



KAEFER WANNER

Standard Terms & Conditions for Works and Services (C.G.E.T.S)

And

Special Terms and Conditions for Scaffolding Works

KAEFER WANNER S.A.S.

Head office: 31-35, rue Gambetta – 92280 Suresnes Cedex
S.A.S with a capital of €2,118,720 - RCS Nanterre 312 668 601

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STANDARD TERMS AND CONDITIONS FOR WORKS AND SERVICES (CGETS)

1. General

1.1 The present Terms and Conditions for Works and Services set out the terms and conditions under which KAEFER WANNER shall perform Works and/or Services and/or supply Materials and/or Equipment ordered by Customer.

1.2 Orders placed by Customer are governed by the documents below, in the following order of priority:

- 1) the technical and commercial offer submitted by KAEFER WANNER,
- 2) the technical documents (attached) and plans drawn up by KAEFER WANNER,
- 3) the KAEFER WANNER Special Terms and Conditions for Scaffolding Works, if scaffolding works are to be carried out,
- 4) the present KAEFER WANNER Terms and Conditions for Works and Services,
- 5) the Order acknowledgement issued by KAEFER WANNER.

Customer's general or special terms and conditions of purchase are excluded from the contractual documents applicable, unless expressly indicated otherwise in the Offer and/or in the Order acknowledgement.

1.3 By ordering, Customer unreservedly accepts the present terms and conditions; only articles 2.2-2.3-2.5-3.1-3.2-6.5-7 can be modified by the special conditions attached to the Offer.

2. Definitions

In the present terms and conditions, the following definitions shall apply to the terms below:

- "Customer" shall mean the individual or legal entity for whom KAEFER WANNER is providing services as part of an Order;
- "Order" shall mean the order placed by Customer governed by the documents listed in article 1.2;
- "Materials and/or equipment" shall mean those mentioned in the Offer, which KAEFER WANNER undertakes to deliver to Customer and/or

- install on Customer's site;
- "Offer" shall mean the technical and commercial offer drafted by KAEFER WANNER;
- "Works and/or Services" shall mean the services set out in the Offer, which KAEFER WANNER undertakes to perform for Customer as per the Offer.

3. Offer

3.1 Reference

The Offer is based on the documents and information provided by Customer to KAEFER WANNER. If any additional works are necessary due to inaccurate information provided by Customer, a prior Order shall be established setting out the prices, duration and terms of said works negotiated by the Parties. When Customer has supplied or imposed specific materials or a specific design, against KAEFER WANNER's advice, its liability cannot be incurred.

3.2 Works and/or Services not specified

KAEFER WANNER shall only carry out Works and/or Services not specified in the Offer subject to the prior written agreement of both Parties before the works or services are carried out and they shall be governed by the present terms and conditions. Customer undertakes to pay KAEFER WANNER for such Works and/or Services under the conditions determined in said agreement.

3.3 Validity of Offer

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

4. Prices

4.1 General stipulations

Unless agreed otherwise, prices are net, excluding tax and without discounts. Taxes are added on the invoice at the current rate at the time of invoicing. Prices are based on normal weekly working hours (base 35 hours) in accordance with the legislation applicable at the time of the Offer.

4.2 Fixed-price work or work based on unit prices

4.2.1 Principle

Fixed-price contracts:

Fixed prices are only applicable and binding on KAEFER WANNER for the works and/or

services described in its Offer and/or the technical specifications on which its proposal is based.

Contracts according to price list:

For contracts according to price list, the sums due are calculated according to the quantities carried out, established by a joint quantity survey in accordance with the rules of the SNI or in accordance with the rules set out in the Offer or the invitation to tender, where applicable, and expressed in the same measurement units as the Offer. In order to avoid any dispute, Customer or Customer's representative is required to attend when invited to do so. Should Customer wish to contest a quantity survey from which it was absent, it shall pay all the costs related to a new quantity survey. Each party can be assisted by a quantity surveyor.

4.2.2 Cost-plus

Works and/or Services that cannot be classed as a list price will be invoiced on a cost-plus basis, at an hourly rate and a material rate defined by agreement between the parties. Cost-plus expenses are calculated on the following bases:

- Hourly rates

The chargeable hourly rates are established taking into account the legal surcharges in accordance with Customer's hours and the applicable law. They shall also take account of article 4.2.2. Travel time and the costs of shutting down the site shall be invoiced in addition.

- Equipment – Materials and machinery

These shall be invoiced according to terms agreed between the parties.

4.3 Additional works

Additional works accepted by KAEFER WANNER will be invoiced:

- on the basis of the price list or fixed price defined in 4.2.1; or
- on a cost-plus basis as per 4.2.3 above.

If the increase is 25% more than the initial Works, KAEFER WANNER reserves the right to adjust its Offer or cancel the Order.

4.4 Reduced works

If the Works indicated in the Order are reduced by more than 10%, KAEFER WANNER reserves the right to claim the payment of compensation for its costs and part of the profit it could have made in performing the

works specified and not carried out.

4.5 Updating prices

After the validity date of the Offer as defined in article 3.3, the parties can, by express agreement, decide to extend it, subject to updating the prices.

4.6 Adjustment of prices

If the Offer is accompanied with an adjustment formula, the prices will be readjusted on each statement of works or when the works are completed, depending on what is decided by the parties by agreement. If this is not expressly decided, the parties are presumed to have wanted to apply the formula at the end of the works. In both cases, the formula applies on each statement according to the date thereof.

