

PIERRE GUERIN GENERAL TERMS AND CONDITIONS OF SALES

Article 1: Object and Definitions

1.1 Definitions – The words below shall have the corresponding meaning:

- **“Background IP”** shall refer to IP Rights which are created by the SELLER prior to or independently to this Contract, without any impact or value under the Contract.
- **“BUYER”** refers to the person, the firm or the company that has entered into the Contract with the SELLER and for whom the Works are.
- **“Contract”** means all the documents (including the present document and the associated SELLER offer) determining and governing the respective obligations of the SELLER and the BUYER.
- **“Foreground IP”** shall refer to IP Rights developed by the SELLER and which results from or are generated pursuant to or for the purpose of this Contract, whether created during the execution of the Contract or before.
- **“Foreign”** shall refer to any country/territory which is not in France.
- **“IP Rights”** shall refer to intellectual property rights, such as but not limited to copyrights, patents, concepts, techniques, inventions, designs, models, discoveries, processes, software, firmware, domain names or technical know-how.
- **“Party”** either refers to the SELLER or the BUYER and **“Parties”** refer to both SELLER and BUYER
- **“SELLER”** shall refer to Pierre Guerin and its subsidiaries, a limited liability company organized and existing under the laws of France, with its registered office located at 179 Grand Rue B.P. 40012-79210 Mauze-sur-le-Mignon, France registered in Niort under RCS n°025 980 186.
- **“Work”** or **“Works”** means the goods and/or services to be supplied as detailed in the corresponding offer of the SELLER.

1.2 Object – These General Terms and Conditions of Sales shall govern the supplies of the Works to be performed under the Contract. This document shall be part of the said Contract and deemed to have been accepted without conditions.

1.3 The offer and price of the SELLER are subject to the acceptance by the BUYER of the present General Terms and Conditions of Sales. The standard terms and conditions of purchase of the BUYER, should there be any, shall never apply except in case they have been previously negotiated and expressly accepted in writing by the SELLER.

Article 2: Tender documentation

The SELLER has based its quotation on the premises that such documents on which it has been requested to provide an offer give a fair, reliable, and sound image of the scope of the Works to be performed by the SELLER. The BUYER ensures the SELLER of the accuracy of all information and/or data supplied.

Article 3: Coming into force

3.1 The following conditions shall be gathered for the Contract to come into force:

- a) Signature of the Contract by the Parties.
- b) Actual payment of the Down payment as defined into the article 7.1 to the SELLER's bank account.
- c) Notification to the SELLER of the opening and confirmation of the letter(s) of credit in accordance with a draft agreed between the parties, when applicable.

3.2 The contractual schedule shall run from the coming into force.

Article 4: Price, currency and INCOTERM

4.1 The price provided by the SELLER is quoted in Euros (€) and shall be paid in Euros (€). The price provided by the SELLER is revisable in accordance with the modalities defined into the relevant quote. However, revised price cannot be less than the initial price.

4.2 Unless otherwise specified in the SELLER's offer, this price is to be understood FCA SELLER's factory in NIORT, FRANCE in accordance with the INCOTERMS 2020 as published by the International Chamber of Commerce.

4.3 The provisions of the article 16 apply to the whole contract regardless of the lump sum nature of the Contract price.

Article 5: Taxes

5.1 The price provided by the SELLER is quoted without any taxes (in particular any withholding taxes), duties, levies, rights, stamps of any kind whatsoever which may be due outside the French territory.

5.2 Should any foreign fiscal authority or any other entitled authority request payment, at any time whatsoever, of such taxes, duties, rights, registration fees, then the SELLER, after having provided the BUYER any evidence of the payment of the said, shall be reimbursed of the corresponding amounts by the BUYER within thirty (30) days. Should the

BUYER fail to reimburse the SELLER within the said thirty (30) days, the SELLER shall have the right to suspend the Contract.

5.3 If the BUYER is required by law to deduct or withhold any taxes, duties, rights or fees from any amount payable, the BUYER shall increase the amounts payable to the SELLER in such manner that the net amounts received by the SELLER shall be equal to the amounts originally payable, had no such deductions or withholdings been made.

