

GENERAL TERMS AND CONDITIONS OF PURCHASE

TAM GROUPE and DYWIDAG France

April 2021

Article 1 – General information

All orders for goods and/or services (the '**Products**'), as well as the works and their execution, are subject to these general terms and conditions of purchase (the '**GTCP**') of TAM GROUPE and DYWIDAG France (hereinafter referred to respectively as (the '**Buyer**').

These GTCP, which are expressly accepted by the supplier (the '**Supplier**'), derogate from the Supplier's general terms and conditions of sale, which the Supplier accepts without reservation.

These GTCP can only be waived by conditions mutually accepted by both parties, either in the accepted order form, or in a written agreement expressly accepted by both parties.

The term '**written**' in these GTCP refers to a letter or an email.

Article 2 – Orders

The acceptance of an order is deemed to be firm and final upon eight (8) working days after the sending of the order letter/email by the Buyer, except for reservations made by the Supplier or any modification of the order issued by the Buyer within the same timeframe.

The Buyer may modify/withdraw its order before the expiration of the eight (8) day period mentioned above, unless the order has been expressly accepted by the Supplier.

Any accepted order, tacitly or expressly, shall commit the Supplier to the terms and conditions of the order.

Article 3 – Price

Unless otherwise agreed, the prices quoted in the order are firm and final, and carriage free.

The quoted prices include all the Products supplied by the Supplier, as well as all ancillary costs (e.g., appropriate packaging, customs duties, import costs, transport costs, including any transport and liability insurance, and recovery of packaging by the Supplier).

Article 4 – Payment conditions

4.1 The Supplier shall issue an invoice per order and shall send the invoice to the address indicated on the order, in triplicate, or electronically by email.

The invoice issued by the Supplier must comply with all the specifications required by applicable legislation. In particular, the invoice must always include the invoice number, order number and date, VAT identification number for cross-border deliveries within the EU, place of unloading, number and date of the delivery note, and the quantity of Products invoiced. Any delivery from territories outside of the EU customs area must include a copy of the invoice or a proforma invoice.

4.2 Invoices will be settled by bank transfer within forty-five (45) days of the end of the month following the date of issue of the invoice.

4.3 The amounts paid will take into account any late penalties in accordance with the provisions of Article 12 hereof.

4.4 Payment for Products shall not imply acceptance of delivery, waiver of the Supplier's warranty or any of the Buyer's rights or remedies.

4.5 The Buyer reserves the right to offset the Supplier's receivables against any amounts owed by the Supplier to the Buyer or one of its subsidiaries.

Article 5 – Delivery

5.1 The Supplier shall send the Buyer, upon delivery of the Products, a delivery note detailing the Buyer's references, the purchase order number, the delivery date, and the agreed quantities.

5.2 Unless explicitly agreed otherwise, the delivery date provided for in the order and accepted by the Supplier is binding and constitutes the latest delivery date. In the event that the Supplier can reasonably foresee that the delivery date cannot be met, the Supplier must immediately inform the Buyer thereof in writing. Partial or early deliveries can only be made with the prior written consent of the Buyer.

In the absence of delivery within the stated deadlines, the Buyer reserves the right to:

- cancel its order and claim from the Supplier compensation for the entire damage due to its delivery failure; or
- accept delivery, without prejudice to the application of the delay penalties provided for in Article 12 and in addition to any damages or any other recourse.

5.3 If delivery takes place earlier than the originally agreed date, the Buyer may return or store the Products at the Supplier's expense and risk. The Buyer may charge 0.2% of the total order value per day of storage, or actual costs, whichever is greater.

5.4 The Products, even when shipped carriage forward, will always travel at the Supplier's risk.

Article 6 – Compliance and acceptance

6.1 Compliance:

The Products and works, whether they are raw supplies, finished or semi-finished products, or equipment and tools, must comply with the specifications of the order and with any samples or models presented, as well as with all applicable standards, regulations, and professional practices in force at the time of the order and in particular in terms of safety.

