

## GENERAL TERMS OF SALES AND WORKS

Our sales and works are subject to these general terms which prevail over any other document of the Client, and in particular any terms of purchase.

### 1 - FORMATION OF THE CONTRACT - ASSIGNMENT:

Our offer defines the specific terms which complete or amend these general terms. It will remain valid for two months and must be signed by the Client in order for a contract to be formed. Any order received from the Client, must be expressly accepted by us. The accepted order, with amendments, as the case may be, shall in such case constitute the specific terms.

For sales of products and in the absence of a prior order formalised in writing, the delivery or collection form shall be deemed to be valid as an order letter or form, and shall constitute the contract of sale between our company and the Client.

The Client agrees in advance to the assignment of the contract by our company to any company under its common control within the meaning of article L233-3 of the French Commercial Code. The assignment shall be effective upon notification to the Client.

### 2 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE

**OF THE CLIENT :** The Client acknowledges having been informed, prior to concluding the contract, in a clear and comprehensible manner, of these general terms of all the information listed in article L.221-5 of the Consumer Code and in particular the following information:

- the essential characteristics of the work to be carried out;
- its price and its additional costs;
- in the absence of immediate execution of the contract, the date or deadline by which the company undertakes to provide the service ordered;
- information relating to the identity of the company, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information relating to legal and contractual guarantees;
- the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute.

**3 - CONFIDENTIALITY:** All the surveys, plans, preliminary designs, technical solutions, quotations, even where drawn up on the basis of information provided by the Client, remain the intellectual of our company.

They may not be used, reproduced or communicated to third parties by the Client, under penalty of damages.

### 4 - PLACE OF PERFORMANCE AND TURNAROUND

**TIMES:** The parties shall mutually agree on the starting date of the works and the turnaround times for the execution of the works. The place of performance must be accessible on the starting date, and the preparatory works carried out in such a way as to allow the start of the works under the terms of our offer. The turnaround times shall start to run only from the day on which the conditions for launch have been satisfied, including :

- the necessary administrative authorisations and technical documents;
- the end of the Client's fourteen day withdrawal period if the contract is concluded remotely or off-site as detailed below ;
- in the event that the Client has taken out a credit assigned to the payment of the work, the information of our company by the lender of the granting of the credit and

the end of the Client's withdrawal period. The contract will be automatically terminated if the lender has not, within seven days from the acceptance of the credit agreement by the borrower, informed our company of the granting of the credit or if the Client has exercised his right of withdrawal within the period provided.

Unless otherwise specifically required, these turnaround times are provisional. In addition to cases of force majeure within the meaning of Article 1218 of the French Civil Code, these turnaround times shall be extended notably in the event of unforeseen or additional works, adverse weather conditions, strikes, or a risk to the safety of its staff in the event of epidemics, states of emergency, health crises, or delays by other contractors, on the grounds listed above.

If works are suspended for a period of more than three months, our company may terminate the signed contract, without any indemnity or penalty being due whatsoever, by registered letter with acknowledgement of receipt.

### 5 - RIGHT OF WITHDRAWAL:

In the event that the contract is concluded with a consumer at a distance or off-site as these concepts are defined in Article L.221-1 of the Consumer Code, the Client benefits, in accordance with Article L.221-18 of the Consumer Code, from a right of withdrawal. This right may not be exercised for contracts for maintenance or repair work to be carried out urgently at the home of the consumer and requested by him, within the limit of spare parts and work necessary to meet the emergency. The Client has the right to withdraw from this contract without any reason within fourteen days after the day of conclusion of the contract. In order to exercise this right of withdrawal, the Client shall notify our company of his decision to withdraw by means of an unambiguous statement (e.g. letter, fax or e-mail). The Client may use the model form annexed, without the use of the latter being however made obligatory. In the event that the Client withdraws under the conditions set out above, our company shall refund all payments received from him, no later than fourteen days from his decision to withdraw. Our company will then proceed with the refund using the same means of payment as that used by the latter for the initial transaction, unless it is expressly agreed between the parties to use a different means. This refund will not incur any costs for the Client. In the event that the Client would have asked to start the execution of the work during the withdrawal period, the latter will be liable to our company, in accordance with Article L.221-25 of the Consumer Code, for an amount proportional to what has been supplied to him until the latter has informed us of his withdrawal from, in relation to all the services provided for in the contract.

### 6 - EXECUTION OF THE WORKS:

The works shall be carried out during daytime, during business days and hours, , except in the case of special derogation, in accordance with the specifications set out in the offer. For unit price contracts, the quantities mentioned in the quotation are indicative. For invoicing purposes, only the quantities actually used will be taken into account.

