

# General Terms and Conditions of Sale – EQUANS FRANCE – Edition: October 2022

## I/ Common provisions

### 1. Applicable conditions:

1.1. The provision of services (including studies, engineering, maintenance activities), the supply of goods and work (hereafter the "Services") as described in the offer or in the quotation (hereafter the "Offer") and which are carried out by an entity controlled by the EQUANS FRANCE group within the meaning of article L233-3 of the French Commercial Code (hereafter referred to as the "Service Provider"), shall be subject to these "General Terms and Conditions of Sale" (hereafter the "GTCS"). The GTCS shall constitute the basis of commercial negotiations between the Service Provider and the Customer and shall apply no matter what clauses are included in the Customer's documents and particularly their general conditions of purchase over which the GTCS take precedence. The GTCS shall also apply to all documents which make explicit reference to them. All changes to the GTCS shall require the Service Provider's express prior agreement.

1.2. The Service Provider and the Customer are also referred to individually hereafter as "the Party" or collectively as "the Parties".

### 2. Formation of the Contract – Effect of the Contract:

2.1. The formation of the Contract takes place upon acceptance of the Offer by the Customer. The Service Provider undertakes to perform the Services mentioned in its Offer wholly and exclusively.

2.2. The Service Provider's Offer is valid for a period of one (1) month unless otherwise specified.

2.3. The Contract shall enter into force upon effective payment on Service Provider's bank account of a down payment as stated in article 6.3 of the GTCS, and following gathering all other conditions precedent which may be set out in the Offer.

### 3. Time of completion:

3.1. The Services must be performed within the time of completion specified in the Offer, unless prevented or interrupted by circumstances beyond the Service Provider's control.

The starting point of the time of completion is the effective date of the Contract (see article 2 of the GTCS).

3.2. Obstructions or interruptions beyond the Service Provider's control within the meaning of article 3.1 of the GTCS, shall include, but shall not be limited to, the occurrence of circumstances within the meaning of article 13 of the GTCS, but also natural disasters, fires, floods, strikes causing the shutdown or disturbance of means of transport or essential public services, changes in the performance conditions such as for example restriction of free access to the Customer's premises or work sites or site accommodation or restriction to movement inside these premises, work sites or site accommodation.

3.3. Should the obstruction or interruption be down to the Customer, its employees or contractors, the Service Provider may require the Customer to reimburse any and all additional costs resulting therefrom, and in addition pay a fixed and definitive compensation calculated on the basis of the price of the Contract excluding VAT and per calendar day of the obstruction or interruption as follows:

- during the first thirty days: 0.5%.
- from the thirty first day: 1%.

3.4. Notwithstanding the above, if the delivery date of the equipment necessary for the performance of the Services agreed between the Parties is postponed, the Service Provider shall be entitled to invoice the Customer a monthly fee of 1.5% of the Contract Price for storage costs.

### 4. Liquidated Damages:

4.1. The principle of the application of any liquidated damages must be discussed in advance and previously defined and accepted by the Service Provider before the formation of the Contract.

4.2. The liquidated damages can only be applied if no response has been received to a formal notice. The application of the liquidated damages is in any event limited solely to events or failures which are directly and exclusively attributable to the Service Provider. The liquidated damages shall be the sole and exclusive remedy offered to the Customer in terms of delay. They must be drawn up in an invoice and cannot be deducted on any amount due to the Service Provider. In the event of acceptance of the application of liquidated damages, these liquidated damages shall never exceed, all causes combined, 5% of the Contract Price excluding VAT.

4.3. Liquidated damages for late delivery can be recovered when the overall time limit for completion is met.

### 5. Price:

5.1. Unless otherwise stipulated in the Offer, the fixed amount price as specified in the Offer (hereafter "the Contract Price") and all the prices referred to in the Offer, including those in the bill of quantities or its equivalent (together "the Prices"), shall be stated in euros, updated and revised. The prices are updated and/or revised according to the procedure defined in the Offer. The updated and/or revised prices shall not be lower than the initial prices.

5.2. The Prices are only applicable to the Offer and cannot be enforceable for the performance of additional or further orders. Unless otherwise stipulated in the Offer, the prices shall be exclusive of pro rata account expenses, site charges, inspection body charges, transport charges as well as exclusive of any obligations relating to these. The Prices have been established according to the standards, laws and legislation in force at the date of issue of the Offer. Therefore, in the event of later changes resulting in an increase in the cost of the Services, the Prices will be revised accordingly, on presentation of supporting documents.

5.3. The Contract Prices shall not include charges relating to the subscription of insurance and/or the extension of insurance guarantees specific to the Services.

5.4. The provisions of article 1195 of the French Civil Code relating to an unforeseeable change of circumstances shall apply to the whole Contract notwithstanding the fixed price nature of the Contract Price.

### 6. Payment – Delay in payment:

6.1. Payments shall be made according to the procedure laid down in the Service Provider's invoice, net and without discount.

6.2. With the exception of the down payment referred to in article 6.3 of the GTCS payable immediately, all the invoices shall be payable within 30 days from the invoice date.

6.3. Unless specific conditions set out in the Offer, the payments shall be made on the following conditions:

- for the supplies: a down payment of 30% of the amount of the Contract Price excluding VAT, and the balance on delivery
- for provision of services: a down payment of 30% of the amount of the Contract Price excluding VAT then according to monthly progress on presentation of the invoices
- for work: a down payment of 30% of the amount of the Contract Price excluding VAT, then according to progress on the basis of monthly progress statements.

6.4. If the Customer or its prime contractor delays, suspends or stops the Services, the amount of the Services performed as well as all incurred costs, shall be immediately payable, without prejudice to any compensation which may be due to repair the prejudice suffered by the Service Provider in consequence.

6.5. In the framework of a multiannual maintenance contract, the Price will be paid, unless otherwise stipulated in the Offer, annually in advance.

6.6. In the event of late payment, the Service Provider shall keep the amounts already paid acquired by way of penalties, without prejudice to damages that it may claim, and reserves the right to i.) take back the equipment and/or ii.) suspend the Services, at the Customer's risk and/or iii.) terminate the Contract after the first presentation of a formal notice sent by registered letter with acknowledgement of receipt left without response for 15 (fifteen) days.

6.7. Moreover, and without prejudice to the above, any delay in payment shall result in the immediate payment of all sums due plus interest equal to the interest rate applied by the Central European Bank to its most recent refinancing operation increased by 10 percentage points, calculated per calendar day up to the effective date of full payment. Late payment penalties are payable without formality.

6.8. Pursuant to articles L441-10 and D441-5 of the French Commercial Code, any delay in payment shall automatically result in the payment of a fixed indemnity of €40 to compensate for recovery costs, without prejudice to an additional compensation due for recovery costs if this lump-sum compensation is exceeded.

### 7. Liability:

The Service Provider's liability is limited to the compensation of only duly justified direct and certain damage, caused by its fault and/or its negligence and/or that of its personnel to the Customer, to the exclusion of all indirect and intangible damage such as loss of production and operations, loss of profit and income, loss of image, loss of earnings, suffered by the Customer. In addition and unless provided for by public policy or contractual provisions, its liability shall be capped, for all causes combined, to the total amount of the Contract excluding VAT. In any case, the Service Provider's liability, all causes combined, shall never exceed 1.5 million (one million five hundred thousand euros). Notwithstanding the foregoing, where the amount of the Contract is less than 100,000 (one hundred thousand euros), such cap shall be limited to 100,000 (one hundred thousand) euros, for the duration of the Contract. For multiannual contracts, the Service Provider's liability cap shall be calculated in relation to the relevant current year's contractual amount. The Customer shall waive and undertake to have its insurers waive any rights, claims, recourse against the Service Provider and its insurers beyond the maximum limits and restrictions stipulated above.

### 8. Settlement of Disputes:

In the absence of an amicable resolution, and without prejudice to the provisions of Article 48 of the French Code of Civil Procedure, any dispute relating to the interpretation, purpose and/or performance of the Contract shall be submitted to the competent court in the jurisdiction in which the Service Provider has elected residence in its Offer, or, in the absence of such a specification, in the jurisdiction in which the services and/or work are performed or the goods and equipment are delivered, to the exclusion of all other jurisdictions, including in the event of multiple defendants and activation of guarantees.

### 9. Intellectual property:

Unless otherwise stated in the Contract, the Service Provider shall retain the full and entire ownership of the documents, studies, drafts, drawings, estimates, prices, methods, software, software tools and technical media demonstrating its expertise supplied by it to the Customer, even if they were drawn up in collaboration with the latter. The Service Provider may request their return in due course and the Customer shall not reveal them or communicate them to third parties without the prior written agreement of the Service Provider. In case of disclosure without prior written consent of the Service Provider, the latter shall be entitled to claim damages to the Customer.

### 10. Confidentiality:

Each Party undertakes to maintain the confidentiality of all the information and documents which it gained knowledge of during the negotiation of the Offer and performance of the Contract, whatever the type (technical, financial, commercial, or other) and the form (oral or written, in draft or finalised form, readable by man or by machine). The information which is in the public domain at the time of its disclosure or which would have come into the public domain later without the fault of one of the Parties, are not considered as being confidential.