All Products must be packaged in such a way as to protect them adequately before, during, and after delivery. Each delivery shall be accompanied by a certificate of analysis and/or an up-to-date safety data sheet, in accordance with the specifications that may be included in the Buyer's order or in the quality manual, applicable to the Supplier and in force at the time of the submittal of each order (the '**Quality Manual**'). The Supplier shall provide all the documentation and labelling of the Products necessary to comply with all requirements in the countries of origin, transit, or destination.

Each delivery shall be made in accordance with the Quality Manual, the latest version of which can be found at the following address: <https://t1p.de/0a7jl>

The Buyer will be able to require any documentary evidence from the Supplier regarding checks, approvals, or technical notices to which the Products covered by the order have been subjected.

All Products that do not comply with the order will be refused and returned at the Supplier's expense and will be subject to a credit.

6.2 Reception of Products

The inspection carried out by the Buyer upon receipt of the Products is limited to a visual inspection.

Without prejudice to the provisions of the Civil Code, the Products will only be deemed compliant with regard to apparent defects after a period of ten (10) working days from the date of delivery.

Compliance with Product quantities will be checked at the time of verification of each invoice.

In the event of non-compliance, the Supplier must bear all costs resulting from the non-compliance, including return and replacement costs, regardless of whether the non-compliance relates to all or part of the Products.

If the Supplier does not remedy the situation (either by repair or by replacement, depending on the Buyer's decision) within three (3) working days from the date of notification of the defect (a period which may be adjusted at the sole discretion of the Buyer on a case-by-case basis), the Supplier is deemed to be in breach of its obligations hereunder, and the Buyer may, at its sole discretion, remedy the defect itself and claim compensation from the Supplier for all resulting costs.

6.3 The Buyer, or a third party designated by the Buyer (such as a supervisory authority), reserves the right to verify the proper execution of its orders by any visits or controls. All necessary means and documentation must be provided to the persons assigned to carry out the inspection. The Supplier guarantees that any Subcontractors (as defined in Article 19 hereof) will also comply with this obligation.

Article 7 – Liability and compensation

The Supplier will be held liable under common law in the event of defective equipment, manufacturing defect, non-conformance with regulations, late delivery, and/or any other cases of failure by the Supplier.

No limitation of the Supplier's legal guarantee or other limitations of liability will be accepted or effective.

In addition, the Supplier shall indemnify the Buyer, on first demand and in full, for any claims made against the Buyer by third parties in connection with a defect in quality, title, intellectual property rights, such as patents or copyrights, defects in material or workmanship, legal title, or any other defect in the Products/works of the Supplier, and shall reimburse the Buyer for all costs, losses, or damages incurred in this regard, including reasonable legal fees.

The above compensation shall include all costs and expenses incurred by the Buyer in connection with claims made by third parties, including Product recalls that the Buyer may make due to any defect in the Products/work supplied or any other defect of the Supplier. The Buyer will notify the Supplier in advance of any recall and will coordinate the effective execution of the recall with the Supplier.

Article 8 – Warranties

8.1 The Products and works are contractually guaranteed for a period of two (2) years from receipt of the Products. As such, the Supplier undertakes to ensure that the Products are free from all defects. In this context, the Supplier undertakes to fully comply with the

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applicable provisions and the quality requirements, as defined in the Quality Manual.

8.2 During the warranty period, the Supplier is obliged to repair or replace any defective parts or accessories at the request of the Buyer.

Parts that have been repaired or replaced will be subject to the same warranty as the original parts.

8.3 The Buyer may, after giving the Supplier formal notice to comply with its obligations, replace the Supplier itself or entrust the Products/works to another company, at the expense and risk of the Supplier. In such case, in addition to any damages that may be due, the Supplier remains bound by all of its warranties.

Article 9 – Transfer of ownership and risk

9.1 Ownership of the Products will be transferred to the Buyer upon delivery of the order, notwithstanding any retention of title clause expressed by the Supplier.

