

GENERAL TERMS OF SALE OF PRODUCTS

Our sales are subject to these general terms which prevail over any other document of the purchaser, 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 1 month from the date of dispatch and must be signed by the purchaser in order for a contract to be formed.

Any order placed by the purchaser, whether in writing, verbal or by telephone must be expressly accepted by us and confirmed in writing. The accepted order, with amendments, as the case may be, shall in such case constitute the specific terms.

The benefit of the contract is personal to the purchaser and may not be assigned without our consent.

In any event, an accepted offer defines the place, date and time of delivery, and the quantity and characteristics of the product to be delivered.

By way of exception, in the absence of a prior order formalised in writing, the delivery or removal form shall be deemed, by express agreement, to be valid as an order form or letter and therefore to constitute the contract of sale between our company and the purchaser, enabling our company to seek remedy from the purchaser, notably in the event of non-payment.

The purchaser agrees in advance to the possible 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.

2. PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CLIENT

The purchaser 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 of the said service 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 - INTELLECTUAL PROPERTY

All information communicated by our company, in particular specific sales prices, is confidential. The elements constituting our offer, in particular the formulations and technical solutions applied, even when they are prepared on the basis of information provided by the purchaser, remain the intellectual property of our company.

They cannot be used, reproduced or communicated on any grounds whatsoever by the purchaser to third parties, and notably to competing companies. This provision in no way affects the freedom of the purchaser to consult, compare and assess the various offers made to it.

The purchaser may carry out, at its own cost, examinations enabling it to ensure the quality of the products supplied as well as the usual and standardised trials adapted to the intended use of the products sold. However, it shall refrain from analysing the composition of these products.

4. OBLIGATION TO PROVIDE INFORMATION

The final choice of products, as well as their destination and use, is in all cases at the purchaser's discretion. Nevertheless, our company is under an obligation to provide advice which cannot be performed without clear, prior information from the purchaser.

In this respect and prior to the preparation of our offer, the purchaser shall inform our company, notably on (i) the ultimate use which the purchaser intends to make of the products sold, (ii) the expected performance characteristics of the product, (iii) the conditions of use and the life of the product (e.g. the climatic conditions of the place of use), (iv) the constraints to which the product will be subjected, whether physical (for example the intensity and frequency of the traffic to which it will be subjected) or chemical (in particular the substances with which the product will be placed in contact); (v) the specific circumstances of the place where the product will be used and, if necessary, the place of delivery (in particular urban and/or environmental and/or climatic constraints) so that the proposed offer meets the purchaser's specific expectations.

In application of this obligation to provide information, the purchaser will provide all the documents required for our company to be fully informed.

If the purchaser fails to satisfy its obligation and pending the receipt of information or further information, our company may suspend the execution of the order. The purchaser shall in such event bear the consequences on deadlines and prices.

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 purchaser benefits, in accordance with Article L.221-18 of the Consumer Code, from a right of withdrawal from this contract, without giving any reason within fourteen days.

The withdrawal period expires fourteen days after receipt of the product by the purchaser or a third party designated by him, other than the carrier. However, the purchaser can exercise his right for contracts concluded off-premises as soon as the contract is concluded.

In the case of an order for multiple products delivered separately or in the case of an order for a product consisting of multiple lots or parts whose delivery is staggered over a period of time, the time period begins upon receipt of the last product or lot or part.

For contracts providing for regular delivery of products during a defined period, the period shall begin upon receipt of the first product.

The right of withdrawal cannot be exercised for:

- The supply of goods whose price depends on fluctuations in the financial market beyond the control of the company and which may occur during the withdrawal period;
- The supply of goods made to the specifications of the purchaser or clearly personalized;
- The supply of goods likely to deteriorate or expire quickly;
- The supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;
- The supply of goods which, after delivery and by their nature, are inseparably mixed with other items.

In case of withdrawal, the purchaser returns or restitutes the product at its expense to the company within fourteen days of communication of its decision to withdraw. The cost of returning the product will be equal to the cost of shipping the product.

In addition, our company will refund all payments received from the purchaser no later than fourteen days from the day we are informed of his decision to withdraw from this contract. The company will be able to defer the reimbursement until recovery of the products or until the purchaser has provided proof of shipment of the products, the date retained being the first of these facts. Our company will then proceed with the refund using the same means of payment as the one used by the latter for the initial transaction, except if it

is expressly agreed between the parties of a different means; in any case, this refund will not cause any expenses for the purchaser.

