

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE – ENFORCEABILITY

These General Terms and Conditions of Purchase ("GTCP") shall apply to orders ("Orders") placed by the customer ("Customer") with suppliers and/or service providers ("Company") for Orders of products and/or services, as defined in each Order or contract, it being specified that the Order is subject to: (i) any provisions of the special conditions (formalised by a purchase order and/or any other document attached to this order, negotiated and accepted by the parties), (ii) the GTCP and (iii) the Company's general terms and conditions of sale and/or service.

In the event of any inconsistency between these documents, which together form the contract, the order of precedence shall be as set out above.

2. ORDERS

The Customer is bound by any Order signed by one of its representatives authorised to issue Orders. Orders placed verbally or by telephone are only valid if they are confirmed in writing, including by electronic means.

The Company owes the Customer a duty to advise and inform it about the products and/or services covered by the Order.

The Company shall formally acknowledge receipt of the order form within a maximum of 2 business days from receipt thereof, which shall constitute acceptance, unless the terms of the Order are modified.

In the absence of formal acceptance of the Order, the commencement of performance of the Order or the presentation of an invoice shall constitute a contract and acceptance of these general terms and conditions, of the special terms and conditions of the Order and of other contractual documents.

If the Company wishes to make changes to the Order, the Company must notify the Customer in writing within 2 business days following receipt of the Order.

Any changes must be accepted in writing by the Customer. Otherwise, the requested changes shall not be enforceable against the Customer.

3. ORDER PERFORMANCE TERMS

3.a) The Company shall deliver the products and/or perform the services together with, where applicable, the relevant documentation (delivery note, technical data sheet, safety data sheet, plans, etc.) in accordance with the conditions set out in the Order and the regulations applicable to those products and/or services and to the place of receipt (constraints relating to delivery locations, performance deadlines, characteristics, quality, quantity, standards, certification, testing, etc.). The Company must immediately inform the Customer of any event that could affect the performance of the Order. The performance deadlines are mandatory and may only be amended with the Customer's written consent. The Customer reserves the right to refuse any early delivery.

In the event of non-compliance with these deadlines for products and/or services of the Company that are integrated into the own products sold and/or services performed by the Customer, if penalties are imposed on the Customer by its own client, such penalties shall be reimbursed by the Company to the Customer, upon presentation of supporting documents, up to the value of the item sold and/or the service provided. The Customer may, on the sole basis of the delay, apply delay penalties in an amount equal to 0.5% of the full amount of the Order per calendar day of delay, capped at 10% of the value of the Order, without prejudice to any damages. Beyond this cap, the Customer reserves the right to terminate the Order in accordance with the provisions of Article 12 below, without prejudice to its right to be indemnified for any damage resulting from such termination (in particular reimbursement by the Company of production losses, induced costs and/or penalties imposed on the Customer by its own customers).

3.b) Unless otherwise stipulated, the Incoterm applicable to the supply of products is DDP (Delivered Duty Paid) according to ICC Incoterms® 2020.

3.c) The Company must have sufficient, appropriate and necessary equipment resources (tools, test benches, etc.) and human resources (qualified personnel, etc.) to perform the Order. Where applicable, the Customer shall make available to the Company the facilities and services (premises, electricity, etc.), equipment and tools necessary for performance of the Order. For supplies of products and/or performance of services on the Customer's site, the Customer shall grant the Company access to said site (with necessary authorisations), give it the applicable site rules (including opening days and hours) and inform it of all obligations applicable to its intervention on site (in particular health, safety and environmental rules). The Company undertakes to comply with and ensure compliance with the health, safety and environmental obligations applicable on the Customer's site.

3.d) The Company shall provide the documents required by regulations governing regulated activities and in the context of combating illegal work and fraud relating to secondment.

For performance of the Order, the Company shall apply the regulations in force in terms of health, safety and the environment (in particular Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorisation, and restriction of chemicals (the "REACH" regulation), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), electrical authorisation, etc.).

The Company undertakes to communicate all regulatory documentation via the "*Attestation Légale*" platform, preferably, or via an equivalent platform referenced by the Customer, to grant access to the Customer to such platform and to keep its user account active and up to date for the entire duration of the contract.

3.e) Title and risk shall pass upon delivery of the Order.

No retention of title clause may apply without the Customer's written consent.

Delivery of the Order shall be evidenced by a document signed by the Customer, certifying the arrival of the products at their destination and/or the completion of the services.

The products and/or services must be free from any apparent and/or hidden defects.

The Customer reserves the right to raise in writing any objection or claim relating to the proper performance or conformity of the delivered Order ("Reservations").

In the event of Reservations, the Company shall supply and/or perform the services necessary to removal of outstanding Reservations within 8 calendar days from delivery of the Order.