9.2 The risk will be transferred to the Buyer when the order is delivered to the Buyer within the time and at place agreed, in accordance with Article 6 of these GTCP.

Article 10 – Insurance

The Supplier shall undertake to take out and maintain an insurance policy and update the payment of premiums thereof, with a reputable insurance company of recognised solvency, covering any damages that may arise from the liability for defective products, or any other failure of the Supplier. The supplier shall provide, the corresponding insurance certificate(s) upon the Buyer's request.

Article 11 – Confidentiality and Intellectual and Commercial Property

If the subject of the order is protected by intellectual property rights or legislation, the Supplier shall undertake to indemnify the Buyer against any action that may be taken under this protection.

The Supplier undertakes not to disclose and to return to the Buyer without delay, the drawings, models, tools, materials, moulds, images, plans, technical manuals, etc. which have been entrusted to the Buyer for the purposes of an order.

If the Supplier manufactures Products to the Buyer's specifications or drawings, or processes materials supplied by the Buyer, the Supplier must manufacture such Products exclusively for the Buyer, and deliver them only to the Buyer.

Article 12 – Late penalties

By express agreement, any delay in delivery by the agreed deadlines will result in a delay penalty, payable from the day following the delivery date appearing on the order, equal to 0.15% of the value of the order in question per calendar day of delay, capped at 5% of the total order value.

Any delay in payment by the Buyer on the agreed terms will result in a late payment penalty, payable from the day following the payment date appearing on the invoice, equal to three times the legal interest rate per day of delay. Where applicable, a fee of €40 will be due to the Supplier for collection costs, on the occasion of any late payment.

Under no circumstances shall a late payment allow the Supplier to suspend or cancel an order.

The application of penalties is independent of other penalties which may arise as a result of a delay by any party in complying with its obligations.

Article 13 – Current account agreement

In the event of multiple contracts between the Buyer and the Supplier, all receivables and payables arising from the various contracts will be accumulated in a single and indivisible current account.

Due to this indivisibility, receivables and payables may be offset against each other. Only the balance of the current account will be due.

The provisions of this article are enforceable against any assigns of the Supplier.

Article 14 – Cancellation and Termination

14.1 In the event of non-compliance with an order or the GTCP, the Buyer may avail itself of the remedies provided for in these GTCP, and/or cancel the order with all the consequences that such cancellation may entail.

14.2 Notwithstanding the rights and remedies available under these GTCP, the Buyer may also choose, in the event of a default of an order or the GTCP, to grant the Supplier a period of fifteen (15) days to remedy its default, at the Supplier's option. If, within fifteen (15) days, the default is not remedied, the Buyer may cancel the order without prejudice to any available rights and remedies.

Article 15 – Regulations on export control and customs duties

15.1 The Supplier shall notify the Buyer in writing of any permit requirements for its Products resulting from any European (EU), American (USA), or other applicable law relating to export, import,

tariff, and any other trade, as soon as possible before delivery, and shall comply with these requirements at all times. The Supplier shall inform the Buyer, in writing and without delay, of any modification to the aforementioned information and data.

15.2 In the event of breach of Article 15.1 above, the Supplier shall bear all expenses and all damages incurred, as well as other damages suffered by the Buyer as a result (e.g. subsequent claims for rights of foreign import, monetary fines).

Article 16 – Compliance with applicable regulations

16.1 The activity of the Supplier and its Products must be in compliance with all applicable national and international laws, regulations, and standards, including, in particular, EN or DIN standards, product safety regulations, internationally accepted minimum labour standards, all International Labour Organisation (ILO) conventions on employment rights, working hours, health and safety, etc.

16.2 Environmental protection plays an important role in the Buyer's quality concept. The Supplier is required to comply with all applicable environmental protection regulations, to introduce and maintain an environmental management system in accordance with the Buyer's ecological guidelines, and to continuously work to reduce negative effects that its activities may have on people and the environment.

