

GENERAL TERMS AND CONDITIONS OF RENTAL

1. GENERAL DISPOSITIONS

These General Terms and Conditions of Rental of Equipment with Operator (CRE) are written in French in their original version, which alone shall prevail over any other version.

- 1.1. The term "Lessor" hereafter refers to the GROUPE MARAIS (G.M.) as the company that provides the service of Rental of Equipment with Operator.
- 1.2. The term "Lessee" hereafter refers to the company that orders the service of Rental of Equipment with Operator from the lessor.
- 1.3. The lessee expressly acknowledges that Groupe Marais is in no way a subcontractor but only a service of rental of equipment.
- 1.4. The personnel driving the equipment (operator) or the agent of the lessor are employees of the Groupe Marais or employees of the Groupe Tesmec or temporary employees or external service providers hired by Groupe Marais.
- 1.5. The priority of the contractual documents is as follows: 1) the rental contract, 2) the special conditions and their appendices and 3) the CRE latest edition in force.
- 1.6. The lessee's signature on the Rental Contract constitutes a waiver of the general, special or particular conditions stipulated by him on his own purchase order, even if the purchase order was made prior to the signature of the Rental Contract. Any order implies the full and unreserved acceptance by the lessee of these CRE.
- 1.7. If any provision of these rental terms and conditions is invalid or void, for any reason whatsoever, this shall not affect the validity of the other provisions hereof, nor of the contract, which shall continue to apply. In such event, the Parties shall negotiate in good faith to replace or modify the invalidated provision.
- 1.8. These terms and conditions are deemed accepted upon the lessee's agreement to the special terms and conditions attached to the Rental Contract, which shall prevail over these terms and conditions.
- 1.9. Any deviation from the present general or special conditions is only contractual if it results from a common agreement between the parties, prior and noted by writing.

2. DISPOSITIONS OF THE RENTAL CONTRACT

2.1. Rental contract with operator

The Rental Contract defines, against the payment of a certain price, the provision, by the lessor to the lessee, of equipment with operator. The lessor provides the lessee with equipment that complies with the regulations in force. The rented equipment can be invoiced in different ways, namely, by linear meter (lm), by fee (daily, weekly, monthly) or by a combination of the two. Other services, such as transport, wear and tear, overtime, diesel, over depth of trenching, can be charged, according to the conditions established in the order.

2.2. Duration of the rental contract with operator

The rental period begins on the day the equipment is made available to the lessee at the place of use defined in the order and ends on the day the said equipment is delivered to the place indicated in the order. No cause shall suspend the rental of the aforementioned equipment which extends from the day of its provision to the day of its handing-over as it is specified above. The equipment will be used during normal working hours, maximum 8 hours per day including maintenance time (½ hour per day). However, the lessee may request to extend the rental beyond 8 hours per day, in accordance with the labor legislation, by informing the lessor beforehand and paying the additional hours according to the conditions in the contract. The final dates and times of the end of the rental period are mentioned on the attachment vouchers signed by both parties, which will be used as the basis for invoicing.

2.3. Use of the rented equipment

The equipment is exclusively used on the indicated site or in a limited geographical area. Any use outside the site or the area indicated without the explicit and prior agreement of the lessor may justify the cancellation of the rental. The equipment and its operator are inseparable, the equipment cannot be used at the lessor's discretion.

2.4 Temporary interruption of the use

If the equipment remains unused and yet maintained on site while the operator has been made available to the lessor, the rental continues at the price conditions specified in the special conditions.

3. CONDITIONS OF EXECUTION

3.1. Use of the equipment

The access to the site will be authorized to the lessor or to his agents, during the duration of the rental. They must present themselves beforehand to the person in charge of the site provided with the necessary individual protection equipment and respect the rules of the site, as well as the safety instructions.

The lessor's employees or agents, ensuring the upkeep and maintenance of the equipment, remain nevertheless under the dependence and the responsibility of the lessor. The lessee shall take all steps with the competent authorities to obtain the authorizations to make the rented equipment circulate on the site, and/or to park it on the public road. The lessee shall obtain for the benefit of the lessor or its agents the necessary authorizations to enter the site.