4.7 Guarantee retention

The guarantee retention requested by Customer for works coming within the scope of application of article 1779-3 of the French civil code cannot exceed 5% of the pre-tax amount of the Order, excluding scaffolding and maintenance services, nor can it be maintained beyond a period of one year from the date of completion, declared with or without defect issues.

KAEFER WANNER reserves the option to replace the guarantee retention by the delivery of a bank guarantee in accordance with the French act of 16 July 1971. The guarantee retention or bank guarantee covers the proper completion of the Works, to the exclusion of any other sums the company might owe Customer, particularly in relation to the common costs account.

5 Terms of payment

5.1 Conditions

The Order is only deemed firm and final after confirmation of all the terms of payment, validated by the delivery of an acknowledgement of receipt by KAEFER WANNER.

5.2 Terms of payment

Unless a shorter period is indicated by the Parties, payments are made by cheque, draft, bill or bank transfer within 45 days end of month from the date on which the invoice is issued.

5.3 Late payment

Default interest is automatically due to KAEFER WANNER on all sums not paid on their due date. The interest charged will be calculated on the amount of the

outstanding sum at the rate of three times the current statutory rate. Such penalties run from the day after the payment date indicated on the invoice until the date the amount due is paid in full, without prejudice in particular to the statutory fixed charge of 40 Euros for collection costs. At the same time, KAEFER WANNER reserves the right to interrupt the Works and/or Services until the sums due have been paid in full. Resumption of the works may be made conditional upon obtaining the necessary securities.

5.4 KAEFER WANNER reserves the right to suspend the Works and/or Services and/or cancel the Order as of right, without notice or damages in the event of a deterioration in Customer's financial or commercial situation which might compromise KAEFER WANNER's interests, due to the fact that the Order is not covered by its customer credit insurance, in all or part.

5.5 Non-payment
In the event of late payment of more than two weeks, KAEFER WANNER reserves the right to suspend the performance of the Works and/or Services and/or cancel the Order in accordance with article 16.1 below.

5.6 Payment guarantee
When KAEFER WANNER's Customer is the project owner, said project owner may be required to guarantee the payment of the sums due under the terms of the private works contract in accordance with article 1799-1 of the French civil code. The guarantee is due when the amount of the sums due exceeds 12,000 Euros excluding tax.

When KAEFER WANNER's Customer is a contractor, said contractor is required to apply all the provisions stipulated by act No. 78-1334 of 31 December 1975 relating to subcontracting. To this end, the contractor shall ensure that KAEFER WANNER and its terms of payment are accepted and approved by the project owner. If the project owner is a public contracting authority, the main contractor shall draw up a special subcontracting agreement allowing the project owner to pay KAEFER WANNER directly. If the project owner is a private entity, the main contractor shall provide to KAEFER WANNER, as subcontractor either a bank guarantee or a delegation from the project owner.

6 Deliveries

6.1 Postponed delivery
If, for any reason whatsoever, the supply times of materials are changed due to Customer, Customer shall pay the additional storage and handling costs resulting from this.

6.2 Late delivery
The programmes for Works and/or Services and the completion times of a project are determined subject to supplies being made within a period fixed in the Offer or, failing this, in the Order acknowledgement. Delays, particularly those resulting from a lack of normal supply, cannot under any circumstances be attributable to KAEFER WANNER or result in the cancellation of the Order due to KAEFER WANNER.

7 Performance

7.1 Performance times
The performance times of the Works and/or Services are indicated in the Offer or, failing this, in the Order acknowledgement. If the performance times are changed from those mentioned in the invitation to tender, an amendment will be agreed between the parties to indicate these new times.

7.2 Working hours
The daily and weekly working hours on which the Offer is based comply with the legislation and collective agreements applicable. If after accepting the Order, Customer requires KAEFER WANNER employees to work specific daily hours in the location where KAEFER WANNER is working and this results in either overtime or under-employment extending the duration of the work, Customer shall bear the full amount of the resulting additional cost.

7.3 Handover of installations
All installations must be made available to KAEFER WANNER, ready for insulation or works, when its employees arrive. If this is not the case, the additional costs resulting from the unavailability of the installations shall be assumed by Customer. Said costs shall be invoiced on a cost-plus basis.

7.4 Delay/Interruption of project
KAEFER WANNER cannot be held liable for delay or interruption in the project if this is caused by Customer, project owner or other trades, and the

cause of this includes but is not limited to: a delay in the handover of the installations to be insulated, inability to gain access, postponements in work, simultaneous activities, etc...

Customer shall bear the costs involved, including but not limited to the following:

- Costs of demobilising and/or remobilising KAEFER WANNER employees;
- Accommodation and return travel costs of employees;
- Costs related to the necessary protective measures for materials and equipment left on the work site;
- Rental costs during the period of interruption and/or extended period during which rented equipment is provided (scaffolding, vehicles, etc);
- Productivity losses.