6. MODIFICATION OF THE DELIVERY PLACES AND TIMES

Delivery is made in accordance with the order. No modification may be made less than 48 hours before the delivery date stated in the accepted order and, in any event, after loading in the quarry, plant, factory or marketing platform. After this deadline, no request for modification will be accepted and the order will be invoiced. In any event, such modifications remain subject to our express agreement.

Our company undertakes to apply its best efforts to meet delivery deadlines. However, in addition to cases of force majeure within the meaning of Article 1218 of the French Civil Code, these deadlines will be extended in the case of the occurrence of events affecting or preventing the facilities from operating normally, and notably in the event of adverse weather conditions, strikes, events recognised by official authorities as causing an immediate danger or a risk to the safety of its staff such as in the event of , epidemics, suspected epidemics, states of emergency, health crises, mechanical breakdown of our equipment or facilities, power failures or delays by other contractors, suppliers or subcontractors or carriers, on the grounds listed above.

Our company will in such case inform the purchaser of the occurrence of these events and inform it of the changes they entail to delivery times, without any compensation or penalty being due whatsoever, by registered letter with acknowledgement of receipt.

Furthermore, in the event that the purchaser has taken out a consumer credit to pay for the sale of products, the delivery periods shall only begin to run if our company has been informed by the lender of the granting of the credit and of the end of the purchaser's period of withdrawal. The contract shall be automatically terminated if the lender has not informed our company of the granting of the credit within seven (7) days of the borrower's acceptance of the credit agreement or if the purchaser has exercised his right of withdrawal within the stipulated period."

7. TERMS OF DELIVERY

Delivery can only take place if the purchaser has no outstanding obligations towards our company.

When delivery is made by handing over the product to the purchaser or to a

third party carrier selected by the purchaser, in our quarries, plants, factories or marketing platforms, the purchaser undertakes to take delivery of the products under the conditions set out in the order and in accordance with the traffic and safety instructions specific to the collection site (in particular the traffic plan and safety regulations, if any).

All operations subsequent to loading, in particular transport, handling, delivery, installation, insurance and customs clearance, if any, are carried out at the purchaser's risk.

Where delivery is made by handing over the product to the purchaser at the place of its choice, we will use either our own services or a third-party carrier of our choice, with sufficient technical capacity with regard to the order and the information provided by the purchaser. The purchaser must ensure that the delivery site is safely accessible by our vehicles or by our carrier's vehicles.

The purchaser undertakes to ensure that the products are unloaded in compliance with the technical and safety regulations in force and with sufficient manpower. Unloading must begin within 15 minutes of the arrival of the vehicle at the delivery site. The unloading operation must be carried out with all due diligence. The costs and additional costs related to the vehicle's immobilisation time being exceeded beyond what is required for unloading will be charged to the purchaser.

8. INSPECTION OF DELIVERED PRODUCTS

When delivery is made by handing over the product to the purchaser or to a third-party carrier chosen by the purchaser, in our quarries, plants, factories or marketing platforms, it is the responsibility of the purchaser and, where applicable, the carrier it has selected, to ensure that the product delivered

corresponds to the order, in particular with respect to the characteristics of the product for which immediate verification is customary, such as, for example, temperature, granulometry and quantity delivered. As regards the quantity delivered, it is verified by comparison between the values entered on the delivery or collection form and, where applicable, those entered or read on the display of the electronic weighing system approved by the *Service des Instruments de Mesure* [The State Measuring Instruments Department] and applying the customary accuracy for the trade. No claims will be accepted after collection, either from the purchaser or the selected carrier. It is the purchaser's responsibility to check deliveries on arrival at its site and, if necessary, to exercise the remedy it deems appropriate under the terms and within the deadlines agreed with the carrier.

When delivery is made by handing the product to the purchaser at the place of its choice by our company's departments or by a third-party carrier chosen by us, it is the purchaser's responsibility, in the event of damage, missing items or non-conformity, to make any written reservations specifying the existence and extent of the damage to our company or the selected carrier at the time of delivery, and to confirm them by registered letter with acknowledgement of receipt within 3 days of receipt of the goods. Failing this, the purchaser shall be deemed to have acquired the products without reservations.