The Customer reserves the right to refuse the whole or part of the Order in the event of non-compliance, return of the products shall then be at the Company's sole expense and risk.

4. PRICES – INVOICING TERMS

The prices agreed between the parties are stated in euros, exclusive of taxes, firm and non-revisable.

Unless otherwise stipulated in the Order, the prices include in particular all costs relating to performance of the Order (packaging, storage, stowage, loading, transport, unloading, insurance, etc.).

The Company shall issue and send invoices within the time limits and with all the mandatory particulars provided for by regulations, as well as the complete references of the Order. They shall be sent without delay to the billing address specified by the Customer.

5. PAYMENT TERMS

Payments shall be made in euros by bank transfer within a period of 45 days, end of month, or, in the case of periodic invoices, 45 days from the invoice issue date.

Unless otherwise stipulated, payment of Orders shall not give rise to any advance, deposit or down payment and shall be made net and without discount.

The Customer is authorised, without further formalities, to set off, up to the corresponding amount, the Company's receivables against the Customer with any sums that the Company owe the Customer for any reason whatsoever (penalties, etc.).

In the event of late payment, the Company shall charge the Customer, as of right and without the need for prior formal notice a late payment penalty equal to three times the legal interest rate in force, on the unpaid amounts as from the due date, as well as the statutory €40 recovery fee.

The Company undertakes to communicate its bank details and to comply with the Customer's internal verification and validation process and system in this regard.

6. WARRANTIES – LIABILITY

The Company has an obligation of result with respect to the delivery of the product and/or service ordered.

In addition to the statutory warranties, the Company warrants that it will successfully complete performance of the Order in accordance with best practices, applicable standards and regulations, and the deadlines, conditions, and requirements set out in the Order.

Unless otherwise stipulated, and except for the warranty against hidden defects and the French ten-year warranty applicable to works or to Structural Elements Involving Joint Liability ("*Éléments Pouvant Entraîner la Responsabilité Solidaire*" (EPERS)), the Company contractually warrants the products and/or services for a period of at least 24 months from delivery/removal of Reservations.

The Company undertakes to repair or replace the whole or part of the purpose of the Order in the event of any error, defect, poor workmanship, apparent or hidden defect, at the Customer's first request and at no cost for the latter.

The repaired or replaced item must be covered by the same conditions of warranty and for a new period of 24 months from the date of completion of the repair or replacement.

If the Company fails to comply with the above provisions within 3 business days following receipt of the Customer's request, the Customer shall be entitled to carry out the repairs or have them carried out by a third party at the Company's cost and risk.

The Company shall be held liable and undertakes to bear all direct and indirect financial consequences resulting from damage of any kind caused to persons and/or property in the context of the Company's performance of its obligations under the Order.

7. INSURANCE

The Company undertakes to take out and maintain, at its own expense, the insurances necessary for its business with a sufficient level of cover, with reputable solvent insurance companies, in particular:

- civil liability insurance to cover liability that it may be incur as a result of bodily injury, property damage, or consequential loss, regardless of their origin, caused to the Customer or to any third party during and after performance of the Order,

- insurance covering its ten-year civil liability in the event of works falling under Articles 1792 et seq. of the French Civil Code and in the event of the supply of EPERS.

The Company undertakes to provide the Customer with corresponding valid insurance certificates.

8. CONFIDENTIALITY

All information, and its medium, concerning the Customer and/or communicated by the Customer to the Company and/or generated by the performance of the Order ("Results") is confidential. The Company undertakes not to disclose them to third parties, except with the Customer's prior written consent, during performance of the Order, and unless otherwise stipulated, for a period of three years following receipt of the Order.

The Company undertakes to take all measures to ensure not to breach this confidentiality and to ensure compliance by its employees, suppliers, service providers, and subcontractors to whom the communication of information shall have been authorised by the Customer under the above conditions.

The Company undertakes not to reproduce or use such information except to the extent strictly necessary for performance of the Order. It shall return it after performance of the Order.

9. OWNERSHIP AND INTELLECTUAL PROPERTY

The Customer is the owner of all documents and other media (studies, plans, preliminary designs, technical solutions, etc.) provided or sent to the Company, and those produced in connection with the performance of the Order, even if they were produced with the Company's collaboration. The Customer is the owner of the corresponding intellectual property rights. The Customer has a free and royalty-free right to use, reproduce and represent, over all information and media communicated by the Company and belonging to it, as well as over the corresponding intellectual property rights, to the extent strictly necessary for performance of the Order and for the exploitation of the results.

The Company warrants to the Customer that the Company holds the intellectual property rights necessary for performance of the Order and shall hold the Customer harmless from any third parties claim resulting from infringements of their intellectual property rights.