According to the above, the changes made to timescales will result in a negotiated adjustment of the new schedules

7.5 Services of Customer

7.5.1 Health and safety
Customer is solely responsible for the following at its cost:

- at the invitation to tender stage and before the Works and/or Services commence:
 - informing KAEFER WANNER of all existing safety instructions on the site, as well as specific hazards to be avoided;
 - providing KAEFER WANNER with the technical documentation relating to the detection and identification of materials containing asbestos or refractory ceramic fibres that may be present on the site, so it is able to take all the necessary measures to protect staff working on the site;
 - informing KAEFER WANNER of the possible presence of substances that are carcinogenic, mutagenic or toxic to reproduction on the site (lead, benzene, etc.), so it is able to take all the necessary measures to protect the staff working on the site;

- during the Works and/or Services:

- ensuring signs and safety measures regarding, in particular but not limited to this list, risks of electrocution, drowning, asphyxiation, poisoning by toxic gases or burns from chemical products, corrosive vapour, or being in the vicinity of radiators or air, steam or hot water pipes, or falls from height;
- in case of provision of equipment on site (overhead cranes, detectors, forklifts, etc), guaranteeing said equipment complies with the regulations

applicable;

7.5.2 Environment

Customer is solely responsible, at its cost, for informing KAEFER WANNER prior to the start of the Works and/or Services of all instructions to be followed on the site in terms of legal and regulatory environmental requirements, including but not limited to waste management, storage of chemical products and so on.

7.5.3 Miscellaneous

Unless agreed otherwise, Customer is also required to:

- provide first aid care to KAEFER WANNER employees in the event of an accident;
- authorise said employees to use existing sanitary facilities;
- provide said employees with a lockable locker, and an area for eating;
- make sure the necessary supplies are on hand: water, lighting, energy (compressed air where applicable);
- provide KAEFER WANNER with storage areas or rooms to protect materials, equipment or tools from the elements and risk of theft.

7.6 Use of KAEFER WANNER equipment

When people working for Customer use KAEFER WANNER's tools and equipment, and in particular scaffolding, ladders, ropes or all other mechanical means of lifting:

- prior written permission to use such equipment must be obtained from the shift manager or site manager present,
- the equipment must be installed and erected according to KAEFER WANNER's instructions and under its supervision,
- the user must strictly observe the safety instructions. Should said workers fail to respect the conditions of use above, KAEFER WANNER declines all liability in the event of accident or injury.

7.7 Common costs account

Contributions to the joint costs of the project, such as insurance, the services of an inspection agency, the common costs account and so on, can only be claimed from KAEFER WANNER under the following conditions:

- KAEFER WANNER was informed of the sums or percentages concerned and approved them prior to preparing the Offer. Such sums and percentages cannot be modified subsequently without KAEFER WANNER's express consent,
- KAEFER WANNER's contribution, whatever the

amount, must correspond to the costs actually incurred and a service from which it has actually benefited.

8 Tests

Unless agreed otherwise in the Offer, the costs incurred for tests, such as measurement of losses, measurement of sound level, and so on, are always paid by Customer.

They must be carried out in the presence of an authorised representative of KAEFER WANNER, no later than 1 week after completion of the works.

9 Acceptance

Customer or a representative of Customer shall accept the Works and/or Services set out in the Order, in the presence of a KAEFER WANNER representative, no later than within 1 week after the completion of the tests, without waiting for the works of other trades to be completed. Failing such acceptance, Customer shall be deemed to have accepted said Works and/or Services without defect issues.

10 Passing of title and risks

10.1 Passing of risks

Risks pass as and when the Works and/or Services are completed, whether acceptance is accompanied with defect issues or not.

10.2 Retention of title

Goods, materials or equipment delivered remain the property of KAEFER WANNER until the price due has been paid in full.

11 Warranty

KAEFER WANNER warrants that the Works and/or Services set out in the Order shall be free from any defects and/or faults of any kind whatsoever, and have been carried out in accordance with the requirements and specifications mentioned in the Order, for a period of 12 months, from completion with or without defect issues.

When an error or defect relating to the Works and/or Services carried out under the Order occurs, Customer informs KAEFER WANNER in writing, within one month after the discovery of the alleged error or defect, failing which all rights shall lapse.

The warranty covers any replacement, repair, correction,

modification or adjustment required to obtain or maintain the characteristics and results the Customer has been guaranteed. Such remedial work shall be carried out, as chosen by KAEFER WANNER, either in Customer's premises, or on the end customer's site (provided this is in mainland France), or in KAEFER WANNER's premises. KAEFER WANNER bears the labour, travel and equipment costs if these were included in the Order placed with KAEFER WANNER.

The above-mentioned 12-month period will be suspended from the start date of the remedial work on the Works and/or Services concerned, until such time as KAEFER WANNER has carried out the necessary replacements, repairs, corrections, modifications or adjustments.

Such warranty does not apply to defects resulting from:

- Force majeure,
- Normal wear and tear,
- Fault on the part of Customer such as lack of supervision or maintenance, incorrect operation or conditions of installation, storage or use not in accordance with KAEFER WANNER's instructions,
- Modifications or repairs on equipment installed, decided by Customer without or against KAEFER WANNER's advice and carried out by Customer or by a third party at its request,
- The actions of a third party,
- A design imposed by Customer,
- Information, products or materials supplied by Customer of which the inspection by KAEFER WANNER was not formally part of its contractual obligations.

12 Liability

KAEFER WANNER's liability vis-a-vis Customer for the performance of the Works and/or Services is limited to compensating for the direct damages attributable to KAEFER WANNER, and cannot exceed one hundred per cent (100%) of the pre-tax price of the Order, tax, notwithstanding any higher limit that may be mentioned in the insurance certificates provided by KAEFER WANNER. This limitation of liability is excluded in the event of negligence or bodily injury.

KAEFER WANNER cannot under any circumstances be held liable for compensating for financial and/or indirect losses

resulting from a failure in the performance of its obligations, including and not limited to any operating losses, loss of profits, loss of contracts, production losses and so on.

