

1. SCOPE

After exchanging all the information necessary for their agreement, the Customer has decided to entrust the Supplier with the provision of a good and/or service (hereinafter the "Supply" or "Supplies").

Once they have been accepted by the Supplier or that the latter has begun the execution of the service, these General Terms and Conditions shall apply in their entirety, in the absence of an additional agreement or an exemption agreed in writing prior to the acceptance of the order.

2. SUPPLIER'S CHOICE AND APPROVAL

In particular, the Supplier's choice takes into account its ability to comply with all its obligations; if it appears that, as a result of a change in one of the elements enabling it to meet the Customer's selection criteria, the Supplier is no longer able to comply with its contractual obligations, it shall promptly inform the Customer.

3. PLACING AND ACCEPTING ORDERS

Depending on its complexity, the order is placed using an order form with the Customer's letterhead, numbered and dated and with an order acknowledgement dated and signed by the Supplier or by a private agreement signed by each of the parties. The order is accepted by returning to the Customer the acknowledgement of receipt dated and signed by the Supplier. After eight (8) calendar days following receipt of the order, and in the absence of written reservations from the Supplier, the order shall be deemed accepted under all its terms and conditions. The order, its acceptance and any possible changes must be made in writing, on paper or by computer data transfer.

The Supplier's compliance with the terms of the order, in particular with respect to deadlines, dates, conformity and performance, constitutes a performance obligation, and the Supplier is also bound by an obligation to provide advice and information.

The Supplier may not make changes to all or part of the order without the prior written consent of the Customer. The Customer may request the Supplier to make changes, which the Supplier may not refuse, unless it provides evidence of its inability to do so. Any change that affects costs and/or deadlines must be the subject of an amendment signed by both parties before being carried out by the Supplier. Corrections requested by the Customer of the Supplier to make the Supplies compliant with the order shall not be considered as an amendment.

4. DEADLINES - CHANGE IN DEADLINES

The deadlines stipulated in the order are imperative; they may only be waived by means of an amendment signed by both parties. For goods, deadlines are understood to mean "goods delivered to and unloaded at the address appearing on the order". For services, they are understood to mean "service provided with no reservations". Early deliveries are not permitted unless agreed in writing beforehand by the Customer.

In the event of non-compliance with the delivery deadlines, except in the event of force majeure or delay attributable to the Customer, the Customer reserves the right either to cancel the order concerned as of right in accordance with Article 15, or to apply penalties for delay without prior notice being required. The amount of late payment penalties is equal to 1% of the total amount of the order excluding VAT, per calendar day of delay, capped at 10%.

5. TRANSPORTATION - DELIVERY

All deliveries of goods must be made on the date and at the place of unloading stipulated in the order. The goods are transported at the Supplier's own expense and risk. The Supplier may not avail itself of the provisions applicable to transport pursuant to Article L.133-3 of the French Commercial Code.

The packaging of the goods must be designed and made under the Supplier's responsibility in order to keep the goods in perfect condition during transport, handling and storage operations. The Supplier shall mark all packaging and containers with handling and storage instructions, as well as the precautions to be taken. The Supplier shall be solely liable for any damage or additional cost incurred by improper or inadequate packaging, marking or labelling.

The goods must be accompanied by a delivery slip on the Supplier's letterhead, with the order references and indicating the nature of the products, references and quantities per package, the net and gross weight, the shipping method, the despatch date and possibly the rail car number or registration of the vehicle used.

The Customer reserves the right to refuse any excess delivery in relation to the order; any return shall be at the Supplier's own expense and risk.

The Supplier is required to provide the Customer, at the latest on the delivery date, with the technical documentation:

- required by applicable regulations,
- necessary for the use and maintenance of the goods,
- provided for in the order.

6. ACCEPTANCE

6.1 Acceptance is the act by which the Customer declares that it accepts, without reservation, the Supply which is the subject of the order.

Any Supply shall only be accepted after verification of its compliance with the order specifications, these General Terms and Conditions as well as the standards in force.

According to the terms of the order, the order may be accepted by the Customer signing either a delivery note or an acceptance report drawn up at the end of a visit for acceptance purposes. The acceptance visit is organised at the initiative of the Customer who must notify the Supplier of the date and where it will take place. The findings made during the visit and mentioned in a report shall be binding on the Supplier duly convened by the Customer, whether it was present or not. The warranty starts on the signing date of an acceptance report with no reservations or of the delivery note.