The results of verification of the characteristics of the products, which may be carried out at the request of the purchaser, will only be binding on us if they were made on samples taken in duplicate by both parties at the time of delivery.

The results of the quantity controls will only be binding on us if they were made by both parties using an electronic weighing system approved by the Measuring Instruments Service and applying the customary accuracy for the trade.

Returns are not allowed unless expressly and formally agreed by our company. Any product returned without such agreement will be kept available for the purchaser and no credit note will be issued for it. The costs and risks relating to a return are under all circumstances borne by the purchaser.

9. RETENTION OF TITLE

Our company shall retain title to the products sold until effective payment of the price by the purchaser.

These provisions do not prevent the transfer to the purchaser, upon delivery or collection, of custody, the risk of loss or damage to the products sold and the liabilities related to the harm they may cause.

As soon as the purchaser becomes aware of any action by third parties towards the application of this provision, and notably if third parties assert their claims on the products sold by means of seizure, confiscation or any other equivalent procedure, the purchaser must notify us thereof to enable us to safeguard our interests.

10. 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, prices are stated in euros, excluding tax, ex-works, plant, quarry or marketing platform. They are based on our prices in force on the day of delivery or collection. They may be revised on the basis of the following formula: $P = P_o \times I_n / I_o$

P_n : the revised price excluding tax;

P_o : the initial price excluding tax;

I_o : the most appropriate index for the nature of the product delivered (GRA for granules and recycled materials, BT01 for ready-mix concrete, TP09 for asphalt mixes) at a date one month prior to the date of our offer;

I_n : the most appropriate index for the nature of the product delivered (GRA for granules and recycled materials, BT01 for ready-mix concrete, TP09 for asphalt

mixes) at the delivery date of the products.

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

Billing fees additional to the selling price of the products may be charged when they are provided for in the current schedule or quotation.

11. PAYMENT GUARANTEE

Our company reserves the right, at any time and as soon as the offer has been accepted or even during delivery, and notably if the purchaser requests deferred payment, to demand a guarantee of payment of the sale price, after deduction of the instalments, advances and payments made. Such guarantee shall take the form of a joint and several guarantee issued by a credit institution, an insurance company or a collective guarantee body.

Our company may request an increase in the amount of the payment guarantee if the initial order is modified.

If the requested guarantee is not provided, our company shall be entitled to not proceed with the order, suspend deliveries or cancel the order as of right, without compensation and on the basis of fault by the purchaser. Suspension shall become effective eight days following a formal notice without effect. This suspension shall result simply from the failure 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.

Our company reserves the right, by virtue of the special personal property lien known as "*pluviôse*", to enter into an agreement with the purchaser, who agrees thereto, for the company to substitute the purchaser as the creditor of the project owner, if the products in the order are delivered for the execution of public works. The purchaser in such case undertakes, in accordance with Article R. 2191-63 of the French Public Procurement Code, to send this agreement to the contracting public entity and to the accountant in charge of receiving payments, for approval.

12. PAYMENT OF THE PRICE

Unless special terms apply, the price is payable in cash and without discount upon receipt of the invoice.

If the contract is concluded off-premises with a consumer, in this case the payment of the advance can only be made after a period of seven (7) days from the signature of the offer or the order in accordance with article L.221-10 of the Consumer Code.

If the purchaser takes out a consumer credit, the advance cannot be paid until he has accepted this credit. In case of cash payment accepted by the purchaser, the company will give him a receipt valid as a receipt and including the full reproduction of the provisions of articles L.312-52, L.312-53 and L.341-10 of the Consumer Code; or special terms provide for a higher percentage, an advance equal to 30% of the amount of the supplies shall be paid at the time the order is placed. If several monthly invoices are issued, this advance payment shall be deducted from the final invoice, and cannot be qualified as a deposit.

In the event of non-payment, our company may suspend deliveries or terminate the contract, as of right, and without compensation, after sending a formal notice by registered letter with acknowledgement of receipt which has remained without effect for a period of eight days.

All instalments that may have been granted, all instalments shall become immediately due and payable.

Independently of any damages that may be claimed from it, the purchaser shall be liable to pay a penalty for late payment calculated by applying 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, in accordance with Article L.441-10

of the French Commercial Code.

