



KAEFER

General Terms and Conditions for the Performance of Works and Services (GTCPWS)

And

Special Terms and Conditions for the Performance of Scaffolding Works

KAEFER S.A.S.

Head Office: 31-35, rue Gambetta – 92280 Suresnes Cedex

A simplified joint-stock company (SAS) with a capital of € 2,118,720 - Nanterre Trade and Companies

Register no. 312 668 601

GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF WORKS AND SERVICES (GTCPWS)

1. Overview

1.1 These General Terms and Conditions for the Performance of Works and Services are intended to define the terms and conditions under which KAEFER will perform the Work and/or Services and/or supply the Materials and/or Equipment ordered by the Customer.

1.2 The performance of the Works and/or Services and/or the supply of Materials and/or Equipment ordered by the Customer are governed by the following documents, in the following order of priority:

- 1) the technical and commercial offer established by KAEFER,
- 2) the technical documents (appendices) and drawings prepared by KAEFER,
- 3) the Special Terms and Conditions for the Performance of Scaffolding Works by KAEFER, in the case where scaffolding work is to be carried out,
- 4) the present KAEFER GTCPWS,
- 5) the Order duly accepted by KAEFER on the understanding that any provision of the Customer's order that has been the subject of written reservations from KAEFER will not be included in the Order and will be unenforceable against KAEFER.

The general or special purchasing terms and conditions of the Customer are excluded from the applicable contractual documents, unless an exemption is expressly granted and contained in the Offer and/or the Order duly accepted by KAEFER.

1.3 Any Order implies the unconditional acceptance by the Customer of these terms and conditions; only the modifications negotiated and accepted by both parties and expressly mentioned in the special conditions scheduled to the Offer, will be binding.

2. Definitions

In these General Terms and

Conditions the following terms shall be understood as follows:

- The term "Customer" means the natural or legal person on whose behalf KAEFER provides services in connection with an Order;
- The term "Order" means the provisions of the order placed by the Customer, expressly accepted by KAEFER: any provision of the Customer's order which has been the subject of written reservations from KAEFER will not be included in the Order and will be unenforceable against KAEFER;
- The term "Materials and/or Equipment" means the materials referred to in the Offer that KAEFER undertakes to deliver to the Customer and/or to install on the Customer's site;
- The term "Offer" means the technical and commercial offer established by KAEFER;
- The term "Works and/or Services" means the services defined in the Offer that KAEFER undertakes to perform for the benefit of the Customer in accordance with the provisions of the Offer.

3. Offer

3.1 Reference

The Offer is based on the documents and information provided by the Customer to KAEFER. Any additional work and/or services rendered necessary due to the inaccuracy of the data communicated by the Customer must be the subject of a prior supplementary Order to be made with the prices, lead-times and conditions negotiated by and between the Parties.

Where the Customer has provided or imposed materials or design, despite the opinion to the contrary of KAEFER, the latter's liability cannot be incurred.

3.2 Works and/or Services not provided for

All and any Work and/or Services not provided for in the Offer will be carried out by KAEFER only with the prior written consent of both Parties prior to completion and subject to these terms and conditions. The Customer undertakes to pay the Work and/or Services not provided for in KAEFER's Offer in accordance with the terms and conditions set out in the said agreement.

3.3 Validity of the offer

The Offer is established on the basis of the technical and economic conditions existing on the date thereof and binds KAEFER for a period of 1 month, unless otherwise stipulated in the Offer.

4. Prices

4.1 General Provisions

Unless expressly agreed otherwise, prices are net, excluding taxes, without discount. Taxes are added to the invoice at the rates in effect at the time of billing. The prices are based on a normal weekly working schedule (basically 35 hours) in accordance with the legislation in force on the day of the Offer.

4.2 Work on a time-and-materials basis or on unit price schedule

4.2.1 Principle

Fixed-price schedule contracts:

The fixed price is valid and binding for KAEFER only for the works and/or services described in its Offer and/or the technical specifications on which its proposal is based.

Price schedule contracts:

For price schedule contracts, the sums due are calculated according to the quantities carried out, established by joint on-site measurement in accordance with the rules of the SNI trade union or with the rules enacted in the Offer or the call for tenders, as the case may be, and expressed in the same units of measurement as the Offer.

In order to avoid any dispute, the Customer or its representative is required to attend any notice of meeting sent to same. The Customer who intends to dispute the quantity, absent during the notice of meeting, will bear all the costs related to the new on-site measurement. Each Party may be assisted by a quantity surveyor.

4.2.2 Controlled expenditure

Works and/or Services that cannot be considered as a list price will be invoiced as controlled expenses, at an hourly rate and a material price defined by mutual agreement between the Parties. The bases for the evaluation of controlled expenses are as follows:

- Hourly rates

The hourly billing rates are established taking into account the legal surcharges as part of the Customer's working hours and the applicable law and regulations. They will also take into account §4.2.2. The travel time and expenses involved in clearance of the building site will be charged in addition.

- Hardware - Materials and Large Tools

Invoicing will be established on the basis of the terms and conditions agreed upon by the

Parties.

4.3 Additional works

Additional work accepted by KAEFER will be charged:

- Either on the basis of the price schedule or lump sum defined in §4.2.1;
- Or as controlled expenses under the conditions of §4.2.2 hereinabove.

If the performance of the Additional Works results in or is likely to result in KAEFER having an increase in the cost of the Works and/or Services initially ordered, KAEFER reserves the right either to proceed with the revaluation of its rates indicated in its Offer or to terminate the Order.

4.4 Decrease in works

If the decrease in the volume of the Work ordered results in a mechanical reduction in the price of more than 10% of the initial Order, KAEFER reserves the right to request the payment of compensation to indemnify its expenses and a part of the profit that it could have made in carrying out the scheduled and abandoned work.

4.5 Price update

The prices indicated in the Offer are valid for the duration indicated in the Offer.

4.6 Price revision

If the Offer is accompanied by a revision formula, the prices will be readjusted at the time of each work situation report or at the time of completion, as agreed by and between the Parties. In the absence of an express choice, the Parties are presumed to have wished to apply the formula at the end of the work. In either case, the formula applies to each work situation report according to its date.