13 Insurance

KAEFER WANNER holds general public liability and ten-year public liability insurance covering the financial consequences of damages that might be incumbent upon it, up to the limits defined in the certificate of insurance submitted to its Customer or which Customer acknowledges it has seen. Therefore, Customer undertakes to waive any recourse against KAEFER WANNER for damages exceeding the limits set in article 11 above and undertakes to obtain this waiver of recourse from its insurers.

14 Ethics and anti-bribery

For KAEFER WANNER, respecting competition and preventing fraud, bribery and unlawful agreements is of the utmost importance. As such, the company has established a Professional Code of Conduct which it aims to adhere to, particularly in all its commercial dealings with third parties.

In this respect, KAEFER WANNER undertakes, in particular, that it shall not directly or indirectly offer, give or promise an undue financial advantage to a Customer's member of staff to obtain an Order.

Customer represents that it has perfect knowledge of French and international laws and regulations regarding competition fraud prevention, bribery and unlawful agreements and Customer undertakes to comply fully with the said applicable regulations and KAEFER's Professional Code of Conduct attached to the Order or available on its website [http://www.kaefer.fr/Code de Conduite.html](http://www.kaefer.fr/Code_de_Conduite.html) and ensure that its employees, consultants and subcontractors do likewise. It undertakes to respect the same principles and strictly comply with the relevant applicable regulations.

Customer therefore makes the following undertakings and warranties in respect of an Order, on its behalf and on behalf of any individual or entity acting for or representing the Customer:

- that it has observed and will observe all applicable

regulations relating to the prevention of fraud, bribery and unlawful agreements,

- that it has not and shall not, directly or indirectly, accept a financial or any other kind of advantage (gifts, presents, services or favours of any kind), in return for which it would agree to place an Order;
- that it will not accept or engage in anything which by action, omission or influence, directly or through another party, might incur its liability and/or that of KAEFER WANNER in accordance with the applicable regulations and/or these clauses;
- that it will immediately report any event likely to violate these clauses and assist KAEFER WANNER fully in any proceedings brought by an authority dealing with fraud, bribery or competition related to an Order.

These provisions shall apply as well for any transaction with a public agent or any person who is vested with a public function for the purpose to influence an official decision or obtain undue benefits.

Customer shall hold KAEFER WANNER harmless for any consequence, particularly financial, which might result from failure to respect these clauses,

Without prejudice to the foregoing, any violation of the provisions hereof by the Customer will be considered as a gross misconduct which will allow KAEFER WANNER, at its own convenience, to reserve the option to implement the provisions of Article 16 below and terminate the Order without notice and indemnities, and without affecting any damages it may claim by virtue hereof.

15. Intellectual property

15.1 Each party retains exclusive title to the know-how and knowledge owned, acquired or developed by it prior to the effective date of the Order, or separately from it, as well as all associated industrial or intellectual property rights.

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

(studies, outlines, plans, drawings, sketches, design calculations, etc), used for the purposes of the Order.

15.3 Unless stipulated otherwise, KAEFER WANNER retains ownership of the results obtained during the performance of the Order and in particular all documents such as studies, design calculations, plans, drawings and so on prepared for the purposes of the Order. KAEFER WANNER grants Customer a personal, non-transferable, non-exclusive licence to use said results exclusively for its own purposes and, if applicable, for other beneficiaries indicated, under the conditions and according to the limits determined by the licence. Such licence shall remain in effect for the lifetime of the materials relating to these Works and/or Services as foreseeable at the time KAEFER WANNER's proposal has been established.

15.4 Each party indemnifies and holds the other party harmless for all claims that might be brought by third parties alleging an infringement of intellectual property rights relating to the Works and/or Services, either due to specific instructions, elements or specifications provided by Customer, or due to elements prepared or supplied exclusively by KAEFER WANNER. Therefore, the party held liable for the claims made shall assume all the costs incurred by the other party (in particular, legal costs and legal counsel fees) as well as all the financial consequences, of any kind whatsoever, that may result from the action of a third party, such as an order to pay damages, within the limit of the sums defined in article 11 if KAEFER WANNER's liability is established.

16. Contractual non-performance

16.1 Exception for non-performance

KAEFER WANNER reserves the right to:

- Refuse to perform the Works/Services in the event of a sufficiently serious contractual non-performance on the part of its Customer;
- Suspend the Works/Services if it appears clear that its Customer has not fulfilled its contractual obligations on the date agreed, when such non-performance is considered sufficiently serious by KAEFER WANNER.

Sufficiently serious contractual non-performance as per this article includes:

- Any non-payment or late payment of more than 2 weeks;
- Performance of Works/Services in a work environment that does not comply with the regulatory safety requirements.

16.2 Enforced specific performance

In the event where its Customer requires it to proceed with the specific performance of the Works/Services, KAEFER WANNER reserves the right to rely on the provisions of article 1221 of the French civil code and refuse to perform the Works/Services citing an evident disproportion between their cost to KAEFER WANNER and their benefit to Customer.

16.3 Contractual cancellation (cancellation clause)

Pursuant to article 1225 of the French civil code, KAEFER WANNER can proceed with the cancellation of the Order as of right without prior notice when the following contractual breaches might be attributable to its Customer:

- Acts with fraudulent or malicious intent committed by Customer relating to the Order.
- Any act committed by Customer or its staff in breach of article 14 Ethics and anti-bribery;
- Performance of Works/Services in a work environment that does not comply with the regulatory safety requirements.

The cancellation of the order will be effective on the date of the reception of the notification by the Customer.

16.4 Unilateral cancellation by notification

Pursuant to article 1226 of the French civil code, KAEFER WANNER can proceed with the unilateral cancellation of the Order by means of notification in the event of sufficiently serious non-performance of the Customer's contractual obligations.