6.2 Any non-compliant Supply may be refused by the Customer who shall inform the Supplier of its decision in writing.

In this case, the Customer, at its sole discretion and without any waiver of damages, reserves the right to:

- require the Supplier to bring the refused Supplies into conformity or replace them, or
- carry out or have carried out at the Supplier's expense and risk the operations necessary to bring the refused Supplies into conformity or replace them, or
- terminate the order, in accordance with Article 16 of these General Terms and Conditions.

At the Customer's discretion, the Supplies shall either be removed by the Supplier at its expense within a maximum of five (5) days after notice of refusal, or stored at the Supplier's expense and risk pending compliance.

7. WARRANTY

In addition to strict compliance with the contractual specifications and, more generally, with the laws and regulations in force, the Supplier guarantees its Supplies against any design, manufacturing, production or material defect for at least two (2) years from the date on which they are accepted, except where otherwise provided for by law or an express contractual exemption.

The Supplier shall immediately inform the Customer of any defects it may have detected.

8. LIABILITY - INSURANCE

The Supplier undertakes to assume liability for any harmful consequences that may result from the non-compliance of its Supply. In addition, it must compensate any material and immaterial loss or damage suffered by the Customer and/or its customers, without prejudice to any other claim or action falling within the scope of Article 1217 of the French Civil Code.

The Supplier must provide the Customer, as soon as the order is placed, with written proof that it has taken out with a reputable and solvent company, all insurances covering its civil liability, it being specified that the amounts appearing on the insurance certificates provided in this respect, do not constitute a limit of liability for the Supplier.

9. COMPLIANCE WITH REGULATIONS - SAFETY

9.1 The Supplies must comply in all respects with the legal and regulatory requirements in force. The Supplier undertakes to provide the Customer with a Supply that fully meets the safety and environmental rules as well as the applicable standards (certificates of conformity, approvals, CE marking, etc.) and to inform the Customer of any specific features of its Supply in this regard.

9.2 Any work on one of the Customer's sites is subject to compliance with the regulations in force in terms of health, safety and working conditions, as well as with the specific internal provisions of this site, with which the Supplier must familiarise itself before starting to fulfil the order and with which the Supplier and/or its employees must comply. In the event of non-compliance with the health and safety rules, the Customer may immediately suspend any work or services; the Customer shall immediately inform the Supplier by any means so that it may take appropriate measures.

10. PRICE - INVOICING

10.1. The prices given on the order shall be net, excluding taxes, with administrative and invoicing costs included. For deliveries, the prices shall be understood as goods delivered and unloaded at the place of delivery provided for in the order, with carriage paid and packaging included. Unless otherwise agreed, the prices are firm and final, and therefore non-revisable.

10.2. Each invoice will be accompanied by the necessary supporting documents and will include, in addition to the legal notices, the following information: the Supplier and Customer references, bank address, object, date and number of the order, reminder of the instalments already received indicating the corresponding Supplies, deposit or balance requested and the level of completion to which it is linked, and discounts and rebates, if applicable. The invoice may only be issued after acceptance without reservations in accordance with Article 6 above.

11. PAYMENT

Payment terms are sixty (60) days from the date of issue of the invoice, except where otherwise provided for by law or an express contractual exemption. Payment shall be made by bank transfer.

Each payment is subject to sending the Customer a request for an advance payment or an invoice. The amount shall, if applicable, be reduced by the late-payment penalties provided for in Article 4 and/or any other penalties stipulated in the order and not contested by the Supplier during the acceptance procedure.

The practice of assigning debt must be expressly authorised by the Customer in advance and the Supplier must inform the Customer of the handover of its invoices to a factoring company.

12. TRANSFER OF OWNERSHIP AND RISKS

Ownership and risks will transfer automatically to the Customer on the date of acceptance without reservations. Any retention of title clause contained in a commercial document of the Supplier shall not be binding on the Customer.

13. INTELLECTUAL PROPERTY-CONFIDENTIALITY

13.1. The Supplier shall indemnify and hold the Customer harmless against any third party claims relating to the delivered Supplies; in the event of an out-of-court or judicial claim, it shall take the place of the Customer and shall defend the Customer in its stead and at its expense (including fees or even damages paid as a result of a judgment against it), without prejudice to any other rights of the Customer.

