undertakes to fit a replacement seal and to make the necessary corrections to the transport documents;
- accept any spot check of the load by the Principal or the Shipper prior to departure, it being understood that the Principal or the Shipper will use their best efforts not to immobilise the loading units unnecessarily;
- confirm by e-mail to the Principal and the Local Agent the departure of the trucks and/or containers and/or flights;
- to transport the Goods from the place of Handover to the place of Delivery;
- intervene anywhere, at any time, to protect the interests of the Goods;
- inform the Principal's logistics manager of any storage during transport (including storage under suspension of customs duties and taxes). The Service Provider is obliged to report this storage within three (3) working days of the decision to store;
- make the Delivery of the Goods and unload them, unless otherwise specified in the Order;
- complete all administrative formalities, in particular customs and, where applicable, tax formalities, relating to the performance of the Services.

3.6.2 The Service Provider shall keep the Principal regularly informed of the performance of the Services and the status of the Goods in transit.
In addition, the Service Provider must inform the Principal without delay if any difficulties arise during the performance of the Services, such as delays or incidents. The Service Provider shall seek instructions from the Principal.
If the Service Provider is unable to obtain the Principal's instructions in good time, the Service Provider shall take such steps as appear to it to be in the Principal's best interests to preserve the Goods or to transport them by other means. Upon presentation of the supporting documents by the Service Provider, the reasonable and duly substantiated costs thus incurred shall be borne by the Principal.

3.6.3 In order to protect the Principal's rights, the Service Provider is obliged to call in an expert as soon as possible in the event of damage or shortages during the performance of the Services, in order to make the necessary observations.

3.6.4 The Service Provider shall inform the Principal of the successful completion of the transport. In the event of any damage or dispute during Delivery, the Service Provider shall inform the Principal within twenty-four (24) hours of Delivery at the latest.

3.6.5 If the Goods are stored, the Service Provider shall check the external condition of the Goods. The Service Provider shall take all measures that appear to it to be necessary for the preservation of the Goods.

3.6.6 If the Service Provider considers that an event, fact or act is of such a nature as to justify a claim on its part against the Principal, it must inform the Principal of this within fourteen (14) calendar days of its occurrence by registered letter or by email with acknowledgement of receipt. If it fails to do so, it shall be deemed to have definitively waived any claim relating to this event, fact or act.

3.7 Specific obligations relating to the completion of customs formalities
3.7.1 The Service Provider is a registered customs representative, holding AEO F (Authorised Economic Operator - customs simplifications and security and safety) certification.

3.7.2 The Service Provider shall carry out the customs formalities and all related acts in its own name and on behalf of the Principal in connection with the physical movement of the Goods in the context of indirect representation.

3.7.3 The Service Provider shall, as soon as it receives an Order, inform the Principal of the advantages and disadvantages of any customs regimes that may apply to the Services and inform it of the applicable regulations.

3.7.4 After having obtained from the Principal the documents and information that it deems necessary for the performance of its Services, the Service Provider shall determine the tariff classification of the Goods, their Customs value and their origin. The Service Provider shall ensure the authenticity, accuracy and validity of the documents and information obtained from the Principal.

3.7.5 The Service Provider is obliged to ask the Principal without delay for any additional documents or information that the customs authorities may require. If the Service Provider fails to do so, it shall be liable for all prejudicial consequences suffered by the Principal as a result of its failure to comply with the formalities, such as, but not limited to, any delays, additional costs and damage.

3.7.6 The Service Provider shall inform the Principal of any authorisations that the Principal, its suppliers, clients and/or subcontractor must obtain in the country of origin or destination of the Goods prior to the export or import operations.

3.7.7 The Service Provider undertakes to:
- represent the Principal in dealings with all administrations or bodies interested in the performance of the customs Services entrusted to it;
- draw up customs declarations for all customs procedures resulting from the Services ordered by the Principal;
- prepare applications for the authorisation of special customs procedures on behalf of the Principal;
- present to the customs authorities the accompanying documents issued by or on behalf of the Principal;
- carry out the inspection operations and to accept the taking of samples, as well as the representativeness of the samples in relation to all the Goods;
- submit claims for remission and reimbursement on behalf of the Principal.

3.7.8 The Service Provider shall inform the Principal of the amount of taxes and duties that the Principal is required to pay to the relevant customs authorities.
The Service Provider shall, at the request of the Principal, allow the Principal to benefit from its goods removal credits for the payment of customs duties and taxes, and any guarantees, relating to the Services and shall indicate the date on which it will finally pay these duties and taxes to the competent customs authorities.