The cancellation of the Order will then be notified by KAEFER WANNER to its Customer, if no action is taken to remedy the situation within one week after the delivery of a notice requiring Customer to fulfil its obligations. Cancellation will take effect on the date the Customer who has not remedied the failures

recorded in the notice receives the applicable notification.

16.5 Unilateral contractual cancellation

KAEFER WANNER has the option to terminate the Order, without paying the Customer any compensation in the following cases:

- change of control in the legal structure of Customer's company (partial business transfer, merger-takeover) reducing Customer's financial capacities;
- transfer of Order to a third party without KAEFER WANNER's express prior consent.

16.6 Non-waiver

Should KAEFER WANNER fail to enforce the application of the decisive clauses mentioned above, this cannot be construed as a waiver on its part, present or future, to assert its right to implement said clause.

17. Force majeure

The parties cannot be held liable vis-à-vis the other for non-fulfilment, improper fulfilment or late fulfilment of any obligation when this results from the occurrence of a force majeure event.

A force majeure event shall be considered to include any unpreventable and unforeseeable event outside the control of the party citing it, which is of a nature to prevent the normal performance of the Order.

If a force majeure event occurs, the parties will be released from their contractual obligations for the duration of the effects of this event.

The party intending to cite the occurrence of a force majeure event shall inform the other immediately by registered letter with confirmation of receipt.

If it is impossible to resume the Works and/or Services due to force majeure, the Order can, at KAEFER WANNER's request, be terminated as of right 2 weeks from the corresponding notification.

18. Confidentiality

For the duration of the Order and for a period of five (5) years after it ends, whatever the cause, Customer is bound by absolute confidentiality with regard to all information of any kind (technical, commercial, strategic and financial information and data and, more generally, all information relating to the performance of the Order, and all associated documents), provided

verbally, in writing or in any other form, which it might come to know in negotiating and performing the Order, concerning KAEFER WANNER's intellectual property rights, know-how and technology as well as technical specifications relating to the Works and/or Services.

Therefore, Customer undertakes as follows:

- to only use the confidential information for the sole purposes of negotiating or performing the Order;
- not to reproduce, duplicate or transfer this information;
- to only disclose this information to its permanent members of staff who have a real need to know it;
- to return any document or medium containing such information to KAEFER WANNER at the end of the Order and/or destroy it.

Customer guarantees its employees or other agents shall respect this confidentiality obligation.

19 Substitution clause

This Agreement is entered into strictly in consideration of the identity of Customer which cannot therefore assign or transfer all or some of its rights and obligations in respect of the Order to any third party whatsoever without KAEFER WANNER's prior written consent. Notwithstanding the above, in the event of a transfer resulting from an internal restructuring operation by partial business transfer, merger, takeover, demerger or full transfer of assets and liabilities, KAEFER WANNER is freely able to transfer all or some of its rights and obligations in respect of the Order to any member company of the group to which it belongs, by a simple written notification sent to its Customer by registered letter. In this case, the substitution will be effective subject to the prior condition of the implementation of the transfer between KAEFER WANNER and the beneficiary entity in the restructuring operation. The beneficiary entity shall be purely and simply subrogated to the rights and obligations of KAEFER WANNER in respect of the Order.



20 Probative value of electronic documents

Pursuant to article 1379 of the French civil code, any duplicate that is a faithful and durable copy of an original document, made using a process compliant with the conditions stipulated by order No. 2016-1673 of 5 December 2016, is presumed reliable.

In this regard, the Parties agree that secure digital signatures, digitised handwritten signatures or an original handwritten signature have the same probative value.

In the case of an order including a digitised handwritten signature, Customer undertakes to present its original signature to KAEFER WANNER at its request.

Between the Parties, any electronic document can be presented as proof for the purposes of any proceedings and will be considered as a commercial archive filed in hard copy.

21 . Governing law – Dispute resolution

French law is exclusively applicable to any Order signed in accordance with the present terms and conditions. By express agreement, any dispute between the parties shall come under the exclusive jurisdiction of the courts of KAEFER WANNER's head office or in the jurisdiction of which the Works and/or Services have been carried out, as chosen by KAEFER WANNER, notwithstanding any clause to the contrary regarding jurisdiction and unless stated otherwise in the legislation applicable.

SPECIAL TERMS AND CONDITIONS FOR SCAFFOLDING WORKS

1. General

1.1 The present terms and conditions define the terms and conditions under which KAEFER WANNER shall carry out scaffolding works ordered by Customer or perform inspections on scaffolding erected by a third party.

1.2 Orders placed by Customer are governed by the documents below, in the following order of priority:

- 1) the technical and commercial offer submitted by KAEFER WANNER ("Offer"),
- 2) the technical documents (attached) and plans drawn up by KAEFER WANNER,
- 3) the present KAEFER WANNER special terms and conditions for scaffolding Works,
- 4) the KAEFER WANNER terms and conditions for works and services,
- 5) the order acknowledgement issued by KAEFER WANNER.

Customer's general or special terms and conditions of purchase are excluded from the contractual documents applicable, unless expressly indicated otherwise in the Offer and/or in the Order acknowledgement.

1.3 By ordering, Customer unreservedly accepts the present terms and conditions. They can only be amended by special terms and conditions attached to the Offer and/or the Order acknowledgement.