5.4 The BUYER undertakes to indemnify or keep the SELLER harmless from and against any and all losses, damages, claims, costs, fees, charges and/or expenses incurred for any opening and/or closing of a permanent establishment in a foreign territory where the Works are performed and due to the duration of the onsite performance of the Works.

Article 6: Change in the laws and regulations

The SELLER's offer is based on laws and rules applicable thirty (30) days before its submission date. If, after this date, any such law (including tax law or labour law), regulation (including technical standard, rules and/or norm), ordinance, order or by-law is published, enacted, promulgated, abrogated or changed (which shall be deemed to include any change in the interpretation or the application of the said by the relevant authorities) that subsequently affects the costs and expenses of the SELLER and/or the time for completion, the corresponding time and cost impact shall be borne by the BUYER.

Article 7: Payment terms and conditions

7.1 Unless otherwise specified in the SELLER's offer, the following terms and conditions of payment shall apply:

- a) Down payment of thirty percent (30 %) of the total amount of the Contract by bank transfer with order
- b) Seventy percent (70%) of the total amount of the Contract by bank transfer following Factory Acceptance Test of the goods or provision of the goods at the SELLER's factory

7.2 Unless otherwise stated in the SELLER's offer, payment shall be made within 30 calendar days from the date of the corresponding invoice.

7.3 Any unjustified delay in the approval of the invoices presented, in payment of such invoices and/or in delivery of acceptance certificates shall authorise the SELLER to suspend its performance of the Contract after a motivated formal notice issued to the BUYER and left without sufficient effect for a period of seven (7) days. In such case the corresponding extra costs such as mobilisation, demobilisation and/or stand-by expenses shall be borne by the BUYER and the SELLER shall be entitled to an extension of time. If the suspension continues for a period exceeding one (1) month, the SELLER may at any time upon giving notice to the BUYER terminate the Contract and shall be entitled to be paid of the sums defined hereafter in Article 20.

Article 8: Bank guarantees

8.1 Bank guarantees to be issued by the SELLER shall be issued in France, with a date of validity *“at the latest”* and shall become automatically null and void if no claim has been received on or before that date, whether the original is returned or not.

8.2 They shall be submitted according to ICC URDG 758 rules. They shall neither be transferable nor assignable to a third party whatsoever.

8.3 Payment under these bank guarantees shall be made upon written demand from the BUYER including a detailed statement justifying that the SELLER has failed to perform all or part of its obligations under the Contract.

Article 9: Acceptance

9.1 The Works, or any part thereof, shall be accepted by the BUYER when: (hereinafter referred to as the “Acceptance”)

- (a) They have been completed in accordance with the Contract, except in minor respect that do not affect the use of the Works for their intended purpose; and,
- (b) They have passed the tests and/or inspections.

In such case, an Acceptance certificate shall be issued or shall be deemed to have been issued in accordance with the paragraph here below.

9.2 The SELLER may apply by prior notice to the BUYER for an Acceptance certificate of the Works, or any part thereof, not earlier than seven (7) days before the Works, or any part thereof will in the opinion of PIERRE GUERIN be ready for Acceptance.

9.3 The BUYER shall within fifteen (15) days after the receipt of the application of the SELLER either:

- (a) issue the Acceptance certificate to the SELLER, or
- (b) reject the application with reasonable and justified reasons and specify the remaining work to be done by the SELLER to enable the Purchase to issue the Acceptance certificate.

9.4 If the BUYER fails either to issue the Acceptance certificate or to justify the rejection of the application of the SELLER within the abovementioned period of fifteen (15) days, the BUYER shall be deemed to have issued the Acceptance certificate on the last day of this period.

9.5 The BUYER shall not use the Works or any part thereof unless the Acceptance certificate has been issued in respect thereof.

9.6 If nevertheless the BUYER or a third party uses the Works or any part thereof, that part which is used shall be deemed to have been accepted at such date. The BUYER shall, upon request of the SELLER, issue an Acceptance certificate accordingly.

Article 10: Risk and title

10.1 Unless otherwise specified in the SELLER's offer, the risk shall pass to the BUYER in accordance with the applicable delivery INCOTERMS.

10.2 Unless otherwise specified in the specific conditions of sales of the SELLER's quote, title of the goods shall pass to the BUYER at the latest prior to the crossing of border of the Country of destination.

