

This document sets out the general terms and conditions governing the sale by the company ("Company") to the customer ("Customer"), of products and/or the performance of works/services (construction, installation, maintenance, rental and/or collection and processing of data, etc.) and/or the sale of data-related deliverables (including computer files). By placing an order, the Customer accepts these terms and conditions, which constitute the sole basis for negotiation between the parties. The Customer's general terms and conditions are excluded.

1. FORMATION OF THE CONTRACT

The contract ("Contract"), which may be concluded electronically, means the contract/procurement agreement between the Company and the Customer and includes, without limitation, the following documents: (i) the order acceptance, to which are attached or included the specific terms agreed between the parties (such as the quotation), (ii) these general terms and conditions, and (iii) the technical specifications issued by the Customer and accepted by the Company. In the event of any inconsistency or conflict between the provisions of one or more contractual documents, the order of precedence shall be as set out above.

Any information contained in the Company's catalogs/brochures is provided for information purposes only. The Company reserves the right to make any changes at any time to the characteristics of the items listed therein, without being obliged to implement such changes to products already on order.

Unless expressly agreed otherwise by the Company, the validity period of the Company's offer for the conclusion of the Contract is limited to 30 calendar days from the date of dispatch.

The Company reserves the right to refuse Customer orders: (i) where the Customer does not submit to the compliance and integrity assessments set out below and/or does not comply with the applicable rules; (ii) where the Customer does not submit to the Company's internal procedure and system for verification, limitation and validation of Customer solvency, including mechanisms that may limit the level of financial exposure with the customer and/or does not provide sufficient evidence of solvency; (iii) where the Customer fails, when applicable, to submit to the Company's internal process and system for verification and validation of bank details; (iv) where the Company's production capacity for products/performance of works or services is exceeded, or in the event of a production shutdown, or the unavailability of production tools due to maintenance. Any order for spare parts will only be delivered in the minimum quantities provided for in the standard product packaging.

The Company shall only be deemed bound to the Customer as from the signature of the Contract by both parties, or upon communication by the Company of its written acceptance of the Customer's order or, upon issuance of an invoice to the Customer. Any request to amend the Contract shall only take effect after both parties have signed an addendum to the Contract or following a written acceptance by the Company specifying out, in particular, the resulting changes in prices and/or deadlines.

2. DELIVERY/PERFORMANCE PERIODS – TERMS OF PERFORMANCE

Delivery and/or performance periods are given for indicative purpose only and will be confirmed by the Company in its acceptance of the order. The Customer may not, under any circumstances, invoke a delay in delivery/performance to cancel its order, refuse the products and/or works/services, fail to perform its obligations or claim damages.

These periods shall be automatically extended (i) in the event of bad weather conditions, strikes, riots, epidemics, measures imposed by public authorities, any incident or accident, or, more generally, any force majeure event resulting in a delay in whole or in part in the delivery of products or deliverables and/or the performance of works/services; (ii) for as long as all delivery or performance conditions not dependent on the Company are not fulfilled. Any delay exceeding three months arising from a cause external to the Company may result in termination of the Contract by the Company, without compensation.

The Company shall be released from all obligations in the event of force majeure preventing on a permanent basis the manufacture or delivery of the products or deliverables and/or the performance of the works/services, in which case the Contract shall be automatically terminated without compensation.

The quantities of products or deliverables ready for delivery, as well as the portion of works/services already performed, up to the date of termination, must be accepted and paid for by the Customer.

The Customer shall provide the Company in due time with all plans, documents or other information necessary for performance of the Contract. Under no circumstances shall the Company be held liable for any error, in particular in design, manufacture or execution, resulting from a defect in the plans, documents or information provided by the Customer.

For works/services performed on the site designated by the Customer, the Customer undertakes to facilitate the Company's access to the site, to provide it with all access authorisations and site or construction site regulations, and to inform it of all obligations incumbent to the Company arising from the application of regulations concerning contractors' intervention on the site and to provide it with all relevant documents (general coordination plan, prevention plan, safety protocol, traffic plan, etc.). The Customer shall provide, at no cost to the Company, all facilities and services (offices, electricity, etc.) and all equipment, tools, and devices (other than those supplied by the Company under the Contract) necessary for the performance of the works/services carried out on site. After use, all such items shall be returned to the Customer. The Company shall not be liable for normal wear and tear and/or for any damage resulting from their reasonable use thereof.

3. DELIVERY, TRANSPORT/CARRIAGE, TRANSFER OF RISKS, ACCEPTANCE/ADMISSION OF WORKS/SERVICES, RETENTION OF TITLE

Unless otherwise stipulated:

- Delivery of products shall be deemed to occur upon availability at the Company's and/or its suppliers' or subcontractors' relevant plant, branch or site in accordance with Incoterm Ex Works (EXW), as defined by the ICC Incoterms ® 2020 edition.
- Delivery of deliverables shall be deemed to occur on the date of dispatch (by email, download, post mail, etc.) by the Company to the Customer.

All transport/carriage, insurance, customs, duties and handling operations shall be the responsibility of the Customer and carried out at its expense.

Where the shipment is arranged by the Company, products shall be delivered under the Incoterm Carriage Paid To – CPT ICC Incoterms ® 2020 (delivery upon handover to the carrier). Shipment shall therefore be made freight collect, at the lowest rates, unless expressly requested by the Customer, and in all cases under the Customer's sole responsibility. Risk of loss of and/or damage to the products or deliverables shall be borne by the Customer as from the date (i) of availability of products at the plant/branch/site for EXW deliveries, or the date of handover to the carrier for CPT deliveries, (ii) of dispatch of the deliverables from the Company's site, notwithstanding any retention of title clause.

In the event of failure by the Customer (i) to collect the products at the agreed place and date, (ii) to collect or download the deliverables at the agreed site and date, the Customer remains obliged to make the payments provided for in the Contract and reimburse the Company for the costs and expenses related to such failure (such as storage costs for the products, which shall be stored at the Customer's sole risk).

The Customer must check the products or deliverables upon arrival and make all necessary reserves and comments (for products, on the transport document) in order to allow any recourse against the carrier/third party in charge of carriage, in the event of shortage, loss or damage to products, or in the event of damage to the deliverables related to transport and, where applicable, to obtain from the latter compensation for the damage suffered. No claim for apparent defects will be accepted by the Company if the Customer has failed to comply with the above obligations and has not informed the Company in writing within 24 hours of delivery/download of any shortage, loss, damage or harm related to carriage.

No product may be returned without the Company's prior written consent. Unless otherwise stipulated, any authorised return shall be made at the Customer's expense, risk and peril.

Acceptance of the works/services shall be declared jointly, by the Customer in the presence of the Company upon completion of the works/services and shall give rise to the issuance of a handover certificate signed by the Customer and the Company. Failing such certificate, tacit acceptance shall occur 10 calendar days after the date of the completion report for the works/services sent by the Company to the Customer, or, in the absence of such completion report, on the day the Customer takes possession of the structure/results of the works/services, even if the price has not been paid in full. For services including deliverables, admission or acceptance shall be declared upon completion of the services and after prior verifications resulting in a decision of admission or acceptance of the services and deliverables signed by the Customer and the Company. Failing such signature, tacit acceptance shall occur 10 calendar days after the date on which the corresponding deliverables are dispatched to the Customer, even if the price has not been paid in full.

If the performance of works/services and/or services with deliverables gives rise to reserves by the Customer, these must be stated in the handover certificate and, in the case of tacit acceptance, by registered letter with acknowledgment of receipt sent to the Company within 10 calendar days of: (i) the date of the completion report for the works/services, or (ii) the date of dispatch of deliverables for services with deliverables. After this period, no claim will be accepted.

The Company retains ownership of the products (delivered or supplied as part of works/services) or of data and deliverables (delivered as part of services), until full payment by the Customer of all sums due under the Contract.

4. WARRANTY – LIABILITY

The products, works/services and/or deliverables are deemed accepted by the Customer at the place and time of delivery/acceptance/admission as defined in these terms and conditions, insofar as the Customer has not raised any claim/reservation for apparent defects in accordance with the preceding article. No claim/reservation for apparent defects will be accepted after the expiry of the period set out in the preceding article hereof.

The Company only warrants manufacturing, design or implementation defects or faults that render the products, works/services or deliverables unfit for their contractually intended use. The warranty is excluded in the event of: (i) normal wear and tear; (ii) defects arising from materials or parts whose supply or use has been imposed by the Customer, or defects resulting from erroneous information and/or requests from the Customer, or from a design or method imposed by the Customer; (iii) modifications to the

products, the structure or the result of the works/services by the Customer without the Company's authorisation; (iv) deterioration of the above-mentioned items or deliverables due to negligence, lack of supervision, defective or poor maintenance, mishandling, or non-compliant storage, or non-compliant use attributable to parties other than the Company; (v) change of intended purpose; (vi) installation of the products by the Customer itself or a third party without the Company's consent; (vii) installation of spare parts sourced from third parties.

The warranty is limited, at the Company's sole option, to:

- the replacement of the defective product only or its repair, at the original place of delivery,
- the correction of the defective, poorly performed or unperformed portion of the works/services and/or the replacement of the defective deliverable (to the exclusion of any damages, carriage costs, etc.) at the original place of delivery,

to the exclusion of any damages and costs of any kind whatsoever (transport, carriage costs, handling, assembly, disassembly, etc.).

The Company warrants that the works/services are performed with the level of care customary in its profession and in accordance with applicable best practices, standards and regulations. For works/services carried out on a custom basis or in accordance with specifications, the Company warrants solely performance in conformity with the dimensions, tolerances and specifications communicated in writing to it by the Customer (subject to feasibility).

The Company warrants that the deliverables are legible and compliant with the format agreed between the parties. Where the initial data is supplied by the Customer and the non-compliant performance does not arise from an inherent defect in such data, the Company may, at its option, either issue a credit note corresponding to the price of the services not performed, or re-perform the services correctly using the data made available to it by the Customer.

Unless otherwise agreed, the Company shall only be liable for the loss or damage of parts, materials, equipment, tools, data, implementation elements (plans, etc.) or any other property entrusted to it, where it is established that the Company has committed a serious breach of prudence and diligence normally required for work of this type.

The above provisions constitute the entirety of the Company's obligations under the warranty.

The Company, its subcontractors, suppliers, agents, and employees shall be exempt from all liability for indirect and/or intangible losses such as unavailability of facilities, interruption of production or services, loss of profits or revenue suffered by the Customer and/or the end user. Furthermore, the Company's aggregate liability under the Contract, regardless of the cause or nature thereof, shall not exceed the amount of the Contract. If the Contract provides for delay or performance penalties, these shall be exclusive of any other remedy to which the Customer may be entitled as a result of the delay or failure to achieve performance and, unless otherwise stipulated, may not exceed 10% of the Contract amount excluding tax.

The Customer assumes full responsibility for the use it makes of the products, deliverables and data purchased from the Company, or of the structure or results of the works/services performed by the Company. It shall in no event be held liable for damages of any kind whatsoever, where such damage is the consequence of, in particular: (i) use not contractually foreseen at the outset, or use not foreseen in the user and/or assembly/application instructions, or not in accordance with best practices, or abnormal, or defective, or inappropriate use of the products placed on the market, (ii) non-compliant storage, (iii) a defect that did not exist at the time the Company placed the product on the market or completed its works/services, (iv) defective or poor maintenance, supervision failure or negligence, (v) defective installation/application borne by the Customer.

5. PRICES

The prices of the products, works/services and/or deliverables are exclusive of duties and taxes. Prices are set for products/deliverables delivered ex works (Ex Works ICC Incoterms ® 2020) from the Company's plant/branch/site in accordance with the price list in force on the date of the order for products whose prices are predetermined (aggregates, asphalt mixes, etc.). For prices of products, works/services and deliverables that cannot be predetermined, the Company shall provide the Customer with a quotation upon request.

Unless otherwise stipulated, any product order below a minimum amount set out in the Contract shall give rise to a flat fee specified in the Contract corresponding to the administrative costs for processing such order. Fuel surcharges invoiced to the Company by the carrier pursuant to Article L3222-21 of the French Transport Code shall be re-invoiced to the Customer.

Where a period of more than three (3) months elapses between the date of submission of the offer and the start of performance of the services/works, services with deliverables or products, the Company reserves the right to update the price of the services/works, services with deliverables or products by applying the formula $P = P_0 \times \ln/I_0$ (P being the updated price, P_0 the initial price excluding taxes, In the value of the index best suited to the nature of the products/works/services on the date of commencement of delivery/performance minus (-) three (3) months and I_0 the value of the aforementioned index known on the date of conclusion of the Contract).

For products, works/services and services with deliverables, where the delivery/performance period is less than three (3) months, prices are established based on the economic conditions in force on the date of conclusion of the Contract. In the event of a longer delivery/performance period, the price shall be revised monthly according to the formula $P = P_0 \times \ln/I_0$ (P being the revised price, P_0 the initial price excluding taxes, In the value of the index best suited to the nature of the products/works/services for the month of delivery/performance (for example TP03 for earthworks, TP09 for asphalt, published by INSEE, etc.), and I_0 being the value of the aforementioned index known on the date of submission of the Contract offer).

Works/services not provided for in the Contract that are carried out at the Customer's request shall be subject to new prices and conditions (deadlines, etc.) based on a quotation from the Company accepted by the Customer. In the event of a change in the nature of the works/services, or in the event of a variation in product quantities sold or scope of works/services performed compared to the initial Contract, the Company reserves the right to revise the unit prices of its offer.

6. PAYMENT TERMS

Unless otherwise agreed and subject to mandatory rules applicable to public Customers, the Company's invoices are payable at its registered office in euros and are due under the following conditions:

- Products are invoiced (i) when they are made available under EXW terms, (ii) upon hand over to the carrier in case of CPT delivery.
- Deliverables are invoiced upon dispatch from the Company's site.
- Works/services are invoiced (i) upon completion when their duration is less than one month, (ii) or at the end of each month as performance progress where their duration exceeds one month (where applicable, cumulative statements will be presented monthly).

The Company reserves the right to request, when the order is placed, a down payment which, unless otherwise stipulated, may represent up to 50% of the full amount including VAT of the quotation. For exported products, the Company may request full payment of the price upon order.

Requests for down payment sent by the Company to the Customer are payable, upon receipt of the request, by bank transfer. Invoices sent by the Company to the Customer shall be paid (without any deduction whatsoever by the Customer) on the due date stated on the invoice (i.e., at the latest, 45 days end of month or 60 days from the date of issue of the invoice, or 45 calendar days in the case of periodic invoice) by bank transfer.

Cash or early payment shall not entitle the Customer to any discount.

Any amount not paid by the Customer to the Company on its due date, and without the need for formal notice: (i) shall automatically bear interest for the benefit of the Company from the due date until full payment, at a rate equal to the rate applied by the European Central Bank (ECB) to its refinancing operation plus 10 percentage points; (ii) shall automatically give rise to the application of a statutory recovery fee of 40 euros, (iii) and shall be without prejudice to any damages that the Company may claim.

Furthermore, failure to pay an invoice by its due date shall result in the forfeiture of the term and therefore render immediately payable all sums owed by the Customer to the Company. In addition, the Company may automatically take the following actions: (i) offset any amounts owed to the Customer against amounts owed by the latter, up to the amount of the unpaid sums; (ii) require the return of the delivered or deliverable products, at the Customer's expense; (iii) require from the Customer such guarantees as the Company deems necessary for the performance of the Customer's undertakings in case of serious concern about the Customer's solvency, even after partial dispatch of the order (the Customer's refusal to comply entitling the Company to cancel all or part of the Contract); (iv) terminate the Contract after formal notice remained unsuccessful and, where applicable, terminate any related agreement or contract binding the parties; (v) suspend any further delivery of products or deliverables and/or performance of related works/services.

Where the Customer fails to provide a payment guarantee required under applicable regulations, the Company may choose not to commence the works/services or to stop them until such guarantee has been provided.

7. CONFIDENTIALITY – OWNERSHIP – INTELLECTUAL PROPERTY

Unless otherwise stipulated, any information, regardless of its nature or medium, communicated by the Company to the Customer, or brought to the latter's attention during the performance of the Contract, or generated in connection with the performance of the Contract, is confidential and remains the exclusive property of the Company. Such information may not therefore be communicated, disclosed, reproduced or used in any manner whatsoever without the Company's prior written consent. The information must be returned to the Company upon simple request.

Where such information is the property of the Customer, the Company has a right of use. The Customer shall hold the Company harmless from and against any claims and damages resulting from any infringement alleged by a third party in respect of intellectual property rights arising from the Company's implementation of technical documents provided by the Customer.

8. 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, for the conclusion or the performance of the Contract, and for compliance with regulatory obligations.

Such Data shall only be retained for the period necessary to fulfil these purposes, plus, where applicable, the additional period required to ensure the exercise or 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 Customer may exercise its rights by sending an email to the following address: rgpd-route-reseaux@vinci-construction.com. Similarly, the Customer must provide the Company with the email address at which the Company 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).

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

VINCI has adhered to the UN Global Compact and the Company, subsidiary of the VINCI Group, is committed to applying its principles. Furthermore, the Company 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 following URLs:

When placing an order, the Customer undertakes to comply with the principles set out and the regulations set out therein.

In order to enable the Company to carry out all ethical, social, environmental and societal assessments, the Customer 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 Company 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 a significant change in the Customer's situation, etc.). 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 Customer's situation and the level of compliance with the above principles, the Company may, depending on the seriousness of such non-compliance, risk or discrepancy, require the Customer 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 Customer 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 on the VINCI Integrity platform (vinci-integrity.com).

If the Company carries out a production activity subject to the provisions of Article R.541-173 of the French Environmental Code, the unique identification number is stated on its invoices.

10. GOVERNING LAW - DISPUTE RESOLUTION

The Contract is 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.