2. Definitions

In the present terms and conditions, the following definitions shall apply to the terms below:

- "Customer" shall mean the individual or legal entity for whom KAEFER WANNER is providing services as part of an Order;
- "Order" shall mean the order placed by Customer governed by the documents listed in article 1.2;
- "Offer" shall mean the technical and commercial offer drafted by KAEFER WANNER;
- "Works" shall mean the scaffolding works set out in the Offer, which KAEFER WANNER undertakes to perform for Customer as per

the Offer

3. Offer

3.1 Reference

The Offer is based on the documents and information provided by Customer to KAEFER WANNER. Any additional works made necessary due to inaccurate information provided by Customer will be accepted by KAEFER WANNER provided they are paid for by Customer.

KAEFER WANNER's proposal relates to studies/design and the construction, erection and removal of scaffolding, return transport, the drafting of a handover report and the provision of the scaffolding material.

3.2 Conditions of provision of services

KAEFER WANNER's proposal is made on the basis of normal working conditions:

- work to be carried out during normal weekly working hours (base 35 hours) in accordance with the legislation applicable on the date of the Offer.
- erection and/or removal works are to be carried out in one visit, unless stipulated otherwise in the Offer.

If the service involves the inspection of scaffolding erected by another company, Customer shall send KAEFER WANNER the technical specifications (design calculations, erection plans, etc) and the terms it sent to the company that erected the scaffolding. If KAEFER WANNER is given the erection plan and design calculations, where applicable, it undertakes to retain said documents for the duration of its work on the site and return them to Customer after the scaffolding has been removed.

3.3 Location of works

Customer shall inform KAEFER WANNER of the address of the site where the equipment will be used as well as the storage location/area and undertakes not to change said address or move equipment without its express agreement which shall indicate the conditions applicable, particularly technical conditions.

4. Prices

3.4 Structure

Except when the services involve simple inspection of scaffolding

erected by another company, the price includes the following:

- the determination of Customer's requirements which Customer itself has established in the technical specification;
- the specific studies, design calculations and plans necessary, in accordance with the legislation applicable, to erect the scaffolding according to Customer's needs with a view to its main construction project;
- the production of the scaffolding (multi-directional, mobile scaffolding, etc);
- return transport of equipment;
- erection and removal;
- the period during which the scaffolding is made available for use as indicated in the Offer and, where applicable, in the programme of Works indicating the dates on which the scaffolding is erected and removed;
- the drafting of a handover report on acceptance of the scaffolding.

3.5 Type of price

The price is determined in the Offer. It may be increased in the event of delays and/or additional services which will result in either an increase in the total Works to be carried out and the price due, or further orders.

If the period of use of the scaffolding is less than that indicated in the Offer, the Customer shall not be given a reduction in price. Therefore, Customer shall pay the full price agreed without being able to ask for a refund or claim any compensation whatsoever.

5. Duration

5.1 The duration of KAEFER WANNER's services includes the erection of the scaffolding in accordance with Customer's specific technical requirements, the use of the scaffolding for Customer's needs, and its removal.

5.2 The days needed to repair or clean the materials used are counted as additional days.

5.3 The period during which scaffolding is rented or made available for use is expressed in calendar days. It can start to run from the date of signature of the handover report for the scaffolding and end before or on the date on which the scaffolding is completely removed.

5.4 Except in the event of force majeure and periodical

inspections, there is no interruption in the period of use of scaffolding.

5.5 Delivery times are given as a guide only. The Order cannot be cancelled in the event of any delays nor can Customer claim any compensation in this regard.

6. Preliminary studies

6.1 Customer is required to give KAEFER WANNER precise details of the specific technical conditions under which the scaffolding is to be installed, made available and used, so that KAEFER WANNER is able to adapt its service to such conditions according to the specific details of the main contract.

Since Customer alone has an overall view of the project, it is required to check and guarantee that the surface supporting the scaffolding, namely the ground but also the scaffolding anchors and ties, is strong enough to resist any collapse in support in the scaffolding, in particular. Customer will bear the consequences of problems resulting from failure to uphold these obligations.

Thus, Customer is required to inform KAEFER WANNER of the following in the specification, amongst other details:

- the type of Works to be carried out, phases of works and duration,
- surface area and number of working platforms,
- height of such platforms and, in particular, the height of the last platform;
- the constraints related to the design of the installations, for example, access for pipes, access ladder or stairs, access for production staff, presence of overhead electricity lines, etc...
- any constraints related to works in the vicinity of the construction project,
- estimated loads per platform and maximum ad hoc loads,
- possible or prohibited anchorage points,
- data relating to ground surface (type, resistance), maximum wind speed if this is different from the regulatory wind speed according to standard EN 14 439,
- storage area for material,
- expected use; external scaffolding, internal scaffolding (furnace, sphere...), protective elements; weather protection sheeting, flame retardant sheeting, safety netting, etc,
- permission to access scaffolding shall be noted on



the authorisations or work permits issued to external companies by the user company.

Customer is therefore solely responsible for providing the technical data required to carry out the study. KAEFER WANNER must be immediately informed of any changes or additional information.

Studies not marked "Approved for implementation" can only be used for descriptive purposes to illustrate the envisaged project. They cannot under any circumstances be used for implementation.

6.2 On the basis of the conditions thus defined by Customer, KAEFER WANNER can prepare a corresponding quote and, if the construction of the scaffolding justifies this (for example given its height, etc), can prepare design calculations and a plan of the scaffolding.

6.3 KAEFER WANNER transports the materials to and from the site and erects and removes the scaffolding, according to industry standards completely independently and not under the authority of Customer.

7. Acceptance of scaffolding

In accordance with the legislation applicable, scaffolding must be accepted and inspected in accordance with article 11.5 hereof.