### 11. Ethics – environmental and societal responsibility:

Each of the Parties recognises that it has been informed of and commits to act in compliance with the commitments of the EQUANS Group, in the ethical environment and societal responsibility domains as defined in EQUANS' guidelines applicable in this regard and published on the website <https://www.equans.com>. The Parties undertake to implement rules and procedures in their respective entities to ensure compliance with the obligations set out in this article and to carry out regular assessments. Any violation of the stipulations of this article by the Customer constitutes a breach of contract which shall entitle the Service Provider to suspend and/or terminate the Contract on the grounds of the exclusive fault of the Customer, without prejudice to the Service Provider's right to claim damages from the Customer.

### 12. Personal data:

The Parties undertake, each in as far as it concerns it, to comply with the obligations and requirements of the European 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 ("General Data Protection Regulation"), of law No. 78-17 relating to information technology, files and liberties as amended, as well as all and any legislation or regulations relating to the protection of personal data ("Personal Data") applicable to processing in the framework of the Contract.

In the framework of the Service Provider's business activities, the Service Provider shall carry out, as data controller, the processing of Personal Data, the purpose whereof is to allow the management and monitoring of the performance of the order or the Contract (including in particular invoicing and debt recovery). The use of the Personal Data is absolutely necessary for the performance of the Contract or is related to the Service Provider's legitimate interest in managing the sales relationship binding it to the Customer. The persons concerned by this processing ("Data Subject") are the Customer's representatives and personnel responsible for the negotiation, drawing up and/or performance of the order or the Contract.

The Service Provider can also continue the data processing for the purposes of commercial prospecting by electronic means. In this regard, the Service Provider undertakes to only use the professional contact details of the Data Subjects in order to offer products or services which may be of interest to the Customer as long as these products or services are directly related to the posts occupied by the Data Subjects.

The retention of Personal Data shall be limited to a period of five (5) years from the end of the commercial relationship between the Service Provider and the Customer and possibly for a period extended by three (3) years from the last contact between the Service Provider and the Data Subject.

The Personal Data processed shall be for use by the Service Provider's internal services, its service providers, companies that are members of the Service Provider's group and third parties authorised by virtue of a legal or regulatory provision.

Some Personal Data may be subject to occasional processing by certain service providers located outside the European Union. These service providers have made a contractual undertaking to carry out processing of the data in compliance with European Union legislation and with French regulations.

The Data Subject shall, in the conditions laid down in the regulations in force, a right of access, query, rectification, erasure, restriction and portability of his or her Personal Data. He or she also has the right to object to the processing of his/her Personal Data on legitimate grounds. To exercise these rights, he or she has to send a request to the following e-mail address: [privacy.france@equans.com](mailto:privacy.france@equans.com) or by post for the attention of the EQUANS Legal Department: Direction Juridique EQUANS (6<sup>e</sup> étage) 49-51 rue Louis Blanc – 92400 COURBEVOIE – France. All requests must be accompanied by proof of identity. The Data Subject can also make a claim to the CNIL (French Data Protection Authority).

### 13. Safeguard:

The Service Provider shall never be liable for delays and/or default in performing the Contract nor for not achieving the performance objectives, and more generally for not complying with its contractual obligations, nor for any extra costs (including inflation), attributable, directly or indirectly, to one of the causes defined hereafter as "Circumstances", insofar as the Service Provider could not foresee at the date of the drawing up of the Offer, the type, the extent and/or the effects and the duration of the Circumstances.

Within the meaning of this article, "Circumstances" means any major event whether or not it is known at the date of drawing up of the Offer, such as in particular, without this list being exhaustive, any armed conflict declared or not declared, act of terrorism, international geopolitical crisis, political conflict, cyber-attack, economic crisis, pandemic or health crisis, and also an increase in the price, scarcity or shortage of raw materials, components, fluids, energy in any form whatsoever or any other related element.

As a consequence, the Service Provider shall be entitled not only to pass on to the Customer the additional costs (including inflation) directly or indirectly related to the Circumstances but also to obtain an extension of the time limit(s) for any delay, as well as an exemption from any liability in the event of non-achievement of the performance objectives or non-performance of its obligations.

Where applicable, the Parties:

- shall examine in good faith the consequences of these Circumstances, including the financial consequences, the time for completion or the performance
- and shall agree, by means of amendment or in any other form of written agreement, the terms and conditions for extending the time for completion and/or covering in whole or in part, the additional costs resulting from these Circumstances on the basis of supporting documents provided by the Service Provider.

Should no agreement be reached regarding the type and extent of the adaptations/changes to be made to the Contract within a period of one (1) month from the first meeting, the Contract may be terminated by the Service Provider. The payment of the Services performed by the Service Provider up to the termination date shall be paid by the Customer, as well as all costs and expenses already incurred or committed by the Service Provider as a result of the Circumstances.