3.2 Preamble

The rented equipment imposes the provision of qualified personnel essential for the operation and maintenance. The lessee must inform the lessor of the specific conditions of use of the rented equipment so that the rules of use and safety fixed by the applicable regulations and by the manufacturer and/or the lessor are specified. The lessee will make sure to take all the necessary measures in order not to expose the lessor, of all risks related to the asbestos grounds, to the asbestos compounds, if applicable, the lessor will be able to stop the contract and to invoice the days of immobilization. The equipment must be maintained in good working order and used in compliance with the rules of use and safety. The lessee is forbidden to sublet and/or lend the equipment without prior written agreement from the lessor. The personnel driving the equipment or the agent of the lessor, is placed:
- For the driving activity: under the direction, the control and the responsibility of the lessee, during all the duration of the work
- For the activity of maintenance: under the direction, the control and the responsibility of the lessor, during all the duration of the work

3.3 Prior to beginning of the work:

It is the responsibility of the lessee to:
- Inform the equipment operator of the exact location of the buried pipes and all underground infrastructures (water, gas, electricity, pipeline, telecommunication and other pipes and structures) and indicate their presence by staking. The trench cannot be made less than 50 cm from the existing networks, otherwise it may damage them.
- Take the necessary safety measures in the area where the equipment is to be used, particularly in the vicinity of buried pipes and structures, overhead electricity or telecommunications lines, railroad crossings and, in general, in the vicinity of all elements that generate risks.
- The development of access roads, marking and tracing of the site.

The lessor cannot, in any case, be held responsible for the damage undergone by the pipes and works, or caused by the rupture of the pipes and works after an impact with the rented equipment. The lessee is forbidden to claim any compensation for these reasons. Direct or indirect operating losses cannot be taken over by the lessor and will not give rise to negotiations in the form of a commercial discount.

The lessor will have the right to invoice all direct and indirect material damages as well as immaterial damages such as operating losses.

The Groupe Marais' equipment is designed for certain types of work and terrain. The prior visit to the site is intended to assess the suitability of the equipment for the work that will be required of it. The rental company cannot, however, know exactly the nature of all the soils encountered on the site. Nor can he make the equipment work above its capacity.

3.4 During the work:

The lessee must carry out the surveys before the equipment starts to work so as not to block the progress of the latter. The supply of materials (sand, PEHD, concrete, etc.) must be anticipated so as not to disrupt the progress of the trenching equipment. During the mechanized laying works, it is the responsibility of the lessee to make regular stops (at least after 30 m, and then every 50 m) in order to ensure the good depth, the state of the laid network (cables, PEHD, ...), the sanding and the load on the pipe to be laid. It is the role of the lessee, to notify on the vouchers all problems encountered and to stop the work as soon as an anomaly is found. The lessor could not be held responsible, and especially at the end of the work, if these controls are not carried out.

In the event of wear or of important degradation, the lessor will be able to bring through, of an amendment to the contract, the assumption of responsibility of the work of restoration, if the lessee wishes imperatively to continue the site.

The lessee refrains from claiming to the hirer any compensation for the following reasons:
- If an important wear of the trenching tool is noted or if the equipment undergoes important degradations because of the nature of the ground, the lessee recognizes the right to the lessor to withdraw the equipment from the site.
- Work rates mentioned in the special conditions of this contract not respected.
- In case of direct or indirect damage that may result from delays in the maintenance of the equipment for causes beyond the control of the lessor.

3.5 End of the work:

The person in charge of the lessee's site must sign all of the attachment vouchers at the end of the site, or at the end of the week when the rental period is longer, and record the problems encountered/reservations if any. No dispute can be made after the handing over of the attachment vouchers validated by the person in charge of the site. Before the departure of the equipment, the GNR/diesel tank must be full, if it were not the case this one would be invoiced according to the commercial conditions envisaged in the contract. The lessee remains responsible for the quality of the fuel used to fill up.

4. TRANSPORT

The equipment will be delivered and collected by the lessor (or by a third party designated by him) at the address mentioned by the lessee. The delivery, collection and transport by the lessor are under his responsibility. The cost of transporting the rented equipment is, on both the outward and return journeys, at the expense of the lessee, unless otherwise stipulated in the special conditions or the rental contract. The equipment will be delivered and/or collected at the times agreed between the parties, or failing that, at the opening hours of the company's site, previously communicated. In the event of delay of delivery or collection, no penalty shall be applied. The lessee will provide the lessor, if necessary, with all the personnel and handling equipment necessary to unload and load the equipment and/or its accessories.

5. MAINTENANCE OF THE EQUIPMENT

The lessor or his agent regularly carries out all the current operations of maintenance, cleaning, checking and supplementing by using the recommended material. The lessee shall reserve sufficient time for the lessor, in an accessible place, to allow him to carry out the said operations. The dates and duration of the interventions are agreed upon. The time necessary for the maintenance of the equipment at the expense of the lessor is an integral part of the rental period. The maintenance or repair operations (change of carpet, maintenance of the trenching tool, change of hoses, etc.), when they result in an immobilization of the equipment less than or equal to three hours, do not modify the conditions of the rental. The lessee, or one of his employees, is required to be present during the maintenance work carried out by the lessor, in order not to leave the lessor or his employee alone on the site.

6. BREAKDOWNS & REPAIRS

The operator informs the lessor by any means at his convenience in case of breakdown immobilizing the equipment during the rental period. As soon as the lessor is informed, the contract is suspended for the duration of the immobilization of the equipment as regards its payment, but remains in force for all the other obligations. However, breakdowns lasting less than or equal to three hours do not modify the conditions of the contract. The lessee has the right to terminate the contract as soon as the equipment has not been repaired or replaced by equipment with equivalent capacities within 2 working days (48 hours) following the information given to the lessor in writing, except for specific provisions in the special conditions. Termination is subject to the return of the equipment and full payment for services already rendered. No repairs may be undertaken by the lessee without the prior written authorization of the lessor.

7. OBLIGATIONS & RESPONSIBILITIES OF THE PARTIES

7.1 The lessee has the legal custody of the rented equipment during the period of provision, he thus engages his responsibility subject to the clauses concerning the transport. The lessee is discharged from the custody of the equipment:
- During the duration of the repair when this one intervenes at the initiative of the lessor.
- In the event of theft, the day of filing a complaint with the competent authorities. The lessee undertakes to communicate the complaint to the lessor.
- In case of loss, the day of the declaration made by the lessee to the lessor.

The lessee is responsible for the use of the rented equipment and for all that concerns the taking into account
- The nature of the ground and the subsoil,
- The rules governing the public domain,
- Of the environment
- Of the security

The lessee bears all risks related to the custody and use of the equipment and accessories, during the entire duration of the work. The lessee is responsible for any damage caused to the equipment and personnel of the lessor and to third parties. Any stolen material, not returned, broken, etc, will be invoiced to the lessee by the lessor on the basis of the new value. In case of immobilization of the machine following theft/breakage/etc., the rental will continue to apply as provided for in the contract (invoicing to the management, conditions of immobilization, others).

The lessee is responsible for his own equipment complementary to the rented equipment and for the consequences of its use:

- Construction equipment
- Network pulling equipment (cables, pulling heads, winches, etc.)
In the event of an accident for which the lessee is responsible, the lessor may claim all direct and indirect material damages as well as immaterial damages, such as in particular, the loss of exploitation.

7.2 As soon as the rented equipment is made available on the site, the lessee is responsible for the conditions of execution of the work carried out by the operator.

The lessee:
- Assumes responsibility for the instructions and directives he gives to the operator, to ensure the coordination of the intervention of the equipment and the activities of the site
- Organizes the reception and the specific training of the operator, as well as, if it judges it necessary, any information of safety complementary to the training given by the lessor
- Ensures the safety of the operator and the equipment on the intervention zone
- Places at his disposal, in the same way as for his own personnel, adequate premises for his checkroom, his meals and his tools.

7.3 The lessor, assumes the control of the driving operations that he entrusts to a suitable, qualified and trained operator. Consequently, the operator
- Appreciates the capacity of the equipment to carry out the work to be carried out
- Only performs tasks compatible with the rented equipment or with the safety rules
In case of problem, the operator immediately warns the lessor. The latter will take all necessary measures in agreement with the lessee.

The lessor is responsible for the damage caused by his operator, during the displacement of the machine, to the apparent installations and/or apparent works; the lessor shall not be held responsible for any other damage not being apparent. In the event of damage, the lessee must make a declaration, by all written means and addressed to the lessors, and this, within a maximum period of 48 hours, after this period no more complaint shall be taken into account.

The responsibility of the lessor could be sought only in the following two cases:
- Hidden defect of the equipment
- Damages caused on apparent installation and/or apparent works following a bad manipulation of the operator

The operating losses, direct or indirect, cannot be taken in charge by the lessor as defined in the article 21 of the general and particular interprofessional conditions of rental of company's equipment operator of the FNTP.

8. INSURANCES

8.1 The lessee and the lessor must be covered, each for his own responsibility, by a business liability insurance, for damages caused to third parties by the rented equipment. However, the responsibility remains with the lessee (except in the case mentioned in article 7. Obligations and responsibilities of the parties).

8.2 In case of damage to the rented equipment, the lessor invites the lessee to proceed to a written amicable and contradictory report, which must be made within 5 working days. The lessee can cover his responsibility for the damage caused to the rented equipment in three different ways:
- By taking out insurance covering the rented equipment - this insurance can be specific to the equipment in question or annual and cover all the equipment that the lessee rents. It must be taken out no later than the day the equipment is made available and must be maintained valid for the duration of this rental contract.
- By accepting, for the "Machinery Breakdown" coverage, the waiver of recourse by the lessor and its insurer, at an additional cost. In these cases, the lessor must clearly inform the lessee of the exact limits of the commitment made, in particular on the amount of coverage, deductibles, exclusions, and the conditions of waiver of recourse of the insurance against the lessee.
- By remaining his own insurer subject to the acceptance of the lessor. Otherwise, the lessee finds himself in one of the two cases mentioned above.

In the case where the lessee insures the equipment with an insurance company or on its own funds, the damage is evaluated:
- For repairable equipment: according to the amount of the repairs
- For non-repairable or stolen equipment: from the value as new, deduction of a coefficient of wear and tear fixed by an expert or, failing that, in the special conditions. The lessee expressly waives the right to take action against GROUPE MARAIS' insurer(s) to claim coverage for damages excluded under articles 7 and 8. The waivers of recourse mentioned in the above articles are enforceable against all the lessee's agents, sub-lessees and co-contractors or sub-contractors, and the lessee undertakes to inform them if necessary.

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9. REGULATORY CHECKS

The lessee shall make the rented equipment available to the lessor or any person appointed for the purpose of regulatory inspections.
In the event that a regulatory verification would bring out the unsuitability of the equipment, the latter has the same consequences as an immobilization.
The cost of the checks is borne by the lessor. The time required to carry out the regulatory checks is an integral part of the rental period, up to a maximum of half a working day.

10. PRICES

10.1 The rented equipment can be invoiced in several ways, namely, per linear meter (ml), per schedule (daily, weekly, monthly) or a combination of the two.
The prices listed in the lessor's price list are indicative. Only the prices appearing in the Commercial Proposal (offer) can engage the lessor.
The prices indicated in GROUPE MARAIS' offers are only valid for the quantities, for the delivery times announced, for the payment conditions mentioned and provided that the Order is placed within the time period specified in the Commercial Proposal.
The prices invoiced are those established on the day the Order becomes final on the basis of the economic conditions in force.
Prices are exclusive of VAT, customs, transportation, insurance and packaging costs and are ex-works and shall be increased by VAT and/or any other similar taxes that may become due at the rate applicable at the time they become due.
The lessor reserves the right to revise and update the prices unilaterally, subject to written notification, in the event of a significant increase in the prices of materials, energy, fuel, inflation or other factors, even after the signing of the rental contract.

10.2 Each day of rental started is due as such. Only full days of immobilization due to the lessee will be charged at a reduced rate as provided for in the Rental Contract, while remaining considered as actual rental days.

10.3 Cancellation/modification of reservations:

Cancellation/modification + 30 working days before the start of the rental period - No penalty. Guaranteed