### 7 - SALES OF SUPPLIES:

The Client must submit its comments on the supplies sold at the time of collection or delivery. Failing this, it shall be deemed to have purchased them without reservation. The Client remains solely responsible for the purpose and use of these products.

These products, even if shipped with shipping costs included, shall travel at the cost and risk of the Client who, in the event of delays, damage, loss or missing items, shall have no remedy against our company.

### 8 - RETENTION OF TITLE:

In respect of supplies that fall within the scope of this provision, our company retains ownership of the goods sold until effective

payment of the price.

**These provisions shall not prevent the transfer to the Client, upon delivery or collection, of custody, the risks of loss and damage of the goods sold as well as liability related to any harm they may cause.**

**9 - PRICE TERMS:** The sale prices are listed in the current price list available on request, except for orders subject to a special quotation and a specific price.

Unless otherwise specified, works contracts shall be executed at unit prices.

Prices are stated excluding tax, they are firm and under the economic conditions applicable in the month preceding the offer.

When the Client's project requires the participation of at least two companies, and if our company is in charge of coordination, the resulting costs will be added to the stated prices.

The company shall not make any full or partial contribution to a *pro rata* account or to any joint interest expenses in connection with the execution of the works.

For contracts of a term greater than three months, the agreed price shall be revised on the basis of a formula determined according to the nature of the work and materials used. Prices will be revised by applying the following formula:  $P = P_o \times I_n / I_0$

Where:

**P:** the revised price excluding tax

**Po:** the initial price excluding tax

**I0:** The most appropriate index for the nature of the service (TP03 for foundations, TP09 for asphalt mixes) at a date one month prior to the date of our offer

**In:** The most appropriate index for the nature of the service (TP03 for foundations, TP09 for asphalt mixes) at the date of execution of the works or the delivery of materials

In the event of a change in the nature of the works or fluctuation of more or less than 20% of the volume of sales or works against the quantities stated in the quotation, we reserve the right to revise the agreed unit prices in the offer.

### 10 - PAYMENT GUARANTEE:

For works contracts entered into to satisfy the requirements of a professional activity, for an amount greater than €12,000 excluding tax, the Client shall, in accordance with Article 1799-1 of the French Civil Code, be required to provide a payment guarantee. For any other contract, including sales of supplies, our company reserves the right, at any time, to demand a payment guarantee in accordance with the forms and procedures set out in Article 1799-1 of the French Civil Code, for an amount corresponding to the amount of the contract or for outstanding amounts. In the event of refusal to provide the requested guarantee, our company may suspend the works or terminate the contract as of right, without compensation and on the grounds of fault by the Client.

Suspension shall become effective eight days following a formal notice without effect. This suspension shall result simply from the refusal to provide the requested guarantee and is not conditional upon non-payment. The payment guarantee shall be released after the effective settlement of the last invoice.

### 11 - ACCEPTANCE OF THE WORKS:

The parties are obliged to proceed with formal acceptance of the works. Such acceptance shall, as a matter of principle, be in the form of a report signed by the Client and the company.

Failing this, and if the Client has taken possession of the work, acceptance will be confirmed by registered letter sent by the company with acknowledgement of receipt. If there is no challenge by the Client within one month, acceptance shall be definitive as from the date of dispatch of the registered letter with acknowledgement of receipt, even in the absence of full payment of the price by the Client.

A partial acceptance of the works will be conducted under the same conditions, in particular in the case of works comprising several batches and involving several companies.

**12 – PAYMENT OF THE PRICE:** Unless special terms apply, the price is payable in cash and without discount upon receipt of the invoice. The specific terms may, however, provide, notably in the event of a project lasting for a period of more than one month, for monthly statements to be drawn up, giving the right to the payment of instalments. These monthly statements shall only be of provisional nature. A final invoice will be drawn up at the end of the project.

If the contract is concluded off-site with a consumer, the payment of the deposit can only be made after a period of seven days from the signature of the offer or the order in accordance with article L.221-10 of the Consumer Code.

If the Client takes out a consumer credit, the advance cannot be paid until he has accepted this credit. In the event of cash payment accepted by the Client, the company shall provide him with a receipt validly received and containing a full reproduction of the provisions of Articles L. 312-52, L. 312-53 and L. 341-10 of the French Consumer Code; or special terms provide for a higher percentage, an advance equal to 30% of the amount of the works shall be paid at the time the order is placed. If several monthly statements are issued, this advance payment shall be deducted from the final invoice. The paid sums cannot be considered as deposit or advances.

Payments may not, under any circumstances, be suspended nor be applied to any set off without the prior written authorisation of our company. Any partial payment shall be applied to the non-preferred part of the debt and subsequently to amounts with the oldest due date.

The partial dispute of an invoice or situation does not discharge the Client from paying the undisputed part.