4.7 Retention payment

The retention payment required by the Customer for work falling within the scope of Article 1779-3 of the French Civil Code of Law, may not exceed 5% of the amount of the Order exclusive of tax, excluding scaffolding and maintenance services, nor be maintained beyond a period of one year from the date of acceptance acknowledged with or without reservation.

KAEFER reserves the right to replace the retention payment by providing a bank guarantee in accordance with the law of 16 July 1971. The retention payment or surety covers the proper completion of the Work, to the exclusion of all the other sums which the company might owe the Customer, in particular

under the pro rata account.

5 Type of Payment

5.1 Terms of payment

Unless otherwise agreed by the Parties, payments shall be made by cheque, draft, promissory note or bank transfer within forty-five (45) days of the end of the month from the date of issue of the invoice.

5.2 Late payment

Interest on arrears is automatically due to KAEFER on all amounts not paid when due, calculated on the amount of the remaining sum due at the rate of three times the legal interest rate in force. These daily penalties run from the day following the settlement date appearing on the invoice until the day of payment in full of the amount due, without prejudice in particular to the statutory lump sum indemnity of 40 euros for expenses incurred in collection. At the same time, KAEFER reserves the right to interrupt the performance of Works and/or Services until full payment has been made. The continuation of such performance may be contingent on obtaining security interests.

5.3 KAEFER reserves the right to suspend the Work and/or Services and/or to terminate the Order as of right, without notice or damages, in the event of adverse changes in the Customer's financial or commercial situation that may compromise the interests of KAEFER, due to a lack of full or partial coverage for its customer credit insurance.

5.4 Non-payment

Over and above a late payment of 15 days, KAEFER reserves the right to suspend the performance of the Works and/or Services and/or to terminate the Order in accordance with article 16.1 hereinafter.

5.6 Payment guarantee

When the Customer of KAEFER is the contracting authority, the latter may be required to guarantee the payment of amounts due under private works contracts pursuant to Article 1799-1 of the French Civil Code of Law. The surety is due when the amount of the sums due is greater than € 12,000 exclusive of tax.

When the Customer of KAEFER is a contractor, the latter is obliged to apply all the provisions laid down by Law No. 78-1334 of 31 December 1975 relating to subcontracting. To do so, the contractor must have KAEFER accept and have its terms of

payment approved by the contracting authority. In the case of a public contracting authority, the main contractor must conclude with the latter a special subcontracting deed allowing the contracting authority to pay KAEFER directly. In the case of a private contracting authority, the main contractor must provide KAEFER as subcontractor with a bank guarantee or a delegation of payment from the contracting authority.

6 Shipping

6.1 Offset delivery

If for any reason the material delivery or availability times are changed by the Customer, the latter will cover the additional costs of storage and handling materials.

6.2 Delay

The progress schedules for the Works and/or Services and the time of completion of the building site are provided subject to a supply or availability of the materials at the expense of the Customer within a deadline stipulated in the Offer or failing same in the Order. Delays, in particular those resulting from a failure to supply or the non-availability of said materials, cannot in any case be attributable to KAEFER or result in the termination of the Order to the expense of KAEFER.

7 Performance

7.1 Lead-times

The lead-times for the performance of the Works and/or Services are stipulated in the Offer or, failing same, in the acknowledgement of receipt of the Order.

In the event of a change in the Lead-Times for performance in relation to those mentioned in the contractual documents, an adjustment will be made by mutual agreement between the Parties to specify these new lead-times.

7.2 Working hours

The daily and weekly schedules on which the Offer is based are in accordance with the law and collective bargaining agreements.

If the daily schedule of KAEFER's staff results from the obligation, imposed by the Customer after acceptance of the Order, to respect specific schedules during which KAEFER is to intervene, causing either overtime or underemployment prolonging the duration of the work, the Customer shall bear all the resulting increase in cost.

7.3 Availability of works

All of the works and/or equipment must be made available to KAEFER, ready to receive its Works and/or Services on the date scheduled for its intervention, and in any case when its staff arrives on the Customer site.

Otherwise, the additional costs resulting from the non-availability of the works and/or equipment will be borne by the Customer. These costs will be billed as controlled expenses.

7.4 Delay / Interruption in work-site

KAEFER cannot be held responsible for the delay or the interruption in the work-site if it is caused by the Customer, the contracting authority or the other building trades, and results, without this list being exhaustive, in a delay in the availability of the works and/or equipment and/or materials supporting the Works and/or Services, access impossible, postponed lead-times for work, co-activity, etc.

The Customer will bear the following costs, without this list being exhaustive:

- The costs of laying off and/or taking on KAEFER staff;
- Accommodation and return travel costs for the staff;
- The costs related to the necessary precautionary measures concerning equipment and materials remaining on the site;
- Rental costs during the interruption and/or extension of the period of availability of rented equipment (scaffolding, vehicles, etc.);
- Loss of productivity

Based on the foregoing, the changes made to lead-times will result in a negotiated update of the new schedules.

7.5 Customer Services

7.5.1 Health and Safety

The Customer is obliged, at its own expense and under its sole responsibility:

- At the call for tenders stage and in any event, before the start of the Works and/or Services:

- To inform KAEFER of all safety instructions on the work-site, as well as specific hazards to be avoided;

- To make available to KAEFER the technical files relating to the research and identification of materials containing asbestos or refractory ceramic fibres possibly present on the work-site, so that the latter is able to take all the necessary measures to protect personnel involved with the work-site;

- To inform KAEFER of the

possible presence of Carcinogenic, Mutagenic, Reprotoxic materials (CMR) on the site (lead, benzene, etc.), so that the latter is able to take all the necessary measures to protect personnel involved on the work-site;

- During the Work and/or Services:

- To ensure the signalling and safety, in particular and without this list being exhaustive, with regard to the risks of electrocution, drowning, asphyxia, poisoning by toxic gases, or burns by chemicals, corrosive vapours, or neighbouring heaters or pipes with air, steam or hot water, or falls from a height;

- If equipment is provisioned on the site (cranes, detectors, forklift trucks, etc.), to ensure that the equipment complies with the applicable regulations;

7.5.2 Environment

The Customer is obliged, at its own expense and under its sole responsibility, to inform KAEFER before the start of the Works and/or Services of any instructions to be observed on the work-site regarding legal and regulatory environmental requirements, in particular and without this list is exhaustive with regard to waste management, storage of chemicals, etc.

7.5.3 Miscellaneous

Unless otherwise agreed, the Customer is obliged:

- to provide KAEFER personnel with emergency medical assistance in the event of an accident;
- to authorize the use by the same staff of existing washroom facilities;
- to make available to the staff a lockable cloakroom and a mess room;
- the supply of fluids on the work-site: water, lighting, driving power (if applicable, compressed air);
- to provide KAEFER with storage areas or areas for the protection of materials, equipment or tools against inclement weather and the risk of theft.

7.6 Use of KAEFER equipment

When contractors on behalf of the Customer use KAEFER tools or equipment, including scaffolding, ladders, ropes or any other mechanical means of lifting:

- the prior written authorization to use same must be obtained from the KAEFER foreman or work-site manager present on site,
- the equipment must be assembled and installed according to the instructions and under the control of KAEFER,

- the user must strictly observe the safety instructions.
Should the said contractors fail to respect the conditions of use mentioned hereinabove, KAEFER declines any responsibility in case of material or corporal accident.

7.7 Pro rata account

No participation in the joint costs of the work-site, such as insurance, the intervention of technical inspection services, pro rata account, etc., may be required of KAEFER under conditions other than these:

- If the sums or percentages have been indicated to KAEFER and have received its approval prior to the establishment of the Offer. These sums and percentages cannot be modified later without the express agreement of KAEFER,
- the participation of KAEFER, on whatever scale, must correspond to the costs actually incurred and to a service from which it has actually benefited.

8 Tests

Unless expressly agreed otherwise in the Offer, the costs incurred by tests such as loss control, sound level measurement, etc., are always borne by the Customer.

They must be carried out in the presence of a qualified representative of KAEFER no later than eight (8) working days after the completion of the Work and/or Services.

9 Acceptance

The Customer or a representative of the Customer must accept in the presence of a representative of KAEFER the Works and/or Services that are the subject of the Order, no later than eight (8) working days after the end of the tests, without waiting for the end of the work of the other building trades. In the absence of such acceptance, the Customer duly summoned but who is absent will be deemed to have accepted the said Works and/or Services without reservation.

10 Transfer of ownership and risks

10.1 Transfer of risks

The transfer of risks occurs as and when the Works and/or Services are completed.

10.2 Retention of title

The goods, materials or equipment delivered by KAEFER in respect of the Order, remain the property of KAEFER until full payment of their price.

11 Warranty

KAEFER warrants, for a period of twelve (12) months from the date of acceptance, whether or not it is subject to reservations, that the Works and/or Services subject to the Order are free from any defects and/or flaws of whatever kind, and have been performed in accordance with the requirements and specifications mentioned in the Order.

In the event of the occurrence of an anomaly or a defect relating to the Works and/or Services performed in respect of the Order, the Customer shall inform KAEFER in writing, within one (1) month following the discovery of the anomaly or alleged default under pain of foreclosure.

As part of the warranty, and apart from the maintenance services provided in the Order, KAEFER performs any replacement, repair, correction, modification or adjustment necessary to obtain or maintain the characteristics and results guaranteed to the Customer. The repairs will be carried out, at KAEFER's choice, either at the Customer's site or on the end-customer's site (provided it is located in metropolitan France), or at KAEFER's premises.

This warranty is excluded in the case of defects caused by:

- Force majeure,
- Normal wear and tear of equipment,
- A fault of the Customer, such as a lack of surveillance or maintenance, incorrect operation, installation, storage or operating conditions that do not comply with the installation, use or maintenance instructions provided by KAEFER,
- Modifications or repairs on the installed equipment, decided by the Customer without or against the advice of KAEFER and made by the Customer or by a third party at its request,
- A third party,
- A design imposed by the Customer,
- Information, products or materials provided by the Customer whose verification by KAEFER was not formally part of its contractual obligations.

12 Liability

KAEFER's liability with respect to the Customer for the performance of the Works and/or Services is limited to compensation for direct damages attributable to KAEFER, and may not exceed one hundred percent (100%) of the price of the Order excluding taxes, notwithstanding any upper

limitation, if any, mentioned in the insurance certificates provided by KAEFER. This limitation of liability is excluded in case of gross negligence or bodily injury.

KAEFER shall in no event be liable for compensation for immaterial and/or indirect damages resulting from a failure to perform its obligations, such as in particular and without this list being restrictive of any operating losses, loss of profit, loss of contracts, production losses etc.

13 Insurance

KAEFER benefits from a general civil liability and decennial liability insurance covering the pecuniary consequences of the damages that may be incumbent upon it, within the limits defined in the insurance certificate provided by the latter to its Customer or which the Customer acknowledges having read. As such, the Customer undertakes to waive all recourse against KAEFER for damages exceeding the limits set out in Article 12 above and undertakes to obtain this waiver of recourse from its insurers.

14 Ethics and anti-corruption

KAEFER attaches the utmost importance to the respect of competition and the fight against fraud, corruption and illegal agreements. Within this framework, it has set up a professional Code of Conduct with whose provisions it endeavours to comply in particular in all its commercial transactions with third parties.

For this reason, KAEFER specifically forbids, directly or indirectly, to offer, give, promise, an undue pecuniary benefit for an employee of the Customer, in order to obtain the Order.

The Customer declares that it is familiar with French and international legislation relating to the fight against corruption, fraud and unlawful agreements and undertakes for itself and for its employees or subcontractors to unrestrictedly respect the said laws and the KAEFER Code of Professional Conduct attached to the Order or available on its website [Compliance Documents Library - KAEFER SE & Co. KG](#). The Customer agrees to adhere to the same principles and is required to strictly comply with the applicable regulations.

