GENERAL TERMS AND CONDITIONS FOR LEASING EQUIPMENT AND MACHINERY WITH OPERATOR

These general terms and conditions for leasing (hereinafter referred to as the "**GTCL**") apply to any provision by the Lessor of Equipment or Machinery with an operator 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 GTCL 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 concept of 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 GTCL. It specifies the descriptions of the leased Equipment or Machinery (and its accessories), the nature and place of use, and summarises the agreement between the Parties on the fixed leased price, confirmation of the operator's name, as well as any additional obligations and provisions (conditions and date of availability, use and transport if applicable). The Order prevails over its appendices.
Lease: means any performance of the Order placed by the Company with a view to leasing an Equipment or Machinery from the Lessor.
Lessor: means the company that provides the Lease services.
Equipment or Machinery: means the equipment or machinery with the operator designated in the Order.
Party: means the Company and/or the Lessor.

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 Lessor 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 GTCL, which the Lessor 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 Lessor, (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 Lessor. Any changes to the GTCL shall only be valid with the written consent of the Company.

3. OBLIGATIONS OF THE LESSOR

3.1 The Lessor states that it has the necessary qualifications, skills and means to perform the Order. In this respect, it undertakes to provide the Company, upon first request, with a certificate of professional qualification necessary for the performance of the obligations under the Order.
The Lessor is responsible for defining the Equipment or Machinery made available to the Company according to the needs expressed by the Company.
As a lease professional, the Lessor is subject to an obligation of advice. Thus, the Lessor affirms that the material and human resources leased correspond to the Company's need. In this respect, it warrants the performance of the leased Equipment or Machinery and the skills and ability of the operator(s).

3.2 If the Lessor provides the Company with personnel responsible for the use of the Equipment or Machinery, such personnel shall remain the Lessor 's employees under all circumstances. The Lessor shall be solely responsible for any action of its employees. The Lessor agrees to provide the Company with qualified personnel. It shall provide upon first request of the Company or any other party (contracting authority, insurer, expert) evidence of the qualifications, single declaration of employment, permits, authorisations and medical capabilities of its personnel. Since the Lessor 's personnel are deemed qualified, they must report and object to any action that does not conform to the capacities of the Equipment or Machinery that presents any risk whatsoever. The stalling, stabilisation and use of the Equipment or Machinery shall remain the responsibility of the Lessor 's personnel who operate the Equipment or Machinery. Compliance with the Equipment or Machinery 's safety instructions shall also be the operator's responsibility.

3.3 The Lessor 's operator shall comply not only with the manufacturer's or Company's operating and safety instructions but also with the health and safety rules applicable on the construction site where the Equipment or Machinery will be used.

3.4. The Lessor undertakes to reduce its impact on the environment by complying with the laws and standards in force. In any event, the Lessor must:
- implement preventive and protective measures to preserve the environment;
- ensure the storage and maintenance of the construction site and the site facilities in a clean and tidy condition;
- organise the sorting of its waste, its removal and disposal in accordance with the regulations and instructions of the Company.

3.5 The Lessor may not subcontract the services covered by the Order and, without the Company's prior agreement, assign, transfer or transmit the Order in any form whatsoever.

4. USE OF THE LEASED MACHINERY OR EQUIPMENT

4.1 The Equipment or Machinery may be used at the discretion of the Company during the Lease period, under normal conditions of use and according to the specific instructions given by the Lessor when placing the Order. The Company decides on the times and places of use.

4.2 Access to the construction site will be authorised to the Lessor or its employees during the Lease period. They must first report to the person in charge of the construction site with the necessary personal protective equipment and comply with site rules and safety instructions. These employees, ensuring the upkeep and maintenance of the Equipment or Machinery, remain nevertheless under the dependency and responsibility of the Lessor.

4.3 The Lessor shall inform the Company of the risks associated with the use of the Equipment or Machinery for purposes other than those specified in the Order or the technical specifications.

4.4 The Lessor shall provide, upon delivery, Equipment or Machinery with a full tank of fuel. In addition, unless otherwise specified in the Order, during the Lease period, the Lessor shall provide fuel or any other energy required, as well as suitable or compatible consumables of its choice.

5. TERM OF THE LEASE

5.1 The Lease takes effect on the day the Equipment or Machinery arrives at the place of use defined in the Order. On this occasion, a release form is signed by the two (2) Parties. The Lease period shall end on the day on which the leased Equipment or Machinery is returned to the Lessor or made available at its disposal at the place indicated in the Order.

