

1 - PURPOSE

The purpose of these General Terms and Conditions is to define the conditions and implementation methods of services of any kind whatsoever carried out by our Company (transport, vehicle rental with or without driver, transport fee, transit, customs brokerage, storage, logistics services, pumping, washing...), at a price freely agreed ensuring a fair remuneration. The General Terms and Conditions include the applicable rates and Particular Conditions, if necessary.

Without prior, written derogatory agreement by our Company, the placing an order for a service by the Client and/or the delivery of the merchandise serves as acceptance without reservation by the client of the General Terms and Conditions.

The General and Particular Terms and Conditions of our Company prevail over the general purchasing conditions of the Client and any other document issued by the Client. All provisions of these General Terms and Conditions not changed by an agreement or Particular Conditions remain in effect and applicable between the Parties.

Our Company reserves the right to change at any time the General Terms and Conditions.

The new General Terms and Conditions will be brought to the Client's attention. They will apply starting from the moment they are notified to the Client and will replace the previous General Terms and Conditions in effect.

Any point not specified by these General Terms and Conditions will be governed by the legal and/or regulatory provisions or the International Agreements applicable on the day the service is carried out.

2 - OBLIGATIONS OF THE PARTIES

Our Company will perform the services entrusted according to the methods agreed in advance with the Client, in writing or by any means of electronic transmission and data storage.

The Client undertakes to give our Company all the necessary and precise information so that our Company can carry out the services.

In this respect, the Client holds our Company harmless from any action, complaint or recourse resulting from incorrect, incomplete, or inapplicable documents or those provided late.

3 - COST OF THE SERVICES

The amount of the services is calculated based on the information/orders sent by the Client to our Company taking into account in particular the services to be performed.

The services will be invoiced by application of the prices excluding taxes as determined in the tables or between the parties in the Particular Terms and Conditions.

The prices do not include the rights, taxes, licence fees and duties due in application of any regulation, in particular fiscal or customs.

The price agreed between the Parties may be revised in accordance with the methods defined in the Particular Conditions, and more specifically as regards the fuel charges in accordance with the current legal provisions.

4 - PAYMENT

In conformity with the provisions of Article L441-6 of the Commercial Code, the road transport services of merchandise, vehicle rental with or without driver, the transport, transit activity and customs brokerage fee will be paid within 30 days following the invoice date.

For the other services, with the exception of the pumping and washing services, payment of the invoices will be made within 45 days end of month date of invoice.

The pumping and washing services are payable upon receipt of the invoice, unless stipulated otherwise in writing.

No discount will be granted for early payment.

If the invoice is not paid at its due date, late payment interest equal to the refinancing rate of the European Central Bank, increased by 10 points, will be immediately payable without any reminder being necessary, as well as a flat-rate recovery indemnity of 40€ per unpaid invoice, in conformity with the provisions of Articles L441-3, L441-6 and D441-5 of the Commercial Code.

Any delay in payment will entail the agreed expiration date and, because of this, all the amounts due will become immediately payable.

If the amounts due are not paid by the deadline indicated, our Company reserves the right to suspend the contract binding it to the Client and consequently to suspend the implementation of the services, and also to refuse the execution of new services until all the amounts due have been paid.

In any case, our Company reserves the right to make the implementation of all new services subject to advance payment in cash for any Client who delayed and/or failed to make a payment.

In the hypothesis of a delay in payment exceeding the deadline indicated, the Client will automatically owe our Company an indemnity equal to 15% of the unpaid amounts due under the terms of the penalty clause, without prejudice

to penalty interest and damages and interest which may be claimed by our Company.

5 - LIABILITIES / COMPENSATION

In general, each Party is required to pay for the damages that it causes and to compensate the direct tangible and intangible damages for which it is responsible.

Each of the Parties is responsible vis-a-vis third parties for the direct tangible and intangible damages for which it is responsible, and must hold the other Party harmless and protected from the relative complaints.

The liability of our Company is limited to the repair of the proven, direct and foreseeable damages, in application of the legal and/or regulatory provisions or the International Agreements applicable on the day the service is performed, with the exclusion of all indirect damages.

5.1 Transport

The liability of our Company is governed by Articles L 133-1 and following of the Commercial Code and by the standard contracts applicable on the day of the performance of the Services for national transports.

The liability of our Company is governed by the provisions of the CMR Agreement of 19 May 1956 for international transport.

5.2 Vehicle rental with or without driver

In the case of a vehicle rental with driver, the liability of our Company is governed by the standard industrial vehicle rental contract with driver for road transport of merchandise.

In all cases, the responsibility of our Company is strictly limited to 2,300 Euro per ton of useful load of equipment made available.