13. DISPUTES

When our company delivers to a site selected by the purchaser, the invoices issued should clearly indicate all the elements to be paid by the purchaser, in particular freight costs, customs formalities, if any, as well as their costs. Only claims made within 15 days of receipt of the invoices will be taken into account.

Under no circumstances may payments be suspended. 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 circumstance does not discharge the purchaser from paying the undisputed part.

If our company accepts the return of the products sold, a credit note will be established in favour of the purchaser. In the event of non-conformity of the products delivered, another delivery will be made or the purchaser will be reimbursed, excluding any indemnity or damages.

14. WARRANTY

The products sold are subject to statutory warranties.

With respect to the consumer purchaser in the sense of the Consumer Code, our company is notably held responsible for the defects of conformity of the product under the conditions of article L217-4 and following of the Consumer Code and the hidden defects of the thing sold under the conditions of articles 1641 and following of the civil code.

The purchaser, when acting under the legal guarantee of conformity, has a period of two years from the date of delivery of the goods to act. He can choose between repairing or replacing the good, subject to the cost conditions provided for in Article L. 217-9 of the Consumer Code. He is exempted from proving the existence of the lack of conformity of the good during the twenty-four months following the delivery of the good. The company can fight this presumption if it is not compatible with the nature of the good or the claimed lack of conformity.

The purchaser can decide to implement the guarantee against the hidden defects of the sold thing in the sense of the article 1641 of the civil code. The purchaser can then choose between the resolution of the contract or the reduction of the sale price in accordance with article 1644 of the Civil Code.

The warranty shall, however, cease to apply if the product sold has not been implemented or used in accordance with good practice, or with the instructions provided in the technical and commercial schedules, or with the required customary care, if the product sold which is suitable for normal use is not suitable for the use or the specific purpose for which it is intended, unless this was brought to the attention of our company at the time the order was placed, if the defective result is the result of normal wear and tear, lack of maintenance of the product by the purchaser, or actions of a third party, and in particular if it results from transport, handling or storage, installation or processing on site, conducted by the purchaser or a third party. The dimensions and weights of certain materials subject to fluctuations inherent to their nature or manufacture are subject to the usual tolerances. With regard to the colour of coatings and materials, compliance with shades is subject to customary tolerances and their resistance over time is not warranted except in the case of specific instructions that our company has expressly accepted.

15. LIMITATION OF LIABILITY

In any event, the liability of our company, irrespective of the grounds thereof, is expressly limited to the amount of the offer or order to the exclusion of any payment of compensation of any kind and on any grounds, subject to the provisions applicable to the warranty against hidden defects. Liability shall be

incurred only in the event of a defect in the products sold that has been recorded by both parties, in so far as such defect is not due to one or more of the situations listed in the clause entitled, "Modification of the delivery places and times", or to improper action by the purchaser or a third party.

In any event, the purchaser shall bear all other costs and/or compensation of any kind, in particular installation/removal costs, operating losses, removal/relocation costs, environmental damage and lump-sum damages and all other claims by third parties.

16. 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. ("Data") of the purchaser 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 purchaser. These processing operations are carried out directly or indirectly through personal data processors. Our company informs the purchaser 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 by the Data Subjects to exercise these rights must be addressed to the Purchaser's Chief Compliance Officer (CPO) at the following address: dataprivacy@colas.com. The purchaser acknowledges that it shall personally deal with the dissemination of the CPO's contact details to the Data Subjects. The purchaser 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 order. The purchaser thus warrants that it has obtained any consent that may be required from them and it shall proceed with the aforesaid communication of Data in accordance with applicable law.

¹⁵ TERMINATION AND NON-WAIVER CLAUSE

In the event of non-performance of its obligations by one party, this contract shall, as of right, be terminated to the benefit of the other party without prejudice to any penalties for delay and damages that may be claimed from the defaulting party.

Termination shall take effect eight days after dispatch of a formal notice sent by registered mail with acknowledgement of receipt which has remained without effect.

If we accept the termination of all or part of an order, the products already delivered or in the process of delivery will be charged to the purchaser.

Under no circumstances may the fact that our company has not enforced the performance of an obligation to which it is entitled, be interpreted as a waiver on its part of the performance of such obligation, irrespective of the duration of such failure of enforcement or tolerance.

¹⁶ DISPUTE RESOLUTION

Any dispute shall be subject to the 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.621-1 of the French Consumer Code, any purchaser 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 (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>