5.2 The term of the Lease may be notified to the Lessor beforehand as an indication. However, and taking into account the Company's activity, the leased Equipment or Machinery may be returned at any time.

5.3 The term of the Lease is mentioned on the Order, after deduction any training hours.

5.4 The time unit is the Company's half-day or full day. This unit is specified in the special terms and conditions or the Order. Any dispute by the Lessor, relating to the term of the Lease as stated on the return form, must be submitted in writing to the Company within forty-eight (48) hours.

6. DURATIONOF USE

The leased Equipment or Machinery shall be used during the Company's normal construction site opening hours, and in accordance with labour legislation. Nevertheless, the Company may use the Equipment or Machinery beyond normal construction site opening hours, in accordance with labour legislation, by informing the Lessor in advance.

7. DELIVERY AND REMOVAL OF THE EQUIPMENT OR MACHINERY ON THE COMPANY'S SITE BY THE LESSOR

7.1 If the Equipment or Machinery is delivered and collected by the Lessor (or its carrier) to the address specified by the Company, the delivery, collection and transport carried out by the Lessor (or its carrier) are carried out under its responsibility. The Lessor undertakes to use its slings for delivery or return operations for which it is responsible. In any event, the Lessor undertakes not to borrow the Company's slings.

7.2 The Equipment and Machinery must be delivered and/or collected at the times specified in the Order, or at the times agreed between the Parties, or failing this, during the Company's site opening hours. The operator must be available and present at the Lease location at the times specified in the Order, or at the times agreed between the Parties. In the event of delay by the Lessor (or its carrier), the penalties provided for in article 21 are applicable automatically.

7.3 Loading, unloading and handling costs are included in the price specified in the Order.

8. INSTALLATION, ASSEMBLY AND DISASSEMBLY OF THE EQUIPMENT OR MACHINERY
8.1 Installation, assembly and disassembly (when these operations prove necessary) are carried out by the Lessor, under its sole responsibility.

8.2 The Lessor shall also carry out any necessary tests and inspections related to the assembly/disassembly service.

8.3 The conditions of implementation (deadline, lead time, price, …) are fixed on a case-by-case basis according to terms agreed by the Parties prior to each Lease of Equipment or Machinery and are the subject of a quotation.

9. TIME SHEET
9.1 A time sheet will be issued by the Lessor at the end of each month and at the end of the Lease period, and submitted to the Company for its signature.

9.2 This sheet shall indicate the date of signature, the time units statement and shall bear a stamp mentioning the Order reference, the Company's UC number, and the name and signature of the Company's employee.

10. CONDITION OF THE EQUIPMENT OR MACHINERY
10.1 The leased Equipment or Machinery must be fully equipped with all accessories. It is leased with an operator.

10.2 The Equipment is accompanied by the necessary technical documentation, instruction manuals, certificate or declaration of conformity, test certificates, inspection reports authorising the use of the said Equipment or Machinery and all regulatory documents.

10.3 The Lessor warrants that the leased Equipment or Machinery is in perfect working order, well maintained, cleaned and greased condition, equipped with all the accessories necessary for its operation and according to the nature of the use envisaged by the Company, the fill-ups carried out and the levels checked (fuel, oil, water, antifreeze, …). The Equipment or Machinery must be maintained in good working order.
The Lessor warrants that the leased Equipment or Machinery is in compliance with all regulations concerning, in particular, technical controls, taxation, health, safety and prevention of workers. The Company reserves the right to ask the Lessor to produce the corresponding proofs.

10.4 The Company may:
- establish a report of the condition of the Equipment or Machinery drawn up in the presence of both Parties, or
- refuse Equipment or Machinery that does not have the features guaranteed by the Lessor or if the Lessor does not provide the documents required by the regulations as well as all the necessary technical instructions.

The refused Equipment or Machinery, as well as Equipment or Machinery that has broken down, must be replaced by Equipment or Machinery of equal or at least equivalent capacity, in good working order, or repaired within twenty-four (24) hours, failing which the contractual penalties provided for in articles 21 and 24 shall apply.
The cost of regulatory audits remains the responsibility of the Lessor.
The Company cannot be held liable for the damage caused by latent defects in the Equipment or Machinery or for non-apparent wear and tear making the Equipment or Machinery unfit for its intended use.

11. OPERATOR OF THE LEASED EQUIPMENT OR MACHINERY
11.1 The operator, employed by the Lessor, is responsible for operating the Equipment or Machinery in accordance with article 12. He is deemed to be apt and qualified to perform his job and to have passed all the necessary examinations and/or checks required by law and regulations and to be in possession of any authorisation, permit, work permit or qualification that may be necessary for the operation of the Equipment or Machinery. The operator must have a Certificate of Fitness for Safe Operation (Certificat d'Aptitude à la Conduite En Sécurité - CACES) in accordance with the measure of 2 December 1998 (codified in the French Labour Code) and an Authorisation to Operate Machinery according to the category of leased equipment in accordance with the French Labour Code. The operator must be able to present his CACES and authorisation to operate to the Company at any time. He must be able to prove medical fitness to operate the Equipment or Machinery.

11.2 The operator is solely involved in the operation and maintenance of the Equipment or Machinery.

11.3 The operator may be rejected at any time by the Company, which may give reasons for its decision at the Lessor 's request.

11.4 The absence of an operator is considered a failure of the Equipment or Machinery and will have the same suspensive or terminating effects on the Order and imply the application of penalties. In that case, the Company may decide to replace the defaulting operator with a competent operator employed by the Company.

11.5 The Lessor may not use temporary personnel or subcontract the operating of the Equipment.

11.6 In the event of an accident, incident, damage or identification of a situation presenting a potential risk, the operator must immediately stop his intervention and inform the Company.

12. OPERATION THE EQUIPMENT OR MACHINERY
12.1 Operation of the Equipment or Machinery is carried out by the Lessor or its employee. The Lessor is deemed to be the custodian of the leased goods during the use of the Equipment or Machinery.

12.2 Operation is understood as all successive or simultaneous operations carried out from the control station to ensure optimal use of the leased Equipment or Machinery, its displacement from one place to another, as well as all forms of actions made necessary by the performance of the services for which the Equipment or Machinery has been leased.

12.3 The Lessor shall take all necessary measures to ensure the protection of the Equipment or Machinery against theft.

13. MAINTENANCE AND REPAIR OF THE EQUIPMENT OR MACHINERY
13.1 All maintenance is the responsibility of the Lessor. The Lessor shall carry out under its entire responsibility, on a daily basis, checks on consumption and refilling of all levels (oils, water, other fluids), unless otherwise specified in the Order, and shall use for this purpose the ingredients recommended by the manufacturer or any equivalents. The technical maintenance of the Equipment or Machinery is at the expense of Lessor and must be performed outside working construction site hours. Technical maintenance of the Equipment or Machinery includes, among other, lubrication and replacement of parts due to common wear and tear.

13.2 During the entire Lease period, the Lessor may examine and repair the Equipment or Machinery after prior request to the Company. In the event of an intervention immobilizing the Equipment or Machinery, the Lessor must provide, as soon as possible and within twenty-four (24) hours at the latest, replacement Equipment or Machinery with equivalent capacities and under the same price conditions.

13.3 The repair of the Equipment or Machinery is the responsibility of the Lessor. Any intervention will be at the expense of the Lessor, unless the Company's responsibility is proven in the case involving repairs. Defective Equipment or Machinery (refused, broken down, unfit or not compliant with the legislation in force) must either be repaired within twenty-four (24) hours from the Company's request or replaced by Equipment or Machinery with equivalent capacities and under the same price conditions within twenty-four (24) hours, under penalty of application of the contractual penalties provided for in articles 21 and 24, and suspension of invoicing (unless otherwise agreed by the Company).

13.4 In the event of intervention on the Equipment or Machinery on the Company's construction site, the Lessor and the operator must comply with the procedures in place in the Company and on the construction site.

14. TESTS AND INSPECTIONS
Whenever the regulations in force require tests or inspections of the leased Equipment or Machinery, the Parties shall agree that these operations may be carried out without causing any significant disruption to the Company's use of the Equipment or Machinery.
The cost of the mandatory inspections is assumed by the Lessor. Where the inspections reveal the unsuitability of the Equipment or Machinery, it shall be considered as a breach and may lead to termination of the Order.

15. RETURN OF THE EQUIPMENT OR MACHINERY
15.1 At the end of the use of the Equipment or Machinery, the Company is required to return it in the state in which it was at the beginning of the Lease, taking into account the normal wear and tear inherent to the duration of use, cleaned and, if necessary, filled with fuel. Failing this, the Company will be invoiced for the services of restoration (except those resulting from an accident or breakdown) and fuel supply.