5.3 Transport broker

The compensation of the proven, direct and foreseeable damages will be made in accordance with the methods and within the limits established in the applicable standard contract as regards the personal liability of our Company and the actual liability of our replacements.

5.3.1 Liability caused by substitutes

The liability of our Company is limited to that incurred by our substitutes within the context of the implementation of the services.

When the compensation limits of the substitutes are not known or are not included in imperative, legal or regulatory provisions, they are considered identical to those established in Article 54.3.2 below.

5.3.2 Personal liability of the transport broker

In case of a proven personal mistake, the liability of our Company may not exceed the compensation limits provided by the standard transport broker contract.

5.4 Storage of merchandise and logistic services

The merchandise must be packed, packaged, marked or counter-marked in order to permit a transport and/or a storage operation to be performed under normal conditions, as well as the subsequent handling which necessarily occurs during the operations.

The merchandise must not constitute a cause of danger to the driving and/or handling staff, the environment, the safety of the goods and third parties.

The Client alone is responsible for the choice of the packaging and its ability to withstand the transport and/or the handling.

The handling details and the storage conditions must be stated in writing and, in all cases, clearly on the packaging.

Our Company cannot assume responsibility for merchandise that is accepted with packaging that does not fulfil the required condition.

The fact that no reservation was expressed on the subject when the merchandise is accepted does not prevent our Company from later invoking the absence, insufficiency or defect in the conditioning, which the Client acknowledges and accepts.

For all damages resulting from a failure in the implementation of the merchandise storage service or the logistic services, our Company's liability is strictly limited to the cost of the service behind the damages, without exceeding a maximum amount of 50,000 Euro per event and for any damage whatsoever.

If our Company carries out in situ services, the Client undertakes to waive, and to obtain the same waiver from its insurance companies from taking recourse against our Company and our insurance companies in case of damages which occurred to the buildings, installations, merchandise and equipment at the client's site, following a fire, water damage, explosion or related risks, occurring in or to the buildings and resulting from a fault of the employee of our Company working at the Client's location.

5.5 Pumping

For all damages resulting from a failure in the implementation of the pumping service, our Company's liability is strictly limited to the cost of the

service behind the damages, without exceeding a maximum amount of 50,000 € per event and for any damage whatsoever.

5.5.1 The Pumping Coupon

The Pumping Coupon is a contractual document. It must absolutely be initialled by the work site manager. Only the claims clearly and legibly written on this document by the work site manager may be the subject of an investigation of liability.

5.5.2 Incident at the construction site

For any pumping operation which could be stopped following a mechanical incident to the pump or a sudden incapacity of the operator, our Company recommends, prior to the realisation of the operation, ordering a second pump and its operator.

Failing this, a pumping stoppage cannot commit the liability of the Provider. In this case, the Client may not take legal action for damages and interest against the Provider on any basis whatsoever.

5.5.3 Quality of the concrete

The correct use of the equipment in question requires that only concrete be used the formulation/characteristic of which have been specially prepared by the manufacturer of the ready-mix concrete.

A forced stop of the pump due to a formula of concrete that cannot be pumped may not incur the liability of our Company. Our Company will invoice its service at the rate agreed with the Client.

In addition, the costs incurred by our Company (cleaning and repair of its machine), or possible ensuing damages (inability to go to the next construction site in particular), will be invoiced to the Client. Moreover, the penalties which may be charged our Company by a third party due to breaches by the Client, will be charged to the Client in full.

The delivery order of the ready-made concrete as well as the arrival schedule of the mixer lorries must absolutely be given by our operator.

Failing this, any unloading of the concrete because of too long a wait before pumping or an incident which has occurred to the concrete pump, will remain the responsibility of the Client.

5.5.4 Deterioration of the concrete

It is established that a pumping operation does not deteriorate the quality of the concrete at all.

Therefore our Company's liability cannot be sought in case of dispute by anyone (the ordering party or the end Client in particular) regarding the quality of the product spread.

Our Company may never be held liable for any deterioration in the concrete following an addition of water and/or additive.

5.6 Safety / Right to withdraw

It is the responsibility of the Client to indicate the work areas and locations, access and loading/unloading zones (hereinafter "Work Zone") and to establish the corresponding safety protocol. It is also his responsibility to take all the safety measures necessary in the Work Zone vis-a-vis the staff and equipment, in order to avoid any damage such as road signs, interruption of power or fluid, blocking of overhead power lines, protection of pipes, consolidation of the soil and sub-soil, etc.

In addition, the Client must provide all the authorisations and exemptions necessary for the realisation of the services, in particular the administrative authorisations for parking on the road and driving.

The placement of the equipment is done at the request of the Client, following his instructions.