Failing this, scaffolding cannot be used. Customer is solely liable if this is not adhered to.

Acceptance is formalised by the signature by KAEFER WANNER and Customer of a handover report as per the template issued by KAEFER WANNER.

A handover report must be established when the scaffolding is used for the first time, or if there is a change in site, change in configuration or modification of conditions of use, an interruption in use of more than one month or availability for use for more than three months.

On acceptance, Customer assumes responsibility for the care and maintenance of the scaffolding and the associated risks, even if the works are interrupted or the scaffolding is used by other trades. Customer is thus liable for the damages that might be sustained by the

scaffolding as well as the damages that the scaffolding might cause if it has failed to fulfil the obligations incumbent upon it.

Furthermore, after acceptance, Customer undertakes not to make any modifications to any element of the scaffolding whatsoever. It shall be solely liable for any such modification and sole guarantor vis-a-vis staff and third parties.

8. Removal

In the event of an open-ended service and no date being fixed by agreement and in writing for removal of scaffolding, Customer shall be required to inform KAEFER WANNER, in writing, of the date the scaffolding will be handed over for removal, subject to a reasonable notice period proportional to the size of the scaffolding to be removed.

9. Liability

9.1 Neither Customer nor any third party working on the site under Customer's authority can change or remove any elements or ties or remove even part of the structure of the scaffolding and its supports, without KAEFER WANNER's express prior written consent.

In such a case, the scaffolding shall be subject to a new acceptance procedure and a new handover report shall be drafted by Customer. The same applies if the scaffolding is not used for more than a month.

9.2 Any materials seen to be missing or damaged during removal shall be invoiced by KAEFER WANNER at the price of the materials concerned according to the quote provided by KAEFER WANNER's supplier, according to the current rates, or KAEFER WANNER's general terms of purchase, with application of a penalty for time and trouble of 1.17.

9.3 Customer shall be responsible for safeguarding the materials until the date of removal (safekeeping costs). Throughout the period of use of the scaffolding, Customer is solely responsible for the scaffolding materials.

9.4 KAEFER WANNER cannot under any circumstances be held liable for personal accidents or material damages resulting from incorrect assembly caused by a modification carried out by a third party, use or handling of its

scaffolding materials not in accordance with their designated purpose or in excess of the limits stipulated by KAEFER WANNER.

9.5 KAEFER WANNER reserves the right to install materials of the same brand, whether owned or rented by it.

9.6 When third parties, in other words anyone who is not a KAEFER WANNER employee, use its tools or materials, and in particular scaffolding, ladders, ropes or all other mechanical means of lifting, Customer undertakes and guarantees to obtain the following from such third parties working on its site:

- an express and prior declaration (authorisation) to KAEFER WANNER;
- a prior express authorisation to use such equipment from its shift or site manager, present on site;
- a prior and express undertaking to strictly respect KAEFER WANNER's safety instructions, KAEFER WANNER's special terms and conditions for scaffolding and the legislation applicable;
- a declaration mentioning that such scaffolding is necessary and essential to carrying out their works;
- a prior and express undertaking not to modify it for any reason whatsoever;
- an undertaking to check the scaffolding complies with the legislation applicable prior to starting any works;

KAEFER WANNER declines any liability in the event of damages or bodily injury. In effect, article 2 II of the ministerial order of 21 December 2004 states that if scaffolding is used by several companies each site manager must ensure that scaffolding inspections have been carried out and must be able to present documents providing details of such inspections and the results thereof.

If employees from other companies are involved in completing other batches and joint work, it is the responsibility of Customer who has care of the scaffolding to transfer the care and maintenance of the scaffolding to successive users. Such a transfer of care shall be formalised by the signature and affixing on the scaffolding of a sign indicating the user company who has care of the scaffolding.

10. Extension of period of use of scaffolding

10.1 If the scaffolding is likely to be needed for longer than anticipated, Customer shall immediately inform KAEFER WANNER, in writing, of the extent of and reasons for the delay.

Any delay on the part of Customer and, therefore any extension in the period of use of scaffolding results automatically, without the need for a supplementary agreement or prior notice, in an additional charge being invoiced for each extra day and, where applicable, the cost of the checks mentioned in article 11.5 hereof.

10.2 Without prejudice to the application of the above paragraph, a new offer may be submitted for any additional use of scaffolding, at the request of Customer.

10.3 There is no reduction in prices if the duration of the services is less than that stated in the contract.

10.4 In the event of an extension causing the scaffolding to be made available for more than 3 months, a new acceptance procedure shall be carried out and formalised by the signature of a new handover report as per the provisions of article 6.

11. Works contract

11.2. This article applies when the services proposed in KAEFER WANNER's offer relate exclusively to the implementation of scaffolding works.

11.3. KAEFER WANNER's scaffolding services include the manufacture, construction and erection of scaffolding with a view to the implementation of a main project such as the construction or repair of a building or installations that are part of a construction project. As such, KAEFER WANNER participates directly in the construction activity by offering Customer its expertise and know-how and adapting its service to Customer's needs and in accordance with the specific details of the main contract.

11.4. Scaffolding shall mean any principal or complex operation consisting of the study, design and construction of an assembly of beams or tubes supporting any structure on which various tradesmen can work at various levels.

11.5. Unless indicated otherwise, Customer agrees that contractual relations between the parties shall be governed by the following stipulations, based on the mechanisms for protecting the subcontractor as per the act of 31 December 1975, notwithstanding how they might be assessed by the courts, and without which the parties would not have entered into a contract.