As such, in respect of the Order, the Customer guarantees that any natural or legal person acting on its behalf:

- Has respected, respects and will respect any applicable regulations designed to combat fraud, corruption and unlawful agreements;
- Undertakes not to, directly or indirectly, give, accept or solicit a pecuniary benefit or of any other nature (gifts, presents, services or favours of any kind whatsoever), in return for which it undertakes to sign the Order;
- Will not accept or do anything that, by action, omission or influence, directly or through any intermediary, is liable to engage its liability and/or that of KAEFER under the applicable regulations and/or these provisions;
- Promptly inform any event that may contravene these provisions and shall fully assist KAEFER in any proceedings instituted by a competent authority with respect to fraud, corruption or anti-competitive practices in connection with the Order.

This rule also applies in any transaction involving a civil servant or any person exercising a public function for the purpose of influencing an official decision or obtaining an unfair advantage.

The Customer shall also hold KAEFER harmless from any consequences, including financial, resulting from the non-compliance with these provisions. Without prejudice to the above, any breach by the Customer to the provisions of this article shall be considered as a serious breach authorizing KAEFER, if it sees fit to do so, to cancel the Order pursuant to Article 16 without notice or indemnity, but subject to all damages and interest KAEFER could claim because of such a breach.

15 Intellectual property

15.1 Each of the Parties retains exclusive ownership of the know-how and knowledge belonging to it, acquired or developed prior to the entry into force of the Order, or independently of it, as well as all the industrial and intellectual property rights relating thereto.

15.2 Unless otherwise stipulated, KAEFER retains the intellectual / industrial property of all the information, concepts (methodologies, strategies, etc.), specifications, documents

(studies, sets of drawings, blueprints, plans, drawings, sketches, design calculations, etc.), implemented as part of the performance of the Order.

15.3 Unless otherwise stipulated, KAEFER remains the owner of the results obtained in the framework of the performance of the Order and in particular of all documents such as studies, design calculations, plans, drawings, etc., elaborated within the framework of the Order. KAEFER grants the Customer a non-exclusive, personal, non-transferable and non-assignable license for the said results for its personal and exclusive needs, and if need be for other beneficiaries, limited in the conditions and limits set by same. This license will remain in effect for the service life of the equipment subject to this Work and/or Services as foreseeable at the time the Offer by KAEFER was established.

15.4 Each Party warrants the other Party and will make it its personal business for any claims that may be made by third parties alleging an infringement of intellectual property rights, in relation to the Works and/or Services, either as a result of special instructions, items or specifications provided by the Customer, or because of items exclusively developed or provided by KAEFER. Consequently, the Party recognized as being responsible for the claims shall bear all the expenses incurred by the other Party (including legal and procedural costs) as well as any financial consequences, in any form whatsoever, that may result from the claim by a third party, such as an award of damages, within the limits of the sums laid down in Article 12 in the event that KAEFER's liability should be incurred.

16. Breach of contract

16.1 Exception for non-performance

KAEFER reserves the right to suspend the performance of the Works/Services provided for in the Order in the event of non-fulfilment by the Customer of one or other of its obligations, or if it appears obvious that its Customer has not fulfilled its contractual obligations on the due date, if this non-performance is considered to be sufficiently serious for KAEFER.

The following constitute, in particular, sufficiently serious breaches of contract by the

Customer within the meaning of this article:

- Any late or default in payment longer than fifteen (15) days;
- Performance of the Works/Services in a work environment that does not comply with regulatory safety requirements.

16.2 Specific enforcement of the contract

KAEFER reserves the right, in the event that its Customer asks it to continue the specific enforcement of its contractual obligations, to avail itself of the provisions of Article 1221 of the French Civil Code of Law and to refuse to perform the Works/Services by invoking a manifest disproportion between their cost for KAEFER and their interest in the Customer.

16.3 Termination clause

In accordance with Article 1225 of the French Civil Code of Law, KAEFER may proceed to terminate the Order as of right and without prior notice in the event that the following contractual breaches are attributable to its Customer:

- Late payment or non-payment of an invoice when it falls due
- Fraudulent or deceitful act committed by the Customer in respect of the Order.
- Any act committed by the Customer or its employee that infringes article 14 Ethics and anti-corruption;
- Performance of the Works/Services in a work environment that does not comply with regulatory safety requirements.

The termination will take effect on the date of receipt by the Customer of the notification made by KAEFER by registered letter with acknowledgement of receipt.

16.4 Conventional unilateral termination

KAEFER has the option of terminating the Order in advance, without paying any compensation to the Customer, under the following assumptions:

- in the event of a change in the control or restructuring of the legal structure of the Customer's company (partial asset transfer, merger by takeover, etc.) reducing the Customer's financial capacities;
- in case of assignment of the Order to a third party without the prior and express agreement of KAEFER.

16.5 Non-waiver of rights

In no event shall the fact that KAEFER abstains from claiming

the implementation of the termination clause provided for in article 16.3 or the right to termination referred to in article 16.4 be construed as a waiver on its behalf, either in the present or in the future, to avail itself of its right to implement such clauses or to invoke breaches of contract by the Customer in order for KAEFER to assert its rights.

17. Force majeure

The Parties cannot be held responsible towards the other for the non-performance, poor performance or delays in performance of an obligation when they result from the occurrence of a case of force majeure.

Will be considered as a case of force majeure any event affecting the obligor that is an act of God, unforeseeable and beyond the control of the Party that prevails, such as to prevent the normal performance of the Order.

In the event of a case of force majeure, the Parties will be released from their contractual obligations within the scope of the effects and for the duration of the event.

The party intending to invoke the occurrence of a case of force majeure shall inform the other immediately by registered letter with acknowledgement of receipt.

In the event of a case of force majeure making it impossible to resume the Works and/or Services, the Order may, at the request of KAEFER, be terminated as of right fifteen (15) days after the corresponding notification.

18. Confidentiality

The Customer agrees, throughout the duration of the Order and for a period of five (5) years from its end, for whatever cause, the absolute confidentiality on information of any kind (technical information, commercial, strategic and/or financial data and, more generally, all the information relating to the performance of the Order, and all the documents relating thereto), communicated orally, in writing or in any other manner, that it may have received during the negotiations and performance of the Order, concerning the intellectual property rights, know-how and technology of KAEFER, as well as the technical specifications relating to the Works and/or Services.