As soon as the Work Zones presents a risk/danger to the staff and/or the equipment and/or third parties, our Company reserves the right to suspend or refuse the implementation, in all or part, of the services.

In this case, any service ordered but suspended or not implemented in all or part due to a problem with conformity and/or dangerousness in the Work Zone or lack of the necessary authorisations will be invoiced by our Company. In any case, the Client guarantees our Company against all actions, claims, proceedings or disputes relative to the safety or regulatory conformity of the Work Zone and undertakes to compensate our Company in full for any direct prejudice that it may incur as a result of these claims, actions, proceedings or disputes, including all fees of lawyers and consultants, regardless of whether it has exercised its right to withdraw.

5.7 Storage of vehicles at the yard and related logistic services.

Under no circumstance can our Company be held responsible for the damages and losses which are not due to an error or negligence on its part in the implementation of the services.

It is specified that no compensation will be due the Client and their insurers in case of tangible losses and damages generated by a natural event (hail, snow, floor, storm...), and are consequently excluded from the insurance policy underwritten by our Company.

The Parties acknowledge and accept that this formal exclusion of warranty serves as express waiver by the Client and their insurers to seek the liability of

our Company in this regard. The Client vouches for his insurers with regard to compliance with this provision.

The compensation of the guaranteed damages may under no circumstance exceed an amount of 5.000.000 € per accident with a sublimit of 500.000 € for the risk of theft and 100.000 € for the risk of collision. These amounts constitute the warranty and liability limits. Beyond this, the Client and their insurers waive the right of recourse against our Company and our insurers.

The indemnity due by our Company for subsequent intangible damages may not exceed an amount of 5% of the amount of the tangible damages.

For all damages other than those listed above and resulting from a breach in the implementation of a service other than those listed in the above articles, the repair due by our Company, if its personal liability is sought, may not exceed a maximum amount of 1.000.000 € for personal injuries and tangible damage and 500.000 € for intangible damages per event.

Our Company covers the vehicles entrusted to us with automobile civil liability.

5.8 Washing and product heating services

The Company guarantees, with the current technical conditions, services that comply with the order submitted by the Client, without ever guaranteeing the risks pertaining to any hidden defects of the vehicle(s) which could have caused a problem with the washing, or services or a doubt incompatible the with the cleaning techniques or current services.

In certain cases, the quality and specificity of a product may require, in addition to the washing, the possible replacement of seals (manholes, sluice gates, filters.....).

In this case, the Client must make a specific request to the Company. Without such a request, the Company cannot under any circumstance be held responsible for not replacing a seal or a filter.

The liability of the Company may not, under any circumstance, be committed if the product transported before the implementation of the service and/or the information regarding the services to be carried out are not correctly provided and clarified by the Client.

The Client undertakes to provide the Company, at its request, with any supporting evidence making it possible to establish that the services involved are subsequent or prior to a Intra-Community transport (see Article 259-A-5 of the General Tax Code); without this, the Client will be required to pay the French Tax Authorities, or through an additional invoice, the corresponding VAT, plus late interest and penalties.

For all damages resulting from a failure in the implementation of the washing and reheating service, our Company's liability is strictly limited to the cost of the service behind the damages, without exceeding a maximum amount of 50,000 Euro per event and for any damage whatsoever.

5.9 Customs Brokerage

For all customs procedures, the Client guarantees our Company for all the financial consequences resulting from incorrect instructions, of inapplicable documents, etc. entailing in general the payment of duties and/or supplemental taxes, fines etc. by the administration in question.

In case of customs clearance of merchandise benefiting from preferential treatment concluded or granted by the European Union, the Client guarantees that they have completed all procedures in terms of the provisions of the European Community Customs Codes aimed at making sure that all the conditions for processing a preferential treatment have been respected.

The Client must, at request of our Company, provide by the required deadline all the information requested relative to the requirements of the customs regulations. Not supplying this information by the deadline will have the effect of making the Client responsible for all the prejudicial consequences of this breach in terms of delays, surcharges, damages, etc.

The rules of quality and/or technical standardisation of the merchandise are the sole responsibility of the Client. They must provide our Company with all the documents (tests, certificates, etc.) required by the regulations for their circulation.

Consequently, the responsibility of our Company may under no circumstance be committed due to the non-conformity of the merchandise relative to said rules of quality or technical standardisation.

Our Company, acting as authorised customs broker clears customs in the mode of direct representation, in conformity with Article 5 of the European Community Customs Code.

5.10 Delay

For all damages resulting from a delay in the implementation of the service, the liability of our Company is strictly limited to the cost of the service which caused the damages (duties, taxes and miscellaneous costs excluded).