10.3 However the risk of loss and/or damages arising out of a Force Majeure Event (as defined in Article 15) shall always be allocated to the BUYER.

Article 11: Variations, modifications and extra-works

11.1 No variation to the Contract and/or extra Work and/or instruction deviating to the terms and conditions of the Contract shall be performed by the SELLER unless a prior written agreement has been reached between the parties, especially in terms of cost and time impact.

11.2 To avoid any misunderstanding, any modification brought to the time schedule shall be considered as a variation.

Article 12: Late delivery

12.1 Liquidated damages, if any, shall never exceed five percent (5%) of the total and initial amount of the Contract without taxes. Liquidated Damages shall be the sole and exclusive financial remedy offered to the BUYER in terms of late delivery.

12.2 Liquidated damages shall only be applied on the amount of the delayed part of the Works.

12.3 Shall be considered as reasons allowing an extension of time any reason beyond the reasonable control of the SELLER, such as the following (such list not being limitative):

- a) Unforeseen conditions (as defined in Article 16).
- b) Delays in payment (or in the delivery of documents allowing payment) for reasons not attributable to the SELLER.
- c) Delays in review and approval by the BUYER of the design documents submitted by the SELLER; unless otherwise specified in the specific conditions of sales of the SELLER's offer, such documents shall be approved by the BUYER within 5 working days following their release by the SELLER.
- d) Delays in Acceptance (as defined in Article 9).
- e) Delays in Customs procedures for a cause not attributable to the SELLER.
- f) Variations (as defined in Article 11).
- g) Change in the laws and regulations (as defined in Article 6).
- h) Force Majeure Event (as defined in Article 15).
- i) Instructions of the BUYER, other than for a reason of a default from the SELLER.
- j) Failure of the BUYER or any of its other subcontractors or suppliers involved in the Project or engaged by the BUYER to fulfil its obligations under the Contract.
- k) Errors and/or omissions affecting the data, information and/or specifications drawn up by the BUYER and/or the client of the BUYER and/or their counsels (including any engineering company) and transmitted to the SELLER.
- l) Any suspension of the Works decided by the BUYER and/or the client of the BUYER and/or the final client, and/or rightfully decided under the Contract.
- m) Any direct or indirect consequence of a pandemic in accordance with Article 16.

Article 13: Liability

13.1 Unless in case of gross negligence or wilful misconduct, the overall liability of the SELLER shall never exceed fifteen percent (15%) of the total and initial amount without taxes of the Works concerned by the claim. Beyond such cap of liability, the BUYER commits for itself and on behalf of its insurers to waive and renounce to any claim, procedure and/or proceedings against the SELLER and its insurers in relation with any and all damages suffered by the BUYER in connection with the performance of the Contract.

13.2 Except where and to the extent that any such exclusion or limitation of liability would be unlawful, void or unenforceable at law, the SELLER (directly or through its insurers) hereto shall never be liable to

the BUYER for any indirect, contingent or consequential loss or damage (including, without limitation, loss of revenue, loss of profits, loss of contracts, loss of production, loss of image) suffered by the BUYER as a result of, arising out of, or in connection with a failure by the SELLER to perform either properly or at all its obligation under the present Contract.

Article 14: Warranty

14.1 The SELLER shall provide Works which are free from third parties patents and free from latent defects and which are in compliance with applicable regulations and best practices in light of state-of-the-art techniques and standard requirements. THE SELLER shall ensure that the Works comply with the technical specifications of the BUYER (hereafter the "Warranty").

14.2 The Warranty period shall be of twelve (12) months from the Factory Acceptance Test of the goods or the provision of the goods at the SELLER's Factory.

14.3 For the avoidance of doubt and without prejudice to any other right the SELLER may have under the Contract, at law or otherwise, the Warranty shall not apply to any:

- (a) Plant or equipment and/or materials not operated and maintained by experienced personnel of the BUYER or not in accordance with instructions issued by the SELLER.
- (b) Default as resulting from the BUYER own supplies.
- (c) Force Majeure Event or any act of a third party (such as but not limited to theft or vandalism).
- (d) Modification of the Works or any part thereof without SELLER's prior written consent.
- (e) Defect arising out of data given by the BUYER.
- (f) Defect not attributable to the SELLER.

14.4 Consumables and wear parts are excluded from the SELLER's warranty. The goods which have been replaced or repaired are not subject to any warranty extension beyond the normal warranty period.

Article 15: Force Majeure

15.1 The date and time for performance by any party of any obligation under the Contract shall be postponed automatically to the extent, and for the period of time, that the party is prevented from doing so by circumstances or combination of circumstances beyond its reasonable control (a "Force Majeure Event").

15.2 For the purpose of the Contract, a Force Majeure Event shall for example mean any act of God, war, rebellion, terrorism, insurrection, riot, disorder, national strikes, unavailability of means of transportation, commotion, epidemics, fire, earthquakes and other natural catastrophes and any compliance with any order, embargo, demand, or request of any authority having control over the impeded party.

15.3 The party prevented from rendering performance due to a Force Majeure Event must notify the other party promptly and in reasonable detail of the commencement and nature of such Force Majeure Event and the probable consequences of it and the obligations of both parties affected by this delay shall be adjusted accordingly.

15.4 Should, as a consequence of a Force Majeure Event, the Work suffer loss or damage, the SELLER shall be entitled to receive payment for the Work performed, without regard to the loss or damage that has occurred.

15.5 Should the execution of the Contract be suspended for over ninety (90) days due to a Force Majeure Event each party may terminate the Contract. In this case, the costs corresponding to the part of the Works that has been performed shall be estimated and paid to the SELLER.

Article 16: Unforeseen conditions and pandemics

16.1 If, during the execution of the Contract, the SELLER encounters any onsite physical conditions (other than normal climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract on the basis of reasonable examination of the data provided by the BUYER, and/or on the basis of information that could have been obtained from a visual inspection of the site (if access thereto was available) or other data readily available to the SELLER, the corresponding time and cost impact shall be borne by the BUYER.

16.2 The SELLER shall not be liable for any delay in the execution of the Contract due, directly, or indirectly, to a pandemic, such as but not limited to COVID-19, nor by any direct and/or indirect consequences of a pandemic. In such case the schedule of Work shall be automatically updated.

16.3 Should direct and/or indirect consequences of a pandemic have an impact on the costs of carrying out the services/Works and/or the cost of supplying the necessary equipment, supplies, liquids, and materials and/or costs of workforce, the Parties agree that the Contract prices shall be updated/revised when the services/Works are resumed.

Article 17: Economic dislocation

If during the performance of the Contract a major economic dislocation occurs so that the equilibrium of the Contract is fundamentally altered thereby and/or an excessive burden is placed on the SELLER, the parties will use their best endeavours to agree on a fair adjustment of the Contract price.

Article 18: Confidentiality

18.1 Any commercial or technical information of any kind whatsoever disclosed between the parties during the Contract, or its performance shall remain the exclusive property of the disclosing party. The party receiving the information shall only use it in the context of the order and shall promptly return it back once the order has been performed.

18.2 Unless otherwise agreed, the party receiving the information undertakes to keep it strictly confidential for five (5) years following the date of the Contract and to only provide it to employees who need such information for the purpose of carrying out the Contract; said employees are required to maintain the confidentiality of such information and under no circumstances to disclose it to third parties without having first received the prior consent of the disclosing party.

Article 19: Intellectual property rights

19.1 Any and all Background IP and Foreground IP shall at all times remain the sole and exclusive property of the SELLER.

19.2 The SELLER shall grant to the BUYER a non-exclusive, non-transferable, non-assignable, license to use the Foreground IP in the framework of the project, object of the Contract.

19.3 The Pierre Guerin trademark and signs are registered. Any reproduction of these signs, without the prior written approval of the SELLER is forbidden.

19.4 The BUYER shall indemnify the SELLER against all liabilities, costs, expenses, damages, and losses incurred by the SELLER in connection with any claim arising out of any intellectual property infringement.