15.2 The Lessor must be informed of the availability of its Equipment or Machinery by letter, fax, email or any other written means each time the Order provides for the recuperation of the leased Equipment or Machinery. Recovery by the Lessor will take place at the latest on the following day, and before six (6) pm, following the request for return, which will be made by the Company. After this period, the Company shall be released from the legal custody of the Equipment and Machinery and the consequences thereof.
A return form for the Equipment is drawn up by the Lessor and accepted by the Company, which will stamp it. It shall specify in particular: the date and time of return, and any reservations deemed necessary, particularly concerning the condition of the Equipment or Machinery returned. In the absence of any reservations mentioned on the return form, the Equipment or Machinery is deemed to have been returned in proper condition.

15.3 When the return transport of the Equipment or Machinery is carried out under the responsibility of the Lessor, the Company shall remain bound by all obligations arising from the Order and shall retain legal custody until the first of the following events: (i) the Equipment or Machinery is made available to the Lessor at the agreed dates and times of return, (ii) the Lessor takes possession of the Equipment or Machinery.

15.4 In the absence of an amicable agreement on the reservations, this shall be noted on the return form. In such cases, a person designated by mutual agreement between the Parties shall carry out the relevant assessment. Failing the appointment of such a person, either Party shall be entitled to call upon an expert appointed by a summary trial judge, with the costs shared by both Parties.

15.5 In the event of failure to return all of the Equipment or Machinery within ten (10) business days of receipt of a letter of formal notice, the defaulting Party shall be invoiced on the basis of the expert's estimate of the residual value of the Equipment or Machinery at the date of the failure to return.

16. LEASE PRICE
The rent due by the Company for the Lease is specified in the Order, and is fixed, non-revisable and non-adjustable. It is drawn up in Euros and excluding taxes. It includes all personnel and equipment operating costs in particular fuel consumption, and transport costs, unless otherwise specified. The prices given by the Lessor take into account the standards in force and those foreseeable at the time of submission or performance of its proposal. Prices are global and flat-rate and include all the necessary constraints for the proper and complete performance of the Lease and possibly the simultaneous performance of other services, the presence of other lessor companies, the operation or presence of existing properties, the obtaining of authorisations or permits. Prices shall not be revised in any way, in particular due to changes in the exchange rate between currencies.

17. INVOICING
17.1 The invoice is drawn up at the end of each month by the Lessor and must be sent to the Company at the address mentioned in the Order.
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 https://portail-depot-factures.bouygues-construction.com/
For any need for mass transmission of invoices, the Lessor may contact the Company at the following e-mail address: demat_factures@bouygues-construction.com.

17.2 This invoice must be accompanied by the time sheets and mention:
- the quantities expressed per time unit of the Lease pursuant to article 5.4, any time unit started being due within the limit of one day;
- the price including all taxes, excluding all taxes, and the amount of the V.A.T;
- discount terms.

17.3 Leasing made 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.

17.4 The above provisions are part of an obligation as to the results achieved which the Lessor 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, apply a penalty for non-compliant invoice processing costs in the amount of forty (40) Euros (€) net of tax.

18. TERMS OF PAYMENT
18.1 No deposit is paid with the Order unless otherwise stipulated in the Order or in the special terms and conditions.

18.2 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 Lessor, (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 Lease will not be accepted. No payment shall be made without acceptance of the Order made in accordance with article 2 of the GTCL.

18.3 The Company may set off any sum it considers due by the Lessor, in respect of any Orders, against any sum due by the Company to the Lessor.

18.4 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 lum-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.

19. LIABILITY
19.1 With regard to third parties, the Lessor has legal custody of the Equipment or Machinery for the term of the Lease and assumes full responsibility for them within the meaning of Articles 1240 to 1242 of the French Civil Code.

19.2 With regard to the Lessor, the Company's liability can only be engaged in the event of proven fault. Compensation for indirect and/or immaterial damages such as operating loss, loss of contract, suffered by the Lessor is excluded.
The Company cannot be held liable for the damage caused by latent defects in the leased Equipment or Machinery or of wear and tear that makes the Equipment or Machinery unfit for the use for which it is intended.

19.3 With regard to the Company, the Lessor is liable for any damage suffered by the Company due to improper use, malfunction or lack of operation of the leased Equipment or Machinery, as well as the fault of the Operator.