## II/ Special provisions for services/work

### 14. Practical performance conditions:

14.1. The content of the Services is strictly limited to the description set out in the Offer.

14.2. Should the Services be combined with studies, services and/or work by other companies, the Service Provider's obligation shall be limited to providing the Customer with the information allowing it to involve these companies to perform the services and/or work. The technical coordination shall remain the Customer's responsibility.

14.3. The Customer shall be responsible for placing and maintaining the site where the services or works shall be performed at Service Provider's disposal, and responsible for ensuring that they shall remain available and accessible for the Service Provider. The Customer shall also be responsible for providing water, electricity and all other fluids, and all storage areas or all areas necessary for the performance of the Contract.

14.4. Unless otherwise specified in the Offer, the Service Provider's obligations are "obligations de moyen" under French Law (i.e. best endeavours obligations). Consequently, the performance periods and maintenance intervention dates are given for information purposes only.

14.5. The Customer shall pronounce the acceptance of the work Services on completion of the Services, and shall provide the Service Provider with an acceptance certificate. However, if the Customer has not pronounced the acceptance, the Services are considered to have been tacitly accepted on the first of the following dates:

- The day of the first use of the Services by the Customer
- 15 (fifteen) days after receipt by registered letter with acknowledgement of receipt of the notice of the completion of the Services sent by the Service Provider.

14.6. The completion of Services shall be considered to have been accepted by the Customer after they have been performed, unless a formal complaint has been lodged, without delay on the Customer's part.

14.7. Unless otherwise specified in the Offer, the Customer shall carry out all management and traceability of the waste generated by the Services, with the exception of the waste from the supplies which the Service Provider is the owner of.

14.8. If the Service Provider considers that the conditions of access to the Customer's facilities or the ways and means of carrying out the Services present a danger, jeopardizing or likely to jeopardize the safety of property or persons and/or the health of persons, the Service Provider shall inform the Customer. For the sake of clarity, the failure of the Service Provider to inform the Customer shall not release the Customer from any liability with regard to the conditions of access and/or the ways and means of carrying out the Services. In addition, if the Service Provider considers that a situation is dangerous for property and/or for the health or safety of persons, the Service Provider shall be entitled, without liability, to suspend the performance of the Services. In any event, the Customer shall be responsible for implementing, at its own expense, all necessary measures to eliminate any dangerous situation.

### 15. Standard (Afnor) NF P 03-001:

The works are subject, depending on their nature, to the Afnor standards, and particularly to the most recent version of the standard NF P 03-001, except for the provisions of these standards from which the GTCS derogate.

## III/ Special Provisions for supplies

### 16. Warranty:

16.1. Without prejudice to the application of the public policy rules (mandatory regulation), the Service Provider shall guarantee its supplies against all hidden design or manufacturing defects which would render them unfit for the purpose for which they were designed for a period of one year from delivery.

16.2. However, the warranty obligation shall be expressly limited to the repair or, at the Service Provider's discretion, the replacement of its supplies (excluding the costs of dismantling, transport, assembly, travelling), and to the exclusion of any other compensation for any reason whatsoever, including direct, indirect or intangible prejudice. In case of replacement, the defective parts shall be returned to the Service Provider and will become its property.

The Warranty does not cover:

- replacement or repair resulting from normal wear, deterioration, accidents, negligence, lack of monitoring or maintenance (normal maintenance of the supplies is not included in the warranty and gives rise to a separate maintenance contract), or use unsuitable for the purpose, or defects due to an incorrect energy supply or unsuitable storage;
- defects arising either from the raw materials supplied by the Customer, or from a design imposed by the Customer;
- failure to follow the instructions for use and maintenance, or putting into service;
- incidents relating to accidental events, force majeure events or a natural cause;
- the equipment located upstream or downstream or existing equipment into which the supplies are incorporated;
- any other cause that the Service Provider could not reasonably have foreseen or which it could not have prevented the effects.

### 17. Ownership reservation:

17.1. It is expressly agreed that, until full payment of the principal and other charges, which is the sole event triggering the transfer of ownership:

- The supplies, whether they are installed or not, remain the Service Provider's property by deviation from articles 546, 551 et seq. and 712 of the French Civil Code.
- The supplies delivered are under the care and custody of the Customer that assumes all related risks.

17.2. As a consequence, the Customer shall not be entitled to carry out any act of disposal with respect to the supplies delivered which have not been completely paid for, or make any transformations, changes or alterations to the supplies, or take any measures which may affect the identification or isolation of the supplies, without the Service Provider's prior express authorisation.

17.3. Until full payment has been made, without prejudice to other rights and to the provision of article 6 "Payment – Delay in payment", the Service Provider may, even in the event of a collective insolvency proceedings by the Customer, require the return of the supplies at the Customer's expense, without any other formality than a formal notice sent by registered letter with acknowledgement of receipt.