In the event of production or development on the sole behalf of the Customer as part of the fulfilment of the order, the Supplier shall assign to the Customer all intellectual property rights to the corresponding studies, software, goods and documents, whatever the medium, with the Supplier remaining in any case the holder of the attributes of moral rights that may exist for the Supplies.
The Supplier shall not use, reproduce and/or market the assigned rights. This assignment will be drawn up in a separate written document between the parties.

13.2. Each party is bound, as well as its subcontractors and employees, by an obligation of secrecy and non-use of the information disclosed by the other party, whether protected or not, and whether written or oral, relating to know-how, specifications, formulas or drawings to which it has access in connection with the fulfilment of the order, as long as the information has not fallen into the public domain and, in any case, for a period of five (5) years from the date of placing the order.

13.3 Under no circumstances or in any form, may the order give rise to direct or indirect advertising without written authorisation from the Customer.

14. EMPLOYMENT REGULATIONS

The Supplier undertakes to comply with the provisions of the French Labour Code, particularly those relating to undeclared work. Consequently, it undertakes to provide the Customer, both on the date of placing the order, and every six (6) months until the end of its performance, with the documents referred to in the French Labour Code and the French Social Security Code.

15. FORCE MAJEURE

A case of force majeure will be considered as any event or circumstance beyond the control of either party, which is unforeseeable or if it is foreseeable, then inevitable despite all reasonable efforts possible.

The party affected by these circumstances shall notify the other party without delay by registered letter with acknowledgement of receipt (hereinafter "LRAR"). The parties will jointly review, within 48 hours, the conditions under which the fulfilment of the order will continue.

Unless otherwise agreed by the Parties, after three (3) months of interruption to the fulfilment of the order, the order may be rescinded or cancelled by each party, by LRAR, with effect from the date of sending this notification, without compensation on either side. The effects of cancellation or rescission are set out in Article 16.

In particular, force majeure events include war, riot or revolution, natural disasters, fires, explosions, health crisis, epidemic, pandemic, and government restrictions.

In particular, the following are excluded from force majeure events: annual leave, the Supplier's over-commitment regarding its design or manufacturing resources, possible delays of its own suppliers or subcontractors.

16. RESCISSION - CANCELLATION OF THE ORDER

The partial or total non-performance by the Supplier of any of its contractual obligations may result, in accordance with Article 1229 of the French Civil Code, according to its stage of fulfilment, in the rescission or cancellation of the order by the Customer.

The order may be cancelled if the Supplies delivered prior to cancellation, and not rejected, have been used. In this case, the Supplier must be paid for the Supplies delivered, less any amounts it may owe.

The order may be rescinded if the Supplies delivered have not been used in the absence of complete fulfilment of the order. In this case, the deposits or advances paid by the Customer must be immediately reimbursed by the Supplier. The Supplier shall be responsible for removing, at its own expense and risk, the goods that would have been delivered.

Cancellation or rescission shall take effect two (2) business days after formal notice by LRAR remains unheeded, without prejudice to the Supplier's payment of any penalties and compensation for the damage suffered by the Customer.

17. ASSIGNMENT – TRANSFER – SUBCONTRACTING

The parties may not subcontract, assign or transfer to a third party all or part of the order without the prior written consent of the other party. The Supplier shall in any event retain responsibility for fulfilling the order and shall remain solely liable to the Customer. However, as an exception to the above, the Customer is authorised to assign the order to any company in its Group.

In the event of a change of direct or indirect control of the Supplier, the Supplier shall promptly inform the Customer by giving it the identity of its new shareholders and requesting its agreement to continue their commercial relationship. In the absence of agreement, the Customer may terminate the order in accordance with Article 16 of these General Terms and Conditions, without the Supplier being entitled to claim any compensation.

18. ETHICS AND BUSINESS CONDUCT

Within the Holcim Group, a "responsible purchasing" policy has been put in place, including in particular the commitments of the United Nations Global Compact. In this context, the Customer's Group has adopted a "Code of Business Conduct for Suppliers" available on the Customer's website (<https://www.lafarge.fr/conduite-affaires-fournisseurs>).

The Supplier declares that it conducts its business, as well as its corporate strategy, under conditions consistent with the principles set out in this Code.

In order to ensure the Supplier's compliance with these principles, the Supplier agrees to participate in an assessment of its practices. The aim for the Customer is to have a better understanding of its stakeholders to protect itself against the risk of corruption.

In the event that the assessment does not reach the required level, the Supplier shall implement a corrective action plan that will be assessed. The Customer reserves the right

to terminate a contract or order with the Supplier that has knowingly and repeatedly breached this Code of Conduct, and/or refused to implement the improvement plans.

Supplier represents and warrants that it complies and will comply with all applicable trade control laws, including the export control and economic sanctions laws of the United States, the European Union, and/or other applicable jurisdictions, including but not limited to the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security, the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control, the EU's Dual-use Regulation 428/2009, and economic sanctions rules and regulations of the European Council and the EU's Member States ("Trade laws").

Supplier confirms that as of the date of this agreement it is not owned directly or indirectly at 50% or greater level (individually or in the aggregate) by one or more parties identified on a U.S. sanctions list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC).

Supplier represents and warrants as of the date of this agreement and throughout its duration that (i) neither the Supplier nor any of its affiliates, subsidiaries, directors, officers, employees, and, to the Supplier's knowledge, nor any of its agents, representatives or other persons acting on behalf of the Supplier, nor any entity that is 50% or more owned or controlled by any of the aforementioned persons, hereinafter individually or collectively referred to as "Person", is an individual or entity subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Switzerland, the United Kingdom, Canada, Australia or other relevant sanctions authority (collectively "Sanctions"). The Supplier warrants and certifies that it has not procured or purchased the products subject to this agreement or parts of these products from a party subject to Sanctions, and that it has conducted all required checks and has performed the appropriate due diligence to determine that such party is not subject to Sanctions.

The Supplier further represents and warrants that neither the Supplier nor, to the Supplier's knowledge, any of its directors, employees or officers were

- in the five years prior to the date of this agreement engaged in or are as of the date of this agreement engaged in any direct or indirect dealings or transactions in violation of applicable Sanctions; and
- in the five years prior to the date of this agreement or are as of the date of this agreement under investigation for any violation of applicable Sanctions.

Without limiting any rights of Lafarge France and its affiliates, if at any point in time Supplier is in violation of the Trade laws, Lafarge France and its affiliates] are (a) relieved of all obligations under this agreement, (b) where applicable, suspend or have suspended any payment to the Supplier until such time as Lafarge France and its affiliates may lawfully resume payment, (c) may terminate this agreement at its sole discretion, without any advance notice and without payment of any penalty, (d) may claim damages resulting from the breach of this agreement by the Supplier.

19. PERSONAL DATA

The personal data disclosed to the Customer or to any other companies in its Group by the Supplier or collected by the Customer or the websites of the companies in its Group, is intended to improve the quality of the commercial relationship. The Supplier agrees to the use of such data by the Customer and/or third parties acting on its behalf.

Any natural persons providing proof of their identity may exercise their access and rectification rights, in accordance with the provisions of the amended French Data Protection Act of 6 January 1978 and the General Data Protection Regulation 2016/679, by sending a written request to dpo.france@lafarge.com or Lafarge France for the attention of the Data Protection Officer (DPO) -14-16 boulevard Garibaldi – 92130 ISSY-LES-MOULINEAUX.

20. LITIGATION - APPLICABLE LAW

The parties undertake to jointly examine in the spirit of cooperation any dispute that may arise concerning both the interpretation and the fulfilment of the order. The Customer's Group is a signatory to the "Responsible Supplier Relations Charter" developed under the auspices of the Ministry of the Economy.

In this context, the Customer has appointed an internal mediator-SME contact to assist the parties in seeking an amicable solution to their dispute. The conditions and various stages of the procedure can be found on the Customer's website (<https://www.lafarge.fr/ethique-et-conduite-des-affaires>).

In the absence of agreement at the end of this procedure, i.e. within a maximum period of 3 (three) months from the internal mediator-SME contact declaring its admissibility, each of the parties may at any time refer the matter to the **NANTERRE COMMERCIAL COURT**, regardless of the place of fulfilment or delivery. In the event that the Nanterre Commercial Court does not have jurisdiction, only the courts within the jurisdiction of the Paris Court of Appeal shall have jurisdiction.

Only French law is applicable to the order and subsequent related matters.