19.4 The Lessor thus assumes control of the operation that it entrusts to an operator who is fit, qualified and trained for these operations. So the Operator:
- assesses the capacity of the Equipment or Machinery to perform the work to be carried out,
- only performs tasks that are compatible with the Equipment and Machinery and safety rules.

In the event of a problem, the operator immediately informs the Lessor. The latter will take all necessary measures in agreement with the Company.

19.5 If the operator is unable, for any reason whatsoever, to perform the work for which he is assigned, the Company must immediately interrupt this work and immediately notify the Lessor. In this case, the Lease is interrupted as soon as the Lessor has been notified by the Company. If the Lessor is unable to replace the operator within three (3) hours, the Company is entitled to apply the penalties provided for in articles 21 and 24.

20. INSURANCE

20.1 Third-party damage insurance

Each Party must hold a "Professional Civil Liability" policy. The Lessor represents that it is also insured for all risks resulting from the performance of the Order, in particular for damage of any kind and of any origin that may affect the Equipment or Machinery during the Lease period and use of the Equipment or Machinery by the operator**.**

When the leased Equipment or Machinery falls into the category of Land Motor Vehicles subject to a mandatory insurance pursuant to the provisions of Article L 211.1 *et seq*. of the French Insurance Code, the minimum "Civil liability on and off the roads" cover must be taken out by the Lessor.

For the Equipment or Machinery concerned, the Lessor shall subscribe, unless otherwise requested by the Company and specified in the Order:

- a "Damage All Accidents" insurance policy with "Fire and Theft" cover;
- a "Machinery Breakdown" insurance policy with "Fire and Theft" cover including a waiver on its part and on the part of its insurers whose compliance it guarantees, from taking action against the Company or its insurers for damage to the Equipment or Machinery made available.

The Company undertakes to inform the Lessor without delay of any accident caused by the vehicle so that the latter can make the usual declaration within forty-eight (48) hours.

20.2 General Insurance Information

All these insurance policies must be taken out and effective from the time the Equipment or Machinery is made available until the return form is signed. Each Party undertakes to provide proof of having taken out the above insurance policies by submitting the corresponding certificates.

If the Lessor does not respect one of the obligations provided for in article 20, the Company reserves the right to:

- take out and maintain in force a corresponding insurance policy. The cost of this insurance, taken out by the Company, will be invoiced to the Lessor
- to terminate the Lease and/or the Order with immediate effect within forty-eight (48) hours following the letter indicating its intention to terminate.

21. PENALTIES

21.1 Pursuant to article 7.2, the penalty applicable to Equipment or Machinery that is not delivered on the dates and times specified in the Order or agreed between the Parties shall be equal to the cost of the daily Lease per day of delay. The same penalty will apply in the event of absence of the operator on the dates and times defined in the Order or agreed between the Parties. Where applicable, in the event of failure to comply with the assembly and/or disassembly deadlines as set out in article 8, the penalty defined in article 21.1 will apply.

21.2 If the Lessor fails to intervene as provided for in article 13, the Company may have the necessary repair work carried out by a third party designated by the Company in accordance with the provisions of article 24 and/or apply the penalties defined below.

21.3 If the Equipment or Machinery is not repaired or if the replacement Equipment or operator is not available within the periods stipulated in articles 13 and 19.5, the Lessor may be charged the higher of the following penalties: EUR 150 or 1% of the monthly rent excluding taxes per calendar day of non-functioning or non-availability of the replacement Equipment or Machinery or operator, without prejudice to any damages. The invoicing of the defaulting Lessor is not due other than from the occurrence of the default.

21.4 These penalties are cumulative and not capped.

In addition, the Company reserves the right to terminate automatically all or part of the Order that remains to be carried out in accordance with the provisions of article 24 and the right to claim compensation for the damage caused.

22. WARRANTIES

The Lessor guarantees the Company against all defects or faults in the leased item that prevent its use, even if the Lessor was not aware of them on the day of the Lease. Similarly, it guarantees the Company against any action concerning the ownership of the Equipment or Machinery that may cause a disturbance in its enjoyment by the Company. Finally, the Lessor warrants the performance of the Equipment or Machinery and its suitability to the performance of the services for which it was leased.

If a third-party attempts to assert rights on the said Equipment or Machinery, in the form of a claim, opposition or seizure, the Company, as soon as it becomes aware of this, is required to inform the Lessor immediately.