5.11 Escorting vehicles

The vehicles entrusted to our Company must be supplied with water, oil, petrol and anti-freeze (from 1st October to 1st April every year). More in

general, these vehicles must be equipped with the parts, components or products necessary for the escorting in question.

Our Company will under no circumstance be responsible for mechanical or structural incidents which may occur during the escorting, due to the absence, insufficiency or poor quality of these parts, components or products. The incidents which occur due to the condition of the vehicles escorted cannot commit the liability of our Company.

6 - INSURANCE

Our Company declares that it has underwritten with one or several well-known insurance company(s) the insurance policies necessary to cover its liability in the implementation of the services entrusted.

Our insurers guarantee the liability of our Company up to the maximum indemnity amounts listed in Article 5 of this document.

It is the Client's responsibility to provide instructions to our Company, prior to the implementation of the service, to underwrite on their behalf any additional insurance that they deem appropriate (declaration of value, declaration of special interest at delivery, damage insurance), through a supplemental premium.

7 – FORCE MAJEURE

The liability of each party will be released should they become unable to implement a part or all its obligations due to the onset of events of force majeure, such as normally upheld by the jurisprudence of the French courts.

However, by express agreement, the following are in particular considered cases of force majeure: total or partial strikes, internal or external, lock-outs, serious bad weather, hail, floods, storms, epidemics, blockage of means of transport or procurements, for any reason whatsoever, earthquakes, fire, water damage, governmental or legal restrictions, total or partial blockage of the networks, sources of energy, in particular electric, or the means of telecommunication the cause of which is beyond the control of the parties.

Any damage in the implementation of the service caused by a third party will be considered a case of force majeure exempting the liability of our Company.

The party that invokes force majeure must notify the other by registered letter with return receipt.

8 - PROTECTION

If for reasons not attributable to a case of force majeure, the financial, commercial or technical conditions which prevailed at the conclusion of the Particular Conditions/contract should substantially affect our Company with the consequence of his having to bear conditions to the extent that the balance of the contract would be disrupted or broken, the parties agree to meet in order to negotiate new conditions.

If the parties do not reach an agreement on the changes to be made to the contract/particular conditions, our Company may terminate ipso jure the contract/particular conditions within 1 month following the notification of the meeting.

9 – PRIVILEGE / RETENTION / SECURITIES

The Client is assumed to be the owner of the merchandise entrusted as well as all documents, equipment and values delivered to our Company within the context of the services performed.

We remind you that our Company, acting as broker, carrier or logistic/storage provider benefits from corresponding privileges and securities in conformity with the legal provisions in effect.

Regardless of the capacity in which our Company participates, the Client acknowledges and expressly accepts that our Company has a right of contractual security entailing the right of retention and general and permanent preference on all the merchandise and goods of any kind whatsoever in the possession of our Company as a result of the commercial relations, and this as guarantee of the complete payment of the receivables held by our Company against the Client.

10 - SUBSTITUTION

Our Comp[any reserves the right to be replaced in all or part of its rights and obligations relative to the contracts concluded with the Client, by one or more companies of the group to which it belongs which is expressly acknowledged and accepted by the Client.

11 - CONFIDENTIALITY

The Parties undertake to maintain the strictest confidentiality relative to the information included in the contract and/or all information exchanged between them within the context of the negotiation and the conclusion of the contract.

It is specified that our Company and the Client remain, each within their own purview, (i) the exclusive owner of the confidential information concerning them and/or realized by them, and (ii) owner of the rights of intellectual property pertaining thereto.

12 - DURATION / CANCELLATION

The realisation of the services entrusted by the Client to our Company applies for the entire duration agreed between the Parties, as indicated in the particular conditions.

In case of total or partial non-fulfilment, or poor fulfilment of one of the contractual obligations, the injured Party may end this contract early, when a formal notice sent via registered letter with return receipt to the defaulting Party remains unanswered for 1 month.

13 - REQUIREMENT

By express agreement, all actions to which the services could give rise must be claimed within one year starting from the performance of these services, and regardless of the capacity in which our Company participates.

14 - VALIDITY OF THE CLAUSES

If any one of the provisions of these General Terms and Conditions should be declared null or considered not written, all the other provisions will remain applicable.

15 - JURISDICTION / APPLICABLE LAW

The General Terms and Conditions are governed by French law.

The Parties will make every effort to amicably settle in good faith any dispute relative to the implementation of the services or the interpretation of the General Terms and Conditions and/or the Particular Conditions.

In the absence of an amicable settlement, the Parties agree to submit any dispute to the competent court of the location of the registered office of the Company, even in the case of multiple defendants or activation of guarantees, barring imperative provisions otherwise.