Article 20: Termination

For the avoidance of doubt in case of termination of the Contract for a reason not attributable to the SELLER, the SELLER shall be without undue delay paid for:

- a) the Works performed up to the date of termination.
- b) any amounts to be paid to its suppliers and subcontractors including cancellation charges if any.
- c) the costs of satisfying all other obligations, commitments, and claims that the SELLER may in good faith have undertaken with third parties and which are not covered by the previous paragraphs.
- d) A fee of ten percent (10%) of the difference between the total price of the Contract and the sum of the costs a), b) and c).

Article 21: Embargo

The SELLER shall never be held liable for a breach of Contract in case such breach is a consequence of an obligation to comply with a legal applicable provision prohibiting, directly or indirectly, exportation or importation of good and/or services, or any transaction with specified natural or legal persons.

Article 22: Security

22.1 In the event that the employees of the SELLER would have to travel or operate in the country of the BUYER or any other foreign country, or at the site of the BUYER for the performance of the Works, the BUYER shall provide the SELLER with the safety regulations and safety requirements for its projects on the said territory or site. The parties will jointly consider all the terms under which the employees of the SELLER will be able to benefit free of charge of the same conditions as the staff of the BUYER.

22.2 In the case where the analysis would lead to the conclusion that the rules applicable by the SELLER are more stringent than those of the BUYER, the SELLER will apply its own safety rules. Furthermore, the employees of the SELLER also have the right to withdraw immediately and unconditionally if they believe that their safety and/or their health is

not ensured (including for sanitary reasons). The SELLER shall justify no later than fifteen (15) days from the exercise of this right of withdrawal providing documentary evidence and specifying if necessary, any conditions under which the exercise of this right of withdrawal may be suspended. No penalty nor indemnity shall be payable by the SELLER as soon as the withdrawal is justified. Where the exercise of this right of withdrawal is justified, the SELLER will be entitled to an equivalent extension of time.

22.3 Should the BUYER and the SELLER's opinion differ on this topic, the deterioration of the security level will be directly looked and assessed either by (i) a security warning or a risk rating change issued by the Control Risks' services of the SELLER, or (ii) by a change in the travel advice of the French Foreign Affairs ministry, or (iii) through a notification on the relevant French embassy official website.

Article 23: Ethics

23.1 The BUYER acknowledges having been aware of and agree with the Bouygues commitments in the area of ethics and sustainable development, available on the Bouygues website : [code-of-ethics-2022.pdf \(bouygues.com\)](#)

23.2 The BUYER without limitation whatsoever and wherever, (a) represents and warrants to the SELLER having respected and complied with, for a six (6) years period prior to the signing of this Contract; and (b) shall respect and comply with, for itself and its suppliers and sub-contractors; international and/or national applicable and enforceable rules, concerning:

- (a) Fundamental human rights, and in particular, to abstain from (i) using child labour or any other kind of forced or compulsory labour; (ii) any form of discrimination within their company or in relation to its suppliers or sub-contractors.
- (b) Embargos, the prohibition of arms or drug trafficking, and terrorism.
- (c) Trade, import and export licences, customs.
- (d) The health and safety of staff and third parties.
- (e) Immigration, work and/or the prohibition of illegal work.
- (f) Respecting the environment in the design, production, use and disposal or recycling of the product.
- (g) Financial criminal offences, in particular corruption, fraud, influence peddling, swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences.
- (h) Measures to combat money laundering.
- (i) Competition law.

23.3 As regard to the implementation of the Contract, the BUYER shall (i) comply with these standards, in its name and in the name and on behalf of its suppliers and subcontractors; and (ii) make its best efforts to ensure that the supply chain of its suppliers and subcontractors do the same.

23.4 The SELLER (a) shall have the right but not the obligation to ask the BUYER to prove that the commitments it took under this Article have been properly implemented; and (b) shall be entitled, but not obliged, to carry out or order audits.

23.5 Any failure to meet the obligations set forth in this Article shall constitute a default under Contract entitling the suspension and/or termination of the Contract by, and at the sole and exclusive discretion of, the innocent party, at the exclusive costs of the defaulting party, expenses and liabilities, under the terms and conditions set forth in this Contract.

Article 24: Applicable law and settlement of Disputes

24.1 French law shall be applicable, to the exclusion of its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of the 11th of April 1980 is excluded.

24.2 All disputes arising out or in connection with the present Contract shall be finally brought before the commercial courts of Paris.