23. INTELLECTUAL PROPERTY - CONFIDENTIALITY

The Lessor 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.

Each Party is and shall remain the owner of its distinctive signs, namely in particular its trademarks, logos, business names, trade names, signs and domain names.

24. 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, have the obligation performed by a third party designated by the Company after formal notice has remained without effect for five (5) calendar days, request a price reduction, terminate the Order and/or request compensation for the consequences of non-performance.

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

The additional charges related in particular to prices or delays resulting from the involvement of a new lessor firm will be borne by the defaulting Lessor.

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 3, 7, 8, 10, 11, 13, 17, 19, 20, 21, 22, 23, 25, 26 and 27 of the GTCL or (ii) subject to formal notice that has remained unanswered at the end of a period of eight (8) calendar days in other cases.

25. REGULATORY COMPLIANCE

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

25.1 Health, safety and the environment

The Lessor undertakes to provide the Equipment or Machinery 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 the use of Equipment or Machinery that complies with regulations, related to health, safety and the environment, shall be the responsibility of the Lessor, which shall assume all material and immaterial consequences, whether or not consecutive, including the replacement of the Equipment or Machinery.

In the event of intervention of the Lessor on site, the Lessor's employees and agents are required to comply with the health and 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 health and safety rules may lead to the exclusion of the Lessor 's employee, without compensation for this latter or the Lessor.

25.2 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 Lessor 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 Lessor** 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 Lessor 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 protection body responsible for the collection of contributions, which is dated less than six (6) months, 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 Lessor** enters the Company's sites, it also gives it:

- the up-to-date list of 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 (Unique Hiring Register) for each employee;
- a copy of the contract for the provision of the Lessor's temporary personnel;
- as applicable, the certificate of group accommodation.

The **foreign Lessor** 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;
- as applicable, the sworn statement relating to bans on tendering.

When the **foreign Lessor** seconds personnel to the Company, it also hands over 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 in accordance with EC Regulation 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 dated less than three (3) years for each of the seconded employees;
- as applicable, the certificate of collective accommodation.

The Lessor will comply with, and ensure that its personnel comply with, the formalities for access to the site set up by the Company.
When the Lessor is established abroad and has seconded personnel to France, the latter 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 Lessor is prohibited from and certifies that it does not employ any personnel for the purpose of 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 shall prohibit the Lessor's personnel from accessing the site and the Order may be terminated automatically without the Lessor being able to claim any compensation whatsoever, and notwithstanding the Company's right to claim damages.
At the Company's request, the Lessor will communicate the salary forms 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 Lessor undertakes to ensure that the obligations provided for in this clause are respected by any person associated with it in the fulfilment of the Order (in particular its subcontractors, suppliers and service providers).

25.3 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.

25.4 Compliance with export control regulations
The Lessor 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 Equipment or Machinery, 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 Equipment or Machinery.
The Lessor represents and warrants that the Equipment or Machinery, 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 Equipment or Machinery 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 Lessor undertakes to communicate it to the Company as soon as it is received. The Lessor shall specify, where applicable, any reservations and conditions that may have an impact on the Company's obligations in this respect.
The Lessor shall inform the Company without delay of the withdrawal, cancellation or non-renewal of any licence, authorisation or approval relating to the Equipment or Machinery. The Company may, in this case, terminate the Order automatically by simple written notification.
The Lessor indemnifies and holds the Company and any third party harmless from any liability and damages resulting from Lessor's failure to comply with any of the obligations and declarations described in this article.

25.5 Tax legislation
The Lessor 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 Lessor is liable to the Company for the compliance of its subcontractors with these tax principles.

26. SUPPLIERS' CHARTER AND SUSTAINABLE DEVELOPMENT
The Lessor undertakes to read and fully comply with the "Corporate Social Responsibility Charter for Service Providers and Sub-Contractors", available at the following link: https://www.bouygues.com/en/for-suppliers-and-subcontractors/.

27. ETHICS AND COMPLIANCE
The Lessor 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 Lessor will keep at the Company's disposal the names of third parties engaged by the the Lessor 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.

28. 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 to 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.

29. ECONOMIC DEPENDENCE
The Lessor 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.

30. 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 attention 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 Lessor 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.

31. MISCELLANEOUS PROVISIONS

The invalidity of a clause does not entail the invalidity of the GTCL 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.