10. PROTECTION OF PERSONAL DATA

Each party to the contract, its group companies, or its own service providers may process personal data (name, title, position, email/delivery address, etc.) necessary for communication between the parties, to conclude and perform the contract, and to meet regulatory obligations.

Such data shall only be retained only for the period necessary to fulfil these purposes, plus, where applicable, the time necessary to guarantee the exercise or the defence of legal actions.

Each party has, vis-à-vis the other party, a right of access, rectification, transferability and erasure of its personal data, a right to restrict their processing or to object for legitimate grounds to the processing of such data. the Company may exercise its rights by sending an email to the following address: rgpd-route-reseaux@vinci-construction.com. Similarly, the Company must provide the Customer with the email address at which the Customer can exercise its rights.

For any further information or complaints, each party may contact the French Data Protection Authority (*Commission Nationale de l'Informatique et des Libertés* (CNIL) - www.cnil.fr).

11. COMPLIANCE - ETHICAL, SOCIAL, ENVIRONMENTAL AND SOCIETAL PRINCIPLES

VINCI has adhered to the UN Global Compact and the Customer, subsidiary of the VINCI group, is committed to applying its principles. Furthermore, the Customer complies with the principles set out in VINCI's reference documents: Manifesto (<https://www.vinci.com/en/vinci-manifesto>), Code of Ethics and Conduct (<https://www.vinci.com/publi/manifeste/eth-2025-07-en.pdf>), Anti-Corruption Code of Conduct (<https://www.vinci.com/publi/manifeste/cor-2025-07-en.pdf>), Guide on Human Rights (https://www.vinci.com/publi/manifeste/vinci-guide_on_human_rights-en.pdf), declaration on Essential and Fundamental Actions in Occupational Health and Safety (<https://www.vinci.com/publi/manifeste/sst-2017-06-en.pdf>), Subcontractor Relations Guidelines (<https://www.vinci.com/publi/manifeste/cst-en.pdf>), Guidelines All-Round Performance of Purchasing Partners (<https://www.vinci.com/sites/default/files/medias/file/2025/03/charte-de-performance-globale-en-070724.pdf>), Environmental Guidelines (<https://www.vinci.com/publi/manifeste/dir-env-2023-12-en.pdf>) available on VINCI's website at the aboved-mentioned URLs:

Performance of the Order entails the Company's full commitment to comply with the principles of the above-mentioned reference documents, as well as with the regulations referred to therein.

In order to enable the Customer to carry out all ethical, social, environmental and societal assessments, the Company undertakes to respond to any questionnaire and to provide all supporting documentation, in particular in the context of the internal assessment system implemented within the group to which the Customer belongs for the assessment of third parties' situations, both in the pre-contractual phase and during the contractual phase and periodically (in particular where the contractual relationship extends over time, in case of changes in regulations and/or principles, or in the event of significant change in the Customer's situation, etc.). The Company undertakes to submit to audits and checks for the assessment of its performance, particularly in social, environmental and societal matters. The Company shall regularly provide indicators in order to implement continuous monitoring of the management of the corresponding risk.

Given that the respect of compliance rules is of the essence, if an assessment reveals one or more non-compliance, one or more risks, or one or more discrepancies between the Company's situation and the level of compliance with the above principles, the Customer may, depending on the seriousness of such non-compliance, risk or discrepancy, require the Company to implement corrective actions (remediation measures, etc.) within a prescribed period, or immediately terminate the contract by registered letter with acknowledgment of receipt, without prior formal notice and without delay, in accordance with applicable regulations.

As part of the whistleblowing system for collecting and processing reports, the Company may report any breach of regulations or conduct contrary to the principles set out in the above-mentioned documents:

- by email to the following address: signalement.route-reseaux@vinci-construction.com,
- or via the VINCI Integrity platform (vinci-integrity.com).

12. TERMINATION

In the event of a failure or breach by the Company of any of its obligations, the Customer may terminate the contract, as of right, after formal notice sent by registered letter with acknowledgment of receipt remained without effect after a notice period of 8 business days, without further formality, without indemnity and without prejudice to any damages to which it may be entitled.

By way of exception to the foregoing, in the event of force majeure or material breach by the Company, the Customer may apply a reduced notice period or proceed with immediate termination of the contract by registered letter with acknowledgment of receipt without prior formal notice and without notice in accordance with regulations.

13. LANGUAGE OF THE ORDER - GOVERNING LAW - DISPUTE RESOLUTION

The language of the Order is French.

These terms and conditions are governed by French law, to the exclusion of conflict of law rules.

FAILING AMICABLE SETTLEMENT, ANY DISPUTE SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS.