GENERAL TERMS AND CONDITIONS OF PURCHASE
JCDECAUX GROUP

01/07/2025

The purpose of these General Terms and Conditions of Purchase ("**GTC**") is to define the terms and conditions applicable to all purchases of products (including spare parts) of any kind (the "**Product**") or services (the "**Services**") by the JCDecaux group ("**JCD**") from its suppliers (the "**Supplier**"). They apply as they stand, unless otherwise agreed in writing between JCD and the Supplier (the "**Party(ies)**"). The Supplier may not rely on its own general terms and conditions of sale which have not been expressly accepted by JCD in writing.

1. QUOTATIONS AND ORDERS

Any order for Products or Services by JCD (an "**Order**") is placed in writing (e-mail to suffice) and will only become final subject to written confirmation from the Supplier within a maximum of five (5) working days as from the date of dispatch of the Order, without modifications or reservations of any nature whatsoever. If such confirmation is not received within the aforementioned period, JCD shall be entitled to cancel the Order without penalty. Any reservation or modification made, as the case may be, by the Supplier, shall not bind JCD unless the latter has expressly accepted it in writing. As long as the Order is not final (either by return of written confirmation or by expiry of the time limit set out above), JCD is entitled to modify it. JCD must then be informed as soon as possible of any change in price or timetable resulting from the modifications thus requested. The final Order constitutes a firm and definitive commitment by the Supplier and implies its acceptance of the GTC. The Parties may agree in writing to substitute or add negotiated special terms and conditions to these GTC, in which case the former will take precedence over the latter.

2. CONFORMITY - QUALITY

The Supplier undertakes (i) to execute the Orders in accordance with the specifications and quality criteria that it contains (including the expression of needs communicated by JCD where applicable) and in accordance with good practice; and (ii) to provide all necessary evidence of the quality controls performed. It also guarantees that the delivered Products or rendered Services comply in all respects with the above undertaking, as well as with the applicable legal and regulatory obligations and standards in force, in particular as regards quality, traceability, composition, presentation and labelling. In the event of non-compliance, JCD will inform the Supplier in writing (e-mail to suffice) and may, at the Supplier's sole expense, either (i) cancel the Order or (ii) require the Supplier to replace the non-conforming Products, without prejudice to any compensation that may be claimed for all financial consequences resulting from damage caused to property or persons as well as from measures to withdraw the Products.

3. DELIVERY TIMES

The date indicated in the Order for the delivery of a Product or the provision of a Service is imperative. The Supplier shall immediately inform JCD in writing of any event likely to have an influence on the Order as well as its probable duration and its consequences on delivery times.

4. OBLIGATIONS OF THE SUPPLIER

The Supplier is bound to deliver Products or provide Services strictly in accordance with the Order and, in order to do so, use the necessary means so that they comply with JCD's technical specifications, deadlines and prices as defined in the Order. In particular, the Supplier is required to pack the Products in appropriate packaging and will be liable for any breakage, missing parts and/or damage resulting from incorrect or unsuitable packaging, marking or labelling. The Supplier is under a general obligation to inform, advise and warn JCD. The Supplier undertakes to comply with the laws and regulations in force in Germany as at the signature of the Order, including any regulations relating to compliance with CSR rules applicable in the country of delivery as at the date of purchase and up to the date of delivery. The Supplier guarantees that the Services will be carried out in accordance with the defined quality and efficiency standards, ensuring an obligation of result (particularly in terms of technical assistance and training where applicable). The Supplier undertakes to maintain its commitments under articles 4 and 15 in force for as long as its relationship with JCD lasts. Any failure in the provision of the Services covered by the contractual offer may result in corrective measures being taken at the Supplier's expenses.

5. OBLIGATIONS OF JCD

JCD undertakes to communicate, at the Supplier's request, the information and documents in its possession that the Supplier may need for the proper performance of the Order and to pay the Supplier for any definitive Order in accordance with its terms.

6. DELIVERY

Unless otherwise specified on the Order, deliveries shall be made in accordance with the rules of INCOTERM **DAP** (INCOTERMS 2020) at the delivery site specified in the Order. All deliveries must be accompanied by a dated delivery note, bearing the Order's references and indicating in particular the description of the Products delivered, their quantity, the shipping date and the serial numbers where applicable.

7. LATE DELIVERY PENALTIES

In the event of late delivery of a Product or late provision of a Service attributable to the Supplier, JCD may demand one per cent (1%) of the amount of the payment (or instalment) due for the Product or Service concerned per calendar day of delay without the need to prove the existence of loss suffered by JCD. The cumulative amount of all late payment penalties paid by the Supplier to JCD may not exceed fifteen percent (15%) of the total amount of the Order. These amounts are due without a notice of default being required and will be paid in the form of a bank wire transfer. They shall not be due in the event of duly documented force majeure. If the penalties' cap is reached, JCD shall be entitled to terminate the Order without compensation.

8. RECEPTION

The transfer of ownership and risks of the Products or Services delivered will take place at the end of the receipt inspection carried out by JCD no later than within seven (7) calendar days following signature of the delivery note by JCD. In this respect, JCD reserves all rights as to compliance of the Products or Services with the Order, including that to refuse any non-compliant Product or Service. In the event of non-compliance, the Supplier undertakes to take back at its own costs the Products or Services refused within a maximum of fifteen (15) days as from the refusal notice and shall, at JCD's discretion, within a period to be agreed between the Parties and without prejudice to any action for damages by JCD for losses incurred, either (i) replace the non-compliant Products or Services, or (ii) as the case may be, refund the Price already paid. JCD reserves the right to cancel the Order without charge or compensation of any kind whatsoever if the receipt inspection reveals a material non-compliance such that the Product or Service shall be unfit for the use for which it was intended.

9. PRICE – PAYMENT TERMS

The Supplier's prices are all-inclusive, firm and definitive. They are expressed in Euros, exclusive of taxes. The Order is payable upon presentation of dematerialised invoices on the Supplier's letterhead including all the information specified in German Civil Code & Commercial law. JCD reserves the right to refuse any invoice that is incomplete (e.g. without mention of the Order number), erroneous, non-compliant or sent to JCD more than ten (10) calendar days after its issuance date. In this case, the Supplier must issue a credit note and a new invoice. The invoices will be (i) issued once the Product has been shipped or the Service has been provided in accordance with the Order and (ii) communicated by the Supplier through the JCD supplier portal in accordance with the instructions set out in the Order. Except in the event of a rule of public order imposing a shorter legal deadline, payments shall be made by bank wire transfer within forty-five (45) days from the end of the month of issuance of the invoice. Any delay will give rise to the payment of late payment interests calculated at a rate equal to three (3) times the legal interest rate applicable in Germany on the first day of delay.

10. INTELLECTUAL PROPERTY

The Supplier irrevocably and exclusively guarantees to JCD that it holds full and complete ownership of all property rights, including intellectual and industrial property rights, relating to the Products and/or Services being assigned to JCD, free of all encumbrances and without any dispute, claim or potential obligation, including in particular in the case of the reproduction of photographs of the Products on all media, including the Internet.

11. WARRANTY

The Supplier warrants the Products against any latent defect in accordance with the German Civil Code & the Commercial law. Unless otherwise provided in the Order, the warranty period applicable to the Products shall be twenty-four (24) months from their delivery date. Consequently, the Supplier undertakes, at no cost to JCD (in particular on-site travel costs, Products transport/repatriation costs), to diagnose and/or repair and/or replace any parts, Products and materials that appear to be directly and/or indirectly affected by one or more defects. In the event of repair or replacement of a Product, a new warranty period of the same duration as the initial warranty will run on that replacement Product as from its delivery date.

12. INSURANCE AND LIABILITY

To the fullest extent permitted by law, in no event will JCD be liable for any damages whatsoever (including direct or indirect damages for personal injury, loss of profits, business interruption, loss of information or other financial loss) arising out of the use of or inability to use the Products and/or the Services, even if JCD has been informed of the possibility of such damages. The Supplier undertakes to subscribe at its own expense and to maintain in force for the entire duration of the Order, with insurance companies known to be solvent, the insurance guarantees necessary to cover the financial consequences of the liabilities, in particular general civil and professional liabilities, that it incurs as a result of the performance of the Order for all bodily injury, physical and immaterial damages, direct or indirect, consecutive or not, regardless of their origin, caused to JCD or to any third party, for the entire duration of the Order. At JCD's request, the Supplier shall provide JCD with valid general civil and professional liability insurance certificates dated less than six months.

13. CONFIDENTIALITY - REFERENCES

The Supplier undertakes to respect the strictly confidential nature of any information to which it may have access in the performance of the Order and shall refrain from disclosing it to third parties, reproducing it or using it for any purpose other than the performance of Orders, without the prior written authorisation of JCD. The Supplier further undertakes to communicate it only to its employees directly concerned by an Order, who need to have this knowledge in order to carry out the Order, and procures that its employees who may be involved in the Order comply with this confidentiality obligation. The Supplier undertakes to use the information obtained only for the performance of its obligations hereunder. The Supplier may not quote JCD as a commercial reference without JCD's prior written consent.

14. FORCE MAJEURE

The Party which invokes a case of force majeure is bound to perform those of its obligations not directly affected by the alleged case of force majeure. Cases of force majeure are expressly considered to be those usually accepted by the case law of German courts and tribunals and according to the meaning given to them under the *German Civil Code.*

15. COMPLIANCE

The Supplier undertakes to comply with and procures that its subcontractors expressly comply with the JCDecaux *Suppliers Code of Conduct,* of which it acknowledges having duly signed a copy. It furthermore declares being aware of and undertakes to comply with German, European and international laws and regulations applicable in Germany, in particular those relating to (i) the fight against corruption and influence peddling and the prevention of conflicts of interests, especially the Act for the Better Protection of Whistleblowers and the Act on Corporate Due Diligence Obligations in Supply Chains.

16. PERSONAL DATA

Each Party may process personal data relating to members of staff, legal representatives, corporate officers, directors or other contacts who are natural persons of the other Party (collectively, the "**Contacts**" of a Party), with a view to managing the commercial and contractual relationship. Each Party acts within this framework as an independent data controller and undertakes to process the personal data of the other Party's Contacts in compliance with the applicable regulations, in particular the *General Data Protection Regulation* and the *Federal Data Protection Act*. As such, each Party undertakes in particular to process only the data necessary for the purposes pursued, not to use it for other purposes, in particular commercial purposes, to store it securely and to delete it within a reasonable period at the end of the relationship.

Any processing of personal data carried out by one of the Parties as joint data controller or as sub-processor of the other Party shall be subject to a separate personal data processing agreement.

17. APPLICABLE LAW AND JURISDICTION

The present GTC are governed by German law. Any dispute between the Parties relating to the existence, validity, interpretation, performance and termination of the Order or any clauses of the GTC, that the Parties are unable to resolve amicably, shall be submitted to the exclusive jurisdiction of the courts of Berlin. The provisions of the *United Nations Convention on the International Sale of Goods* shall not apply to this Agreement.