16.3 The Supplier shall not participate actively, passively, directly, or indirectly in any form of corruption, violation of human rights, or discrimination of its employees, forced labour, or child labour. The Supplier shall not hire any employee who is less than 16 years of age.

16.4 The Supplier hereby certifies that it is legally registered, that it has made the declarations required by the social and tax administrations, and affirms that it is up to date with its payments of social contributions in accordance with the regulations in force. The Supplier undertakes to provide, immediately upon executing this Agreement, the information and documents provided for in Article D. 8222-5 of the Labour Code, namely:

- a certificate of provision of social declarations from URSSAF issued within the previous 6 months;
- a sworn statement of filing of all obligatory tax returns with the tax authorities, at the date of the statement;
- an identification card proving registration with the Trades Register.

16.5 The Supplier shall ensure that all of its Subcontractors (as defined in Article 19 of these GTCP) that are involved in the manufacture of the Products delivered to the Buyer comply with all the obligations indicated in Articles 16.1 to 16.4 above.

16.6 The Supplier guarantees that it and its Products are in compliance with Regulation (EC) No 1907/2006 concerning the registration, evaluation, and authorisation of chemical substances, as well as the restrictions applicable to these substances ('REACH'). Suppliers based outside of the EU must appoint an EU-based Sole Representative ('RE') in accordance with Article 8 of the REACH Regulation, whose name and address must be disclosed to the Buyer. The Supplier must immediately inform the Buyer if the RE changes or ceases its activities.

16.7 The Supplier guarantees that its Products do not contain any substance appearing on the candidate list of substances of extreme concern requiring an authorisation referred to in Article 59 (1) and (10) of the REACH Regulation.

16.8 If the Products are subject to Regulation (EU) No 305/2011 on construction products ('CPR'), the Supplier shall provide the Buyer with all information necessary for the establishment of declarations of performance and/or declarations of performance prepared by the Supplier in an appropriate and permanent format, and shall apply the CE mark and/or enforce the CE mark on such Products in accordance with legal requirements, including, but not limited to, the CPR and Article 30 of Regulation (EC) No 765/2008. With the application of the CE mark, the Supplier guarantees the conformity of the construction product with the declared performances and compliance with all of the legal provisions relating to the application of the CE marks.

16.9 If the Supplier breaches any of the above provisions in this Article 16, the Supplier must indemnify the Buyer and its associated companies, as well as its customers, for all resulting costs, third party claims (including, without limitation, claims for direct or

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indirect damage), and all other damages or inconveniences (e.g. fines).

Article 17 – Protection of personal data

- 17.1 In accordance with applicable data protection regulations, the personal data of the persons who sign, administer, and implement the agreement (including these GTCP) in the name and on behalf of each of the parties (and any other data for which the receiving party becomes the controller) will be processed by the other party in order to apply, administer, and control the agreement and comply with its legal obligations. The processing of this data is necessary, and the bases for doing so are (i) the execution and monitoring of the contractual relationship between the parties, and (ii) compliance with the statutory obligations of both parties.
- 17.2 Personal data will be processed by each party during the term of the agreement, after which the parties may retain personal data for six (6) years, unless a longer period applies for legal or contractual reasons.
- 17.3 Personal data may not be disclosed to third parties, except to the competent authorities in the exercise of their functions, or to third parties when this is necessary to provide the services. In addition, on certain occasions, due to the fact that the Buyer's company is a global enterprise, the processing of data for the management and execution of the Agreement may be carried out outside of the European Union in jurisdictions which may not provide equivalent protection to personal data. In such cases, the Buyer must adopt the appropriate guarantees and safeguards.
- 17.4 Data subjects may exercise their rights of access, rectification, erasure, opposition, data portability, or limitation of processing, not to be subject to automated individual decision-making, to lodge a complaint to the competent supervisory authority, or to define guidelines relating to the retention, erasure, and communication of their personal data after their death, by writing to the respective security/data protection officer at compliance@dywidag.com.

Article 18 – Employees

- 18.1 The Supplier guarantees that the agreement will be performed by qualified employees and agents who meet the specific requirements of the agreement, and, in any case, the usual professional standards of the sector concerned.
- 18.2 The Supplier shall indemnify the Buyer against any claim by the employees and agents of the Supplier relating to the execution and/or performance of the agreement.

Article 19 – Subcontractor

- 19.1 The Supplier may only entrust an order or a related task - in whole or in part - to a third party such as an upstream component (sub)supplier, an independent consultant, etc. ('Subcontractor'): (i) with the prior written consent of the Buyer; and (ii) on condition that the Supplier enters into an agreement with the Subcontractor which covers the obligations assumed by the Supplier to the Buyer. The Supplier shall remain fully liable to the Buyer for the proper execution of orders, and the Supplier shall be liable for all acts and omissions of any Subcontractor.
- 19.2 As applicable, the Buyer will be subrogated with regard to all damages and other indemnities that the Supplier may be required to claim in the event of default by the Subcontractor.

Article 20 – Reduction/addition of the works

- 20.1 Any reduction, addition, or modification of the works may only be carried out and paid for by a written agreement expressly accepted by the parties.
- 20.2 Changes in cost price factors relating to the agreement, such as the prices of construction materials, resources, labour costs, insurance, freight rates, taxes, duties or other Government measures which take effect after the date of signing of the agreement, will be the responsibility of the Supplier.

Article 21 – Execution, completion, and acceptance of works

- 21.1 The works will be accepted at the written request of the Supplier, which shall inform the Buyer of the date on which the works will be completed.
- 21.2 Acceptance may take place as soon as possible after the request referred to in Article 21.1 has been made to the Buyer, but no later than five (5) working days after this request.
- 21.3 Acceptance can be made with or without reservation, or may be refused if the reservations are too significant. Reservations must be notified to the Supplier within five (5) days of the acceptance meeting. Reservations must be corrected within a schedule

mutually decided by the parties, but no later than fifteen (15) days of acceptance.

- 21.4 If the works are commissioned before their completion, they will not be considered as accepted and delivered.
- 21.5 These provisions apply mutatis mutandis to the resumption of works after refusal of acceptance.
- 21.6 These provisions apply mutatis mutandis to partial deliveries of the works.
- 21.7 The works will be considered to be completed once final acceptance has been declared.

Article 22 – Transfer of risks and ownership of the works

- 22.1 The Supplier shall bear all the risks of the works until final acceptance, as indicated in Article 21.
- 22.2 Should the Supplier's employees be required to work on site, they will do so at the Supplier's expense and risk.
- 22.3 The Supplier undertakes to designate the works or parts of the works, at least insofar as the ownership has been transferred, and to ensure that these are identified as being the property of the Buyer.

Article 23 – Miscellaneous provisions

- 23.1 If the Buyer makes material or equipment available to the Supplier free of charge, these will remain the property of the Buyer, but will be under the responsibility of the Supplier as long as they are in its custody or under its control. The Supplier shall keep all such materials and equipment in good order and in good condition, shall use them only for and in strict accordance with the order, and shall otherwise comply with all of the Buyer's instructions given thereon. Any waste or loss will be remedied at the Supplier's expense.
- 23.2 If any of the provisions of the GTCP are deemed invalid or unenforceable, the other provisions will remain in force. If an invalid or unenforceable provision can be made valid or applicable if modified, said modification shall be the minimum necessary to make the provision valid and enforceable.
- 23.3 No provision of these GTCP shall limit the rights of the Buyer.
- 23.4 Without the prior written consent of the Buyer, the Supplier cannot and will not be able to assign, pledge, or transfer to third parties the receivables that the Supplier has or will have acquired under the agreement with the Buyer.

Article 24 – Attribution of jurisdiction

The order and these General Terms and Conditions of Purchase which form an integral part thereof are governed by French law. In the event of a dispute, the Commercial Court of the place of delivery of the Products/works will have sole jurisdiction.