The Customer undertakes in this respect:

- to use the confidential information only for the purposes

of the negotiation or performance of the Order;

- not to reproduce, duplicate, or transmit this information;
- to communicate this information only to the members of its permanent staff who really need to know it for the sole purpose of negotiating or carrying out the Order;
- to return to KAEFER when the Order expires and/or to destroy any document or medium containing this information.

The Customer shall ensure compliance by its employees or other agents of this obligation of confidentiality.

19 Substitution clause

This Order is entered into intuitu personae. For this reason, the Customer may not assign or transfer all or part of its rights and obligations under the Order to any third party without the prior written consent of KAEFER.

Notwithstanding the foregoing, KAEFER may, in the event of a transfer resulting from an internal restructuring operation by partial asset transfer, merger, takeover, split-off or universal transfer of assets, freely transfer all or part of its rights and obligations under the Order to any member company of the group to which it belongs, upon simple written notification to its Customer by registered letter with acknowledgement of receipt. In this case, the substitution will be effective under the condition precedent of the completion of the transfer between KAEFER and the beneficiary entity of the restructuring operation. The beneficiary entity will simply be subrogated to the rights and obligations of KAEFER under the Order.

20 Evidential value of electronic writing

In accordance with Article 1379 of the French Civil Code of Law, any copy faithfully and durably reproducing the original deed by the use of a process in accordance with the conditions set by Decree No. 2016-1673 of 5 December 2016, is presumed to be reliable.

Within this framework, the Parties agree that secure electronic signatures, digitized handwritten signatures or an original handwritten signature have the same evidential value. In the case of an order with a digitized handwritten signature the Customer undertakes to present the original of its signature to KAEFER at its request.

Between the Parties, any electronic document may be presented as evidence in any proceedings and will be considered as a commercial record kept in paper form.

21 Protection of personal data

Should one or other of the Parties collect and process personal data in the context of the performance of these General Terms and Conditions for the Performance of Works and Services, in particular for the purposes of the Works and/or Services and/or the supply of Materials and/or Equipment ordered by the Customer, it is agreed that it will be qualified as Data Controller of said personal data.

As such, each Party guarantees compliance with its obligations under the regulations and legislation applicable to the protection of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of individuals with respect to the processing of personal data and the free movement of such data ("GDPR") and Law No. 78-17 of 6 January 1978 relating to Information Technology, Files and Civil Liberties (the Data Protection Act).

In particular, the Parties shall refrain from any communication to third parties, reproduction and/or use, without the prior written authorization of the other Party, of the personal data that the latter has acquired or to which it has had access during the performance of these General Terms and Conditions for the Performance of Works and Services, and subject to strict compliance with the regulations and legislation referred to above.

In addition, as part of the performance of the Order, KAEFER may be required to communicate to the Customer personal data concerning its employees so that they can access the Customer's site in accordance with the procedure put in place by same. In this case, it is agreed that the Customer will be qualified as Data Controller of the personal data concerning KAEFER employees.

As such, the Customer guarantees that it respects and will respect the obligations in accordance with the regulations and legislation applicable to the protection of personal data, including the GDPR and the Data Protection Act.

By way of example, it undertakes to take all the technical and organizational measures

necessary to ensure the security and confidentiality of the personal data of KAEFER employees, as well as to take the necessary measures to comply with same, and have its staff and any authorized subcontractors comply with its obligations under the provisions of the GDPR and the Data Protection Act, such as:

- The personal data of KAEFER employees may only be collected and processed for (a) specific, legitimate and legitimate purpose (s), namely to allow them to access the Customer site for the purpose of fulfilling the Order;
- Only the appropriate, relevant and necessary personal data of KAEFER employees regarding the objectives pursued must be processed;
- The retention period of individual personal data concerning KAEFER's employees must be precise, determined and not exceed the period strictly necessary for the purposes for which individual personal data is collected and processed;
- Preserve the security and confidentiality of personal data and in particular prevent unauthorized access to same;
- Communicate to KAEFER's employees information on the processing of their personal data and enable them to exercise their rights in accordance with the provisions of the GDPR and the applicable Data Protection Act.

In addition, the Customer shall promptly notify KAEFER of anything that might suggest a breach of its obligations under the provisions of the GDPR and the Data Protection Act with respect to the personal data of KAEFER employees, such as the occurrence of a security incident in its information system.

In the particular case where the performance of the Services by KAEFER for the benefit of the Customer consists as such in a processing of personal data, the Parties will determine the role played by each of them in the application of the GDPR and the Data Protection Act and will contractually regulate their relationship in accordance with the provisions of the GDPR and the Data Protection Act.

In particular, in the event that KAEFER is qualified as a data processor and the Customer as a data controller within the meaning of Article 4 of the

GDPR, the Parties will sign a written contract defining the purpose and duration of the processing concerned, the nature and purpose of said processing, the type of personal data concerned and the categories of data subjects concerned, as well as the obligations and rights of each of the Parties, in accordance with the provisions of Article 28.3 of the GDPR.

22. Unforeseeability

If KAEFER determines that the performance of the Order has become excessively onerous due to an event beyond its control that cannot reasonably be expected at the time of acceptance of the Order and that it cannot reasonably avoid or overcome this event or its effects, the Customer agrees to negotiate with KAEFER new contractual conditions reasonably taking into account the consequences of the event. In the event of failure of the negotiations, KAEFER may unilaterally and without any compensation cancel the Order by registered letter with acknowledgement of receipt.

23. Governing Law – Dispute Resolution

Only French law is applicable to any Order placed for the performance of these presents. By express agreement, any dispute between the Parties will be the exclusive jurisdiction of the courts of Paris, notwithstanding any contrary clause conferring jurisdiction and unless otherwise provided by law.

SPECIAL CONDITIONS FOR THE PERFORMANCE OF SCAFFOLD WORK

1. Overview

1.1 The purpose of these terms and conditions is to define the terms and conditions under which KAEFER will carry out the scaffolding work commissioned by the Customer or will perform conformity checking services for scaffolding installed by a third-party enterprise. ("Works and Services").