3.7.9 In the event of storage of the Goods in a customs warehouse, in addition to the other obligations mentioned in this article 3, the Service Provider is required to carry out the administrative procedures necessary for the placing and removal of the Goods in a customs warehouse with the competent customs authorities. The Service Provider shall enter the Goods that it places in a customs warehouse, which it owns, in the stock records that it keeps on behalf of the Principal. The Service Provider shall also ensure that the Goods, once placed in a customs warehouse, are not removed from customs supervision until they are returned to the Principal or the Consignee.

3.7.10 When the Principal does not entrust the Service Provider with the performance of customs formalities upon importation, in particular when it does not entrust the Service Provider with the post-carriage and Delivery of the Goods to the Consignee, the Service Provider is obliged to transmit to the Local Agent appointed by the Principal to perform the customs formalities, all the documents and information necessary for the performance of these formalities.

4. OBLIGATIONS OF THE PRINCIPAL

4.1 The Principal shall pay the Service Provider for the Services in accordance with the relevant Order.

4.2 The Principal shall provide all information and documents of which it is aware and which are necessary for the preparation and performance of the Services under each Order such as, but not limited to:
- nature of the Goods;
- shipping instructions of the Goods;
- any ancillary services;
- any information that it deems necessary to bring to the attention of the Service Provider.

5. DELIVERY TIMES AND PENALTIES FOR DELAY

5.1 The Service Provider undertakes for each Transport Line not to exceed the transport time as stated in the Order.

5.2 The transport periods are expressed in calendar days, starting from the date of Handover the Goods by the Shipper, until Delivery at the agreed point, not cleared through customs, not unloaded.

5.3 In the event of delay in relation to the deadlines set out in the Order by the Service Provider, the Principal may apply the following penalties as of right, without notice of default:
- A delay penalty of one per cent (1%) of the total price of the relevant carriage per calendar day of delay up to a maximum of one hundred per cent (100%) of the total price of the relevant carriage.
- Late penalties may be deducted directly from the Service Provider's invoices.

5.4 The amount of the delay penalty shall be in full discharge of any and all damages and losses in respect of the Principal's own additional costs resulting from the delay of the Service Provider (including in particular the costs of immobilisation, storage, additional personnel costs and equipment rental costs), to the exclusion of any other damage caused by the delay (including in particular lost profits, penalties or compensation claimed from the Principal by third parties, including its own clients) which may be claimed from the Service Provider by the Principal.
In addition, the Principal reserves the right to substitute another freight forwarder or carrier for the Service Provider at any time, and for all or part of the remaining quantities to be transported, without the Service Provider being entitled to claim any compensation for this.

5.5 The Parties agree that the penalties shall not apply in the event of force majeure, as defined in article 17.2.

6. PRICES

6.1 The prices quoted on the Order are firm, fixed, guaranteed until the date indicated on the Order, and cover all actual costs, expenses and charges of all kinds incurred by the Service Provider and/or its Substitutes excluding the introduction of new surcharges or transit taxes or the variation (plus or minus) of existing surcharges, it being understood that these new surcharges and/or taxes or their variation will only be taken into account insofar as and to the extent that they are the subject of the submission of official supporting documents
Any other operation, which is not part of the Services ordered by the Principal, shall be subject to additional remuneration, provided that it has been validated in advance by the Principal for each Shipment concerned.

6.2 The currency of account shown on the Order is also the currency of payment.

6.3 Prices are exclusive of tax. The Service Provider is responsible for determining the VAT or tax regime applicable to the Services.

7. INVOICING CONDITIONS

7.1 The invoice shall be issued by the Service Provider immediately after the actual performance of the Services. In addition to the information indicated in the Order, the invoice must include:
- the Order number;
- the charge code; and
- the full invoicing address of the Principal as stated on the Order.

7.2 The invoice in PDF format shall be submitted within twenty-four (24) hours on the Internet portal of the Principal at the following address: https://portail-depot-factures.bouygues-construction.com/.
If the Service Provider requires bulk transmission of invoices, it may contact the Principal at the following e-mail address: demat_factures@bouygues-construction.com.
Each invoice shall relate to one Order only.
Otherwise, the paper invoice shall be sent in one copy following its date of issue to the Principal's accounting department at the address given in the Order.