In the event of non-payment, the company may suspend the execution of works or terminate the contract, as of right, and without compensation, after sending a formal notice which has remained without effect for a period of eight days.

All instalments shall become immediately and automatically due and payable. Independently of any damages that may be claimed from it, the Client shall be liable to pay a penalty for late payment calculated by applying to a rate equal to the interest rate of the European Central Bank plus 10 basis points.

Additionally, a flat-rate indemnity for recovery costs of €40 shall be payable, as of right, in accordance with Article L441-10 of the French Commercial Code.

### **13 – PERSONAL DATA PROCESSING**

Our company, in its capacity as data controller, is required to process certain personal data, in particular names, surnames, professional email address, etc. (the "Data") of the Client and/or,, of its associates, and/or representatives (the "Data Subjects") in order to ensure the follow-up of the contract and communication with the Client. These processing operations are carried out directly or indirectly through personal data processors. Our company informs the Client that it uses Microsoft 365 and SAP tools and solutions for this purpose. The Data Subjects have rights of access, rectification, erasure, objection to processing, limitation of processing, portability of data, and the right to withdraw their consent at any time (should the processing be based on consent). Any request for the exercise of these rights by Data Subjects should be addressed to the attention of the Chief Compliance Officer (CPO) at the following address: [dataprivacy@colas.com](mailto:dataprivacy@colas.com). The Client shall personally deal with the dissemination of the CPO's contact details to the Data Subjects. The Client undertakes to inform the Data Subjects of the transmission and processing by our Company of their Data necessary for the execution of the order or in connection with the Contract. The Client thus

warrants that it has obtained any consent that may be required from them and it shall proceed with the aforesaid communications of Data in accordance with applicable law.

**14 – OBLIGATION TO PROVIDE INFORMATION:** Our company is under an obligation to provide advice which cannot be performed without clear, prior information from the Client.

In this respect and prior to the preparation of our offer, the Client shall inform our company, on the specific risks of the works, such as, for example, the presence of underground utility networks (gas, electricity and water), the presence on the works areas, of dangerous substances (asbestos, tar, lead, etc.), the specific situation of the works with regard to the ownership rights of third parties and the constraints related to town planning regulations (easements, building permits, specific authorisations), the risks linked to the environment, the risk of disturbance to the neighbourhood, taking into account the nature of the work, the period during which it is to be carried out, its duration and its location, the future use of the works and/or supplies so that the proposed offer meets the Client's specific expectations, the intervention of companies likely to require the establishment of coordination within the meaning of Law No. 93-1418 of 31 December 1993. In application of this obligation to provide information, the Client will provide all the documents and plans required for our company to be fully informed. If the Client fails to satisfy its obligation and pending the receipt of information or further information, our company may suspend the execution of the works. The Client shall in such event bear the consequences on deadlines and prices.

**15 – WARRANTY:** The products sold or the works executed are subject to the statutory provisions on warranty obligations.

The warranty shall, however, cease to apply if the product sold or the works executed that are suitable for normal use are not suitable for the specific use made of them unless this was brought to the attention of our company at the time the order was placed, if the defective result is due to normal wear and tear or to lack of maintenance of the product, or due to action of a Client or a third party.

Where the service provided by our company consists only of the application of a coating on a support supplied by the Client, the Client is obliged to guarantee the performance of such support. In the event of doubt concerning its characteristics, it is the Client's responsibility to inform our company at the time the quotation is prepared, while enabling it to carry out the appropriate verifications. Failing this, and in the event of problems related to a defect of this support, the Client waives the right to seek remedy from our company.

In any event, the liability of our company, shall be limited to the amount of the offer or order, and shall apply solely to direct loss, to the exclusion of any operating losses, and in the case of the sale of products, materials or supplies, the cost of removal/relocation.

### **16 – DISPUTE RESOLUTION AND GOVERNING LAW:**

Any dispute shall be subject to the exclusive jurisdiction of the court within whose jurisdiction the registered office of our company is located, even in the case of a guarantee call or multiple defendants. Pursuant to Article L.612-1 of the French Consumer Code, any Client who is a consumer within the meaning of the aforesaid code may nevertheless, in the absence of an amicable agreement, refer the matter gratuitously to the consumer mediator competent in respect of our company, namely the Association of European Mediators, within one year of a written complaint sent to our company. Referral to the consumer mediator must be made: (i) either by

completing the form provided for this purpose on the AME CONSO website: [www.mediationconso-ame.com](http://www.mediationconso-ame.com) (ii) or by letter to AME CONSO, 11 Place Dauphine, 75001 Paris.

French law shall be solely applicable.

These general terms are also available from the following login link: <https://www.colas.com/en/useful-links>