1.2 The Works and Services ordered by the Customer are governed by the following documents, in the following order of priority:

- 1) the technical and commercial offer established by KAEFER ("the Offer"),
- 2) the technical documents (appendices) and drawings prepared by KAEFER,
- 3) the present Special Terms and Conditions for the Performance of Scaffolding Works by KAEFER,
- 4) the KAEFER GTCPSW,
- 5) the Order duly accepted by KAEFER on the understanding that any provision of the Customer's order that has been the subject of written reservations from KAEFER will not be included in the "Order" and will be unenforceable against KAEFER. The general or special purchasing terms and conditions of the Customer are excluded from the applicable contractual documents, unless an exemption is expressly granted and contained in the Offer and/or the Order.

1.3 Any Order implies the unconditional acceptance by the Customer of these terms and conditions. They can only be modified by special terms and conditions scheduled to the Offer and/or to the acknowledgement of receipt of the Order.

2. Definitions

In these General Terms and Conditions the following terms shall be understood as follows:

- The term "Customer" means the natural or legal person on whose behalf KAEFER provides services in connection with an Order;
- The term "Order" means the provisions of the order placed by the Customer, expressly accepted by KAEFER on the understanding that any provision of the Customer's order which has been the

subject of written reservations from KAEFER will not be included in the Order and will be unenforceable against KAEFER;

- The term "Offer" means the technical and commercial offer established by KAEFER;
- The term "Works" means the scaffolding works defined in the Offer that KAEFER undertakes to perform for the benefit of the Customer in accordance with the provisions of the Offer.

3. Offer

3.1 Reference

The Offer is based on the documents and information provided by the Customer to KAEFER. Any additional work rendered necessary due to the inaccuracy of the data communicated by the Customer will be accepted by KAEFER subject to being paid by the Customer.

KAEFER's proposal concerns the studies / design and construction of the scaffolding, the assembly and dismantling work, return transport, the establishment of a handover certificate and the provision of the scaffolding equipment.

3.2 Working conditions

KAEFER's proposal is drafted for normal working conditions:

- Operations based on a normal weekly working schedule (basically 35 hours) in accordance with the legislation in force on the day of the Offer.
- The assembly and/or dismantling work is intended to be carried out in a single operation, unless otherwise stipulated in the Offer.

In the event of conformity checking of scaffolding installed by a third-party company, the Customer must submit to KAEFER the technical specifications (design calculations, assembly plans, etc.) and the specifications that it has submitted to the contractor that has installed the scaffolding. When provided, KAEFER undertakes to keep the assembly plan and design calculations if necessary during the duration of its work on the site and return it to the Customer after dismantling.

3.3 Place of performance

The Customer must specify to KAEFER the address of the site where the equipment will be used as well as the location / storage area and shall refrain from any modification or displacement without its express agreement which must specify the

conditions including the technical conditions.

4. Price

4.1 Structure

The price includes, except when it only concerns checking the conformity of the scaffolding assembled by a third-party company:

- Determining the Customer's needs that it itself has established as part of the technical specification;
- Specific studies, design calculations and the plans necessary, in accordance with the legislation in force, for the installation of scaffolding to meet the needs of the Customer for the performance of its main work;
- The installation of the scaffolding (multidirectional scaffolding, mobile, etc.);
- Return transportation of the equipment;
- Assembly and disassembly of the equipment;
- The lead-time for availability of the scaffolding specified in the Offer and possibly in the Works schedule specifying the dates of assembly and dismantling of the scaffolding;
- The establishment of a handover certificate on acceptance of the scaffolding.

4.2 Nature of price

The price is specified in the Offer. It may be revised upwards in the event of delays and/or additional services which lead either to an increase in the volume of the Works and their price, or to new orders.

If the period of use of the scaffolding is less than that provided for in the Offer, no reduction in the price will be granted to the Customer. It will therefore owe the full price as agreed without being able to claim reimbursement or any compensation whatsoever.

5. Duration

5.1 The duration of KAEFER services means from the assembly of the scaffolding in accordance with the technical and specific conditions requested by the Customer, the availability of same for the needs of the Customer, and its dismantling.

5.2 The days required to refurbish the equipment or clean it are counted as additional days of the service.

5.3 The period for renting or provision of the scaffolding is per calendar day. It can start from the day of the signature of the

handover certificate and end before or on the day of the complete dismantling of the scaffolding.

5.4 Except in cases of force majeure and periodic inspections, there is no interruption in the availability of the scaffolding.

5.5 Delivery dates are indicative. A possible delay cannot, whatever the case, result in the cancellation of the Order. The Customer cannot claim any compensation in this respect.

6. Study projects

6.1 The Customer is under an obligation to precisely inform KAEFER about the technical and special conditions specific to the installation, availability and use of the scaffolding so that KAEFER is able to adapt its services to same, depending on the specific nature and purpose of the main contract.

Since the Customer is the only one to have an overview of the structure, it is its responsibility to check and guarantee that the bearing surface of the scaffolding, i.e. the ground but also the anchoring brackets and lashing for the scaffolding, are of sufficient strength to prevent any collapse of the scaffolding support. The Customer will bear the consequences of the defects that result from the non-compliance with these obligations.

For this reason, the Customer is under an obligation to specify in particular to KAEFER in the specifications, this list being not exhaustive:

- The nature of the Work to be done, its phasing and duration,
- The surface area and number of work floors,
- The height of these floors and in particular the altitude of the last floor,
- The constraints related to the design of the installations, for example the passages for pipes, access ladders or stairs, passages for personnel, the presence of overhead power lines, etc.
- Any constraints related to work near the structure,
- The estimated loads per floor and occasional maximum loads,
- Possible or forbidden anchor points,
- The data relating to the soil (nature, resistance), to the maximum wind speed if it deviates from the regulatory wind speed as per EN 14 439,
- The storage area for the equipment,

- The expected use; external scaffolding, internal scaffolding (furnace, sphere, etc.), protective covers; tarpaulins for weather, fireproof tarpaulins, safety nets, etc.,
- The permits to access the scaffolding must be noted on the authorizations or work permits delivered to the outside companies by the user company.

The technical data required to carry out the study are thus provided by the Customer under its sole responsibility. Any modification or additional information must be immediately communicated to KAEFER.