7.3 The provisions of articles 7.1 and 7.2 are obligations of result to which the Service Provider is committed. The Principal reserves the right to reject any invoice that is irregular in terms of form and/or content in order to bring it into conformity. The payment period indicated in article 8 shall only start to run from the date of the amendment of the invoice, as mentioned on the amended invoice.
The Principal may, at its discretion, decide to accept the non-conforming invoice and in this case apply a penalty for non-conforming processing costs of a fixed amount of forty (40) € excluding taxes.

7.4 Only the Service Provider may issue invoices for the Services ordered by the Principal.

8. PAYMENT CONDITIONS

8.1 No advance payment shall be made with the Order unless otherwise specified in the Order.

8.2 Invoices shall be paid within thirty (30) calendar days from the date of issue of the invoice, subject to the provisions 7.2 above, in France, either (i) by promissory note or cheque drawn up by the Principal or, at the option of the Service Provider, (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/, outside France by bank transfer.

8.3 Invoices received by the Principal prior to acceptance of the Services will not be accepted.

8.4 The Principal may set off any sums it considers to be due from the Service Provider in respect of any Orders against any sums due from the Principal to the Service Provider.

8.5 In the event of late payment on the part of the Principal, the latter shall be liable for late payment interest at a rate of three (3) times the legal interest rate applicable in France and in force on the due date, to which shall be added, by operation of law, a fixed indemnity for collection costs, the amount of which is set by article D.441-5 of the French Commercial Code.

9. OWNERSHIP OF GOODS

9.1 The Goods shall at all times during the course of the Services remain the property of the Principal, its suppliers and the Consignee. Accordingly, the Handover of the Goods to the Service Provider shall not confer upon the Service Provider any ownership or other rights whatsoever.

9.2 The Service Provider shall only be entitled to dispose of the Goods in accordance with the provisions of the GTC and for the purpose of performing the Services.

9.3 The Service Provider shall immediately notify the Principal, in writing or by any other electronic means of transmission and storage, of any direct or indirect infringement (including, in particular, seizure, attempted seizure, theft or attempted theft) by any person of the aforementioned property rights in the Goods.

10. SUBSTITUTES

10.1 The performance of the Services shall be carried out by the Service Provider with its own resources or through its Substitutes.

10.2 In this context, and with regard to its Substitutes, the Service Provider:
- ensures, prior to any operation, that the Substitute to whom it turns is authorised to carry out the Services entrusted to it and has the required skills and qualifications;
- is solely responsible for the choice of its Substitutes without having to obtain the agreement of the Principal on those it chooses;
- passes on to its Substitutes all information, requests and instructions from the Principal that are useful for the performance of the Services, and enable them to perform the Order in accordance with the assignment given to it by the Principal, in particular by sending them all the documents and information necessary for the performance of the Services;
- ensures that the documents required for the movement of the Goods follow the Goods throughout the performance of the Services until Delivery; and
- ensures that its Substitutes comply in all respects with the provisions of the GTC.

10.3 No agreement between the Service Provider and its Substitutes shall be binding on the Principal.

10.4 The Service Provider undertakes to comply with French Law No. 75-1334 of 31 December 1975 relating to subcontracting, where the use of a Substitute falls within the scope of this law. Where applicable, the Service Provider shall in particular (i) submit to the Principal for acceptance any Substitute it intends to use and have its terms of payment accepted and (ii) provide a guarantee of payment of the sums due to the Substitute.

10.5 The Service Provider shall remain solely liable to the Principal and shall be responsible for the Substitutes to whom it addresses itself.

11. GAYSSOT LAW - ACTION BY THE SERVICE PROVIDER'S SUBSTITUTE CARRIER

11.1 Insofar as French law is applicable to the Services and a Substitute of the Service Provider requests payment from the Principal for its road transport Service, on the basis of article L. 132-8 of the French Commercial Code, the Principal shall immediately send the Service Provider a formal notice to justify within eight (8) days the payment it made to its Substitute.

11.2 If the Service Provider does not provide proof of payment to its Substitute in accordance with the provisions of article 11.1, the Principal is entitled to offset, against any invoice for Services that may be due to the Service Provider, the sums that the Principal is required to pay in the context of a direct action for payment by the Service Provider's Substitute road carrier on the basis of article L. 132-8 of the French Commercial Code.

12. LIABILITY

12.1 The Service Provider shall be liable to the Principal and third parties for all damages of any kind, whether physical, material and/or immaterial, direct and/or indirect, insofar as they are related to the performance, non-performance or improper performance of the Services and/or to the failure to comply with the terms of the Order and/or the GTC, except in the event of force majeure.
Thus, with regard to the customs formalities that it carries out on behalf of the Principal, the Service Provider guarantees the Principal in particular against payment of all financial consequences resulting from the assessment of additional duties and/or taxes, fines, penalties by the competent customs authorities or from the blocking of the Goods by decision of the customs authorities.

12.2 In any event, the Service Provider undertakes not to negotiate with its Substitutes any terms of compensation which may be less favourable to the Principal than those established by the national or international legal provisions applicable by default.

12.3 The Service Provider shall also be liable for the costs associated with the intervention of a third party following a default by the Service Provider and/or its Substitutes, after the Principal has sent the Service Provider, by registered letter or by email with acknowledgement of receipt, a notice of default which has remained without effect for five (5) calendar days, allowing the Service Provider to appoint a third party to replace the Service Provider and/or its Substitutes.

12.4 Any clause which may appear in documents other than the GTC and which would have the effect of limiting or excluding the Service Provider's liability shall be deemed unwritten if it has not been expressly accepted in writing by the Principal.

13. INSURANCE

13.1 Goods insurance
13.1.1 If the Principal so specifies in the Order, the Service Provider shall take out "*cargo" or "freight"* insurance against all risks of damage during transport in the name and for the account of the Principal with a company known to be solvent.

13.1.2 The Service Provider shall provide the Principal with the insurance certificate issued at the time.

13. 2 Liability insurance
13.2.1 The Service Provider is required to take out and maintain, at its own expense, an insurance policy with a reputable solvent company to cover the financial consequences of the civil and contractual liability that it may incur in performing the Services.

13.2.2 The Service Provider proves the existence and validity of its insurance policies by providing the Principal with a certificate indicating a minimum amount of coverage for all damages combined that must be equal to or greater than the value of the Goods transported during each Service.

13.2.3 In the event of subcontracting, the Service Provider undertakes to ensure that its Substitutes take out policies identical to those mentioned in this article 13.2.

13.3 The insurance obligations imposed on the Service Provider and its Substitutes shall in no way exempt it from its responsibilities, the latter remaining in particular responsible for all damage attributable to it, in accordance with article 12, and whose financial consequences would not be fully or partially covered under its insurance guarantees, for whatever reason.

14. CONFIDENTIALITY - INTELLECTUAL PROPERTY

14.1 Each of the Parties guarantees the confidentiality of all information, of whatever nature, whether written or oral, of which it has knowledge in the context of the Order and the performance of the Services and shall refrain from communicating such information to persons other than those who are entitled to know it, except with the prior and express agreement of the Parties.
The Parties shall take all necessary measures to ensure, under their responsibility, the confidentiality of all the information concerned, with regard to their staff and also to the Service Provider with regard to its Substitutes.
The Service Provider is responsible for and shall be responsible for the compliance of its Substitutes with this confidentiality obligation.
This obligation shall remain in force until the expiry of a period of two (2) years from the end of the Order.

14.2 Each Party is and shall remain the owner of its distinctive signs, namely its trademarks, logos, company names, trade names, signs and domain names. Subject to prior written authorisation, each Party is authorised to reproduce the distinctive signs of the other Party on any medium in a clear and visible manner, without alteration, in compliance with the graphic charters and solely for the purposes of the Order or the performance of the Services. Consequently, any other use of the distinctive signs by one of the Parties is prohibited, unless prior written authorisation is obtained.

14.3 The price of the Services shall cover the transfer of the intellectual property rights of any studies, plans, calculation notes, drawings, media, documents or deliverables produced by the Service Provider in the course of performing the Order for the Principal.

15. CSR CHARTER FOR SUPPLIERS AND SUBCONTRACTORS

The Service Provider undertakes to take prior note of and fully comply with the BOUYGUES Group's "*Suppliers and Subcontractors CSR Charter*", available at the following link: https://www.bouygues.com/en/for-suppliers-and-subcontractors/.

16. ETHICS AND COMPLIANCE

16.1 The Service Provider undertakes to take prior note of and comply with the principles of the "*Bouygues Group Code of Ethics*", available at the following links: https://www.bouygues.com/en/ethics-and-compliance/.

16.2 The Service Provider represents and warrants to the Principal:
(i) that 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 a violation of applicable anti-bribery and anti-influence laws and regulations, anti-money laundering laws and regulations and competition laws and regulations;
(ii) that it has not solicited, accepted, offered, paid or conferred, promised to pay or conferred, 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) that it will use its best endeavours to ensure that persons associated with it in the performance of the Order (including its Substitutes, suppliers and service providers) subscribe in writing to guarantees equivalent to those stipulated in this clause.

17. FORCE MAJEURE

17.1 The Service Provider undertakes to provide the Services to the Principal and guarantees the continuity of the Services subject to the following provisions.

17.2 Neither Party shall be liable for any failure to perform its obligations under the GTC resulting from an event of force majeure for either Party. Force majeure shall be deemed to be any external event beyond the control of either Party, which is reasonably unforeseeable, the effects of which cannot be avoided by appropriate measures and which prevents the performance of the obligations by the prevented Party, in accordance with article 1218 of French Civil Code.

17.3 By express agreement between the Parties, and as an exception to the provisions of article 17.2, computer breakdowns, breakdowns of transport equipment, road obstructions, disputes or social movement at the Service Provider's and/or its Substitutes' premises shall not constitute force majeure.

17.4 The Party invoking force majeure must immediately after the occurrence of the force majeure, and within a maximum period of five (5) working days, send the other Party a notification in writing or by any other electronic means of transmission and conservation of data, establishing the elements constituting the force majeure.
The performance of the obligations of the Parties whose fulfilment has become impossible shall then be automatically suspended, without compensation or penalties for delay, as from the occurrence of the event of force majeure until the end of the event which gave rise to this suspension.

17.5 Any delay in the performance of the Services which has not been notified in the conditions and forms described in article 17.4 shall not exempt the Party causing it of its obligations.

17.6 In all cases of force majeure, the Party concerned must take all necessary steps to ensure that it resumes performance of the obligations affected by the force majeure as soon as possible.

17.7 In the event of insurmountable force majeure preventing the continued performance of the contractual obligations for more than fifteen (15) calendar days, the Parties agree to enter into discussions with a view to amending the Order to take account of this.
If no agreement is reached, the Order may be cancelled without compensation by either Party by registered letter or email with acknowledgement of receipt and the Goods shall be returned to the Principal. The Parties shall negotiate in good faith the terms and conditions of return and the costs thereof.

18. INDEPENDENCE OF CLAUSES

In the event that one of the clauses of the GTC is declared null and void or inapplicable by any jurisdiction whatsoever, or contravenes the provisions of a treaty, law or regulation, this clause shall be deleted without invalidating all the stipulations, the other clauses remaining in full force and effect.

19. TERMINATION

19.1 If the Service Provider fails to fulfil any of its obligations, the Principal may give the Service Provider written notice to fulfil its obligations within ten (10) calendar days.
If the Service Provider does not fulfil its obligations within this period, the Principal may terminate the Order(s) placed with the Service Provider by written notice and without further notice or formality.

19.2 The Principal may terminate the Order(s) without formal demand and notice in the event of particularly serious misconduct, in particular in the event of a breach of the Service Provider's obligations:
- the stipulations of article 15 "*CSR CHARTER FOR SUPPLIERS AND SUBCONTRACTORS"* and article 16 "*ETHICS AND COMPLIANCE*" of the GTC;
- to provide accurate information about its company, its professional, technical and/or financial capacities;
- to comply with safety rules and regulations applicable to health, labour law and/or environmental protection;
- to maintain all the necessary authorisations in the exercise of its mission;
- to obtain the written agreement of the Principal on the principle of subcontracting before any recourse to subcontracting;
- to comply with all legal and regulatory provisions, in particular those relating to the fight against corruption and money laundering.

The termination shall take effect upon receipt by the Service Provider of the notice of termination from the Principal by registered letter or by email with acknowledgement of receipt.

19.3 The termination of the Order(s) shall not prevent the Service Provider from compensating the Principal for all the damage caused by the Service Provider's fault or default.

20. LIMITATION OF LIABILITY OF THE PRINCIPAL

The Principal's liability towards the Service Provider and its Substitutes (the Service Provider being responsible for compliance with this clause by its Substitutes) shall not exceed a cumulative amount not exceeding two (2) times the price of the Service Provider's Services.

21. APPLICABLE LAW AND JURISDICTION

21.1 The GTC and the Order are governed by French law.

21.2 Any dispute arising out of the GTC and/or the Order shall first be amicably negotiated between the Parties.
In the absence of an amicable settlement within a period of forty-five (45) calendar days from the first exchange stating the dispute unequivocally, exclusive jurisdiction is granted to the Commercial Court of Paris, notwithstanding multiple defendants or third-party claims in connection with a main legal proceeding.