11.6. Therefore, if the scaffolding services are arranged under a subcontract, Customer undertakes to:

- ensure KAEFER WANNER and its terms of payment are accepted and approved by the Project Owner and provide proof thereof to KAEFER WANNER when placing the order.

- to provide, along with the order, a payment guarantee in the form of:

- a bank guarantee provided by a reputable and solvent bank based in France, guaranteeing the payment of all the sums that will be due to KAEFER WANNER for the order and any amendments, in accordance with article 14 of act n° 75 1334 of 31 December 1975.

- a payment delegation by the Project Owner guaranteeing that it will pay KAEFER WANNER directly, according to KAEFER WANNER's payment terms, the sums that will be due under the contract, in accordance with article 14 of the act mentioned below.

12. Obligations of Customer

Customer is solely responsible, at its cost, for respecting the health and safety conditions and the following obligations in addition to the provisions of article 6.5 of the KAEFER WANNER General Terms and Conditions for Works and Services, amongst others:

12.1 Keeping scaffolding clean and clear of obstructions

In accordance with the general maintenance obligation by which it is bound in accordance with article 6 paragraph 3 above and 11.4 below, Customer shall ensure that the scaffolding is free of all rubble, debris and other materials at all times. No materials or unfixed equipment, on which a worker can walk, must be placed in an unstable position.

In the event of snow, ice or frost, Customer shall take all

necessary measures to prevent slipping.

Before removal, Customer must clear any debris from the work platforms and clean off any concrete, resin, etc. If scaffolding is returned in a particularly dirty condition, an additional charge will be invoiced to Customer, on the basis of time spent, at the hourly rate applicable or on the basis of the supplier's invoice, with application of the penalty of 1.17.

12.2 Division of loads

Customer shall check whether the type and strength of the support materials are compatible with the operating loads to be borne by the scaffolding, which are indicated in the quote, plan or any other document.

Customer shall ensure that the scaffolding is not overloaded and that loads are divided as evenly as possible, by ensuring the following in particular:

- Adhering to the admissible weight per platform;
- Not combining distributed weight and ad hoc weight;
- Not covering scaffolding that is not meant to be covered, even by netting.

Customer shall guarantee KAEFER WANNER that the supporting surface is strong enough to withstand any collapse.

Customer shall ensure that the scaffolding is correctly anchored or tied to any point that is sufficiently strong, or protected against the risk of slipping or tipping over by any other equally effective means.

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

12.3 Environment

Customer shall inform KAEFER WANNER of the presence of overhead electrical lines and any other hazard of which it might or should have knowledge.

Customer shall remove or protect, at its cost, all embellishments, signs, advertising hoardings, blinds and shutters, etc., likely to be damaged by KAEFER WANNER.

Customer is responsible for obtaining the necessary authorisations for scaffolding and

storing on public property according to the regulations applicable and these must be submitted to KAEFER WANNER one week before the start of the work.

12.4 Care of scaffolding

As part of the scaffolding services, KAEFER WANNER provides Customer with instructions and conditions on the use, care and maintenance of the scaffolding, which Customer undertakes to pass on to the companies working on the scaffolding.

Therefore, Customer shall be responsible for the care of the scaffolding, throughout the period during which it is made available, in other words from the date of acceptance until the date it is removed. As such, it shall be responsible for maintenance and correct use thereof.

Customer is required to alert KAEFER WANNER in the event of an incident.

If Customer is the subject of collective proceedings, it shall ensure the administrator is able to ensure the protection of the scaffolding.

In addition, since the care of the scaffolding is thus transferred to Customer, it is required, if applicable and under its own responsibility, to transfer said care to the user of the scaffolding.

Therefore, the latter shall assume daily responsibility for the scaffolding and the corresponding tasks: use according to the abovementioned conditions, inspections and alerts.

Unless agreed otherwise in the Offer, Customer shall also prohibit access to the scaffolding to other staff.

KAEFER WANNER can only act in the context of its contractual relations with Customer.

12.5 Periodical inspections

In accordance with the legislation applicable, the scaffolding must be regularly maintained and inspected and this is not part of the Works mentioned in the Offer, unless stipulated otherwise.

In its capacity as principal, Customer shall inspect the scaffolding prior to acceptance with KAEFER WANNER, in its capacity as erector, thereby checking the adequacy, erection

and installation of the scaffolding and its condition. The results of these inspections will be recorded in the handover report and recorded in the site's Safety Register.

Customer must also carry out a daily inspection of the scaffolding (condition) during their period of use, or have one carried out by a competent company, and record repairs to be carried out in the site's Safety Register.

Customer must make said Safety Register available to all user companies working on the site.

When drafting the specification, Customer must obtain from the companies using the scaffolding all information relating to their needs and must indicate the name of the companies authorised to use the scaffolding in the handover report. On this basis, the companies using the scaffolding must continue to ensure that the inspections are carried out, unless Customer has expressly instructed each company using the scaffolding to carry out such inspections.

Finally, in the event where the scaffolding is made available for more than 3 months, Customer shall also carry out a quarterly inspection of the condition of the scaffolding, in the same way as prior to acceptance of the scaffolding.

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

Any company using the scaffolding must be able at all times to present the documents detailing the inspections carried out and their results.

Unless stipulated otherwise, Customer is solely responsible for any inspection subsequent to acceptance and any repair after acceptance.

Customer undertakes to return materials free from any contamination to KAEFER WANNER and shall bear all the associated consequences as per article 7.5 of the KAEFER WANNER Standard Terms and Conditions for Works and Services.