Studies not bearing the endorsement "OK for construction" are only for descriptive purposes to illustrate the proposed project. They cannot under any circumstances be used for construction.

6.2 KAEFER may, according to the conditions defined by the Customer, establish a corresponding estimate, and if the construction of the scaffolding justifies it (for example according to its height, etc.), establish design calculations and a scaffolding plan.

6.3 The transport of the equipment to and from the site, the assembly and dismantling of the scaffolding, carried out according to the good professional practice are provided by KAEFER independently, without any relationship of subordination with the Customer.

7. Acceptance of the scaffolding

The scaffolding must, in accordance with the legislation in force, be subject to acceptance testing and checks in accordance with article 12.5 hereof.

Otherwise, any use of the scaffolding is prohibited. In case of contravention or non-compliance, the Customer alone is liable.

Acceptance is materialized by the signature by KAEFER and the Customer of a scaffolding handover certificate, in accordance with the model submitted by KAEFER.

A handover certificate must necessarily be prepared prior to the first use of the scaffolding, then in case of a change in the site of use, a change in configuration, modifications of

the conditions of use, interruption of use for more one (1) month or provision of the scaffolding lasting more than three (3) months.

On the one hand, acceptance entails as of right the transfer of the custody, risks and maintenance of the scaffolding to be borne by the Customer, even in the event of an interruption in the construction site and use of the scaffolding by others building trades. The Customer is therefore liable for any damage that may be caused to the scaffolding as well as any damage that the scaffolding could generate if it has not complied with the obligations incumbent on it.

On the other hand, upon acceptance, the Customer agrees not to make any changes to any part of the scaffolding. In the event of such a change, it will only incur its sole liability and be held as the sole guarantor for the personnel and third parties.

8. Dismantling

In the case of an Order of indefinite duration and in the absence of a fixed date, formally and in writing, for dismantling, the Customer is obliged to inform KAEFER, in writing, of the availability date of the scaffolding for dismantling, respecting a reasonable period of prior notice and proportional to the scale of the scaffolding to be dismantled.

9. Responsibilities

9.1 No modification, removal of certain elements or moorings, even partial dismantling of the structure of the scaffolding and its supports can be carried out by the Customer or by any third party intervening on the site under the responsibility of the latter, without the express, prior and written agreement of KAEFER.

Further to same, the scaffolding will have to be the subject of new acceptance testing. A new handover certificate must be established under the responsibility of the Customer. The same applies if the scaffolding is not used for more than one (1) month.

9.2 The Customer will ensure the equipment is guarded until the day of dismantling (custody fees). During the entire period of availability of the scaffolding, the equipment is under the total responsibility of the Customer.

9.3 Any material found missing or damaged during the dismantling

will be invoiced by KAEFER at the price of the equipment according to the quote established by the supplier of KAEFER, according to the tariffs in force, or the general purchase conditions of KAEFER, with application of the coefficient for time and effort of 1.17.

9.4 In no event shall KAEFER be held liable in the event of (an) accident (s) to person (s) or material damage (s) resulting from an incorrect assembly due to the incompleteness or inaccuracy of the information provided by Customers, a modification carried out by the latter or a third party, the use or handling of its equipment under conditions different from those for which they were designed or exceeding the limits provided for by KAEFER.

9.5 KAEFER reserves the right to install equipment of the same make, whether owned by it or leased from a third party.

9.6 Where third parties, that is, any person who is not part of KAEFER's personnel, use its tools or equipment, including scaffolding, ladders, ropes or any other mechanical means of lifting, the Customer agrees and vouches it will obtain from third parties intervening on its site:

- An express and prior declaration to KAEFER;
- An express prior authorization to use same from its foreman or site manager, present on site;
- An attestation stating that the scaffolding is necessary and essential for their work;
- A prior and express commitment not to modify the tools or equipment for any reason whatsoever;
- A commitment to check before its work the compliance of the scaffolding with the legislation and regulations in force;

KAEFER declines all responsibility in the event of a material or personal accident. This is because Article 2 II of the Ministerial Decree of 21 December 2004 specifies that if scaffolding is used by several companies, each manager must ensure that the scaffolding checks have been carried out and must be able to present the documents detailing the conditions for carrying out these verifications and their results.

In the event of work by the personnel of other companies involved in other joint work packages, it is up to the Customer who has the custody of the scaffolding, to transfer the

custody and maintenance of the scaffolding to the successive users. This transfer of custody will result in the signing and fastening onto the scaffolding of a sign indicating the user company which has custody of the scaffolding.

10. Extension of the availability of scaffolding

10.1 If the expected date of availability of the scaffolding is overstepped, the Customer must immediately inform KAEFER, in writing, of the scale and reasons for the delay.

Any delay on the part of the Customer and consequently, any extension of the availability of the scaffolding entails, as of right, without it being necessary to proceed by way of an amendment or prior notice, the invoicing of the additional availability per calendar day and, where applicable, the cost of the checks referred to in Article 12.5 hereof.

10.2 Without prejudice to the application of the preceding paragraph, any additional service concerning the availability of the scaffolding may, at the request of the Customer, be the subject of a new commercial offer for availability and a new Order.

10.3 There is no price reduction if the duration of the services is less than that stipulated in the Order.

10.4 In the event of an extension resulting in the availability of scaffolding for more than three (3) months, the latter must be the subject of new acceptance testing which will be materialized by the signature of a new handover certificate in accordance with the provisions of Article 7 hereinabove.

11. Works contract

11.1 This article applies when the services offered in the KAEFER Offer relate exclusively to carrying out scaffolding work.

11.2 The scaffolding services of KAEFER are involved in the manufacture, construction and assembly of scaffolding for a main work such as the construction or repair of a building or facilities constituting a structure. As such, KAEFER participates directly in the act of building by putting its expertise and know-how to the benefit of the Customer and by adapting its service to the latter's needs and according to the specific nature

of the object involved in the main contract.

11.3 Scaffolding is understood to mean any operation, whether major or complex, consisting of the study, design and construction of an assembly of beams or tubes supporting any structure allowing workers of various building trades to work at various levels.

11.4 The silence of the Customer implies acceptance by the latter to have the contractual relations of the Parties governed by the following stipulations, which are based on subcontractor protection measures as provided for by the law of 31 December 1975, notwithstanding the assessment which could be made by the courts, without which the Parties would not have contracted.

11.5 Consequently, the Customer undertakes, in the case where scaffolding services are part of subcontracting work:

- to have KAEFER accept and explicitly agree to its terms of payment by the Contracting Authority and to substantiate same to KAEFER when ordering.

- to provide at the same time as sending the order, a guarantee of payment in the form of:

- A bank guarantee, provided by a reputedly solvent bank domiciled in France, guaranteeing the payment of all sums which will be due to KAEFER in respect of the order and any amendments to same, in accordance with article 14 of law no. 75 1334 of 31 December 1975.
- A delegation of payment from the Contracting Authority guaranteeing that the latter will pay KAEFER directly in accordance with the terms of payment of KAEFER, the amounts that are due under the contract, in accordance with article 14 of the law mentioned hereinabove.

12. Services payable by the Customer

The Customer is bound, at its expense and under its sole responsibility, this list not being exhaustive, to respect the health and safety conditions and the following supplementary obligations to the provisions of article 6.5 of KAEFER's General Terms and Conditions for the Performance of Works and Services:

12.1 Cleanliness, clutter

In accordance with the general maintenance obligation to which it is held pursuant to Article 7 paragraph 5 above and 12.4 hereinafter, the Customer shall ensure that the scaffolding is constantly cleared of all debris and rubbish. No loose material or equipment on which a worker can walk must be in a dangerous position.

In case of snow, frost or ice, the Customer must take all the necessary measures to prevent slipping.

Before disassembly, the Customer must ensure the work floors are cleared of all rubble and the cleaning of material covered with concrete, resin, etc. In the event of return of particularly dirty scaffolding, the costs of refurbishment will be charged to the Customer, in addition, on the basis of the time spent, at the hourly rate in force or on invoice of the supplier, with application of the coefficient for time and effort of 1.17.

12.2 Load distribution

The Customer must check the compatibility of the nature and strength of the supporting materials with the operating loads to be borne by the scaffolding and which are indicated on the estimate, plan or any other document.

The Customer shall ensure that the scaffolding is not overloaded and that the loads are distributed as uniformly as possible. In addition, the Customer will, among other things, ensure that:

- the admissible loads per work floor are respected;
- there is no confusion between distributed loads and point loads;
- scaffolding that is scheduled not to be covered, is covered, even with a net.

The Customer must guarantee KAEFER that the bearing surface has sufficient strength to resist any sagging in the support.

The Customer shall ensure that the scaffolding is properly anchored or tied at any point with sufficient strength or protected against the risk of slipping and overturning by any other means of equivalent effectiveness.

Before installing lifting devices on the scaffolding, the Customer shall take special precautions to ensure the strength as well as the general and local stability of the scaffolding.

12.3 Environment

The Customer must inform KAEFER of the presence of overhead power lines and any other hazards that it knows or should have known.

The Customer will disassemble or protect at his own expense all embellishments, signs, billboards, blinds, shutters, likely to be damaged by KAEFER.

Authorizations to build and store on the public domain required by the regulations are the responsibility of the Customer and must be submitted to KAEFER one (1) week before the start of the work-site.

12.4 Custody of scaffolding

As part of its scaffolding services, KAEFER communicates to the Customer the instructions and conditions for the use, custody and maintenance of the scaffolding, which the latter undertakes to transmit to the companies working on the scaffolding.

Therefore, the Customer will ensure custody of the scaffolding throughout the duration of availability, that is to say, from the date of acceptance until the day of actual disassembly. As such, it will be responsible for its upkeep and correct use.

It is obliged to alert KAEFER in the event of an incident.

In the case of insolvency proceedings involving the Customer, it must allow the administrator to be in a position to ensure the conservation of the scaffolding.

In addition, the custody of the scaffold being in these circumstances transferred to the Customer, it is its responsibility, if necessary and under its sole responsibility, to transfer said custody to the user of the scaffolding.

The latter will therefore be obliged to monitor the scaffolding each day with the corresponding duties, namely use of the scaffolding according to the above conditions, carrying out the checks and alerting.

Unless otherwise agreed in the Offer, the Customer must also prohibit access to the scaffolding to other personnel.

KAEFER can only intervene within the framework of its contractual relations with the Customer.

12.5 Periodic examinations

In accordance with the legislation in force, the scaffolding must be

the subject of maintenance and periodic visits which do not form part of the Works provided for in the Offer, unless otherwise stipulated.

The Customer, in its capacity as the ordering party, must proceed with the verification of the scaffolding before accepting the scaffolding with KAEFER, in its capacity as assembler, and proceed to inspect the adequacy, assembly, installation and state of conservation of the scaffolding. The results of these verifications will be recorded on the handover certificate and recorded in the Site Safety Register.

The Customer must also carry out or have a competent company carry out the daily inspection (state of conservation) of the scaffolding during the availability of same and record the repairs to be carried out on the Site Safety Register.

The said Safety Register must be made available by the Customer to all user companies working on the site.

The Customer must obtain from the companies using the scaffolding all the information relating to their needs when drawing up the specifications and must include on the handover certificate the names of the companies authorized to use the scaffolding. Nonetheless, companies using the scaffolding must continue to ensure that the checks are carried out, unless the Customer has expressly entrusted the verification to each of the companies using the scaffolding.

Finally, in the event that the scaffolding is made available for a period longer than three (3) months, the Customer must also ensure the quarterly verification of the state of conservation of the scaffolding, just as it carried out the check before accepting the scaffolding.

The inspection reports, dates, name, and the quality of the persons who carried them out must be recorded on the Site Safety Register.

Any company using the scaffolding must always be able to present the documents describing the conditions of the checks and their results.

Unless otherwise stipulated, any inspection after acceptance and any refurbishment after acceptance are the sole responsibility of the Customer.

The Customer undertakes to return equipment to KAEFER that is free from any contamination and will bear all the consequences for same as provided for in article 7.5 of KAEFER's General Terms and Conditions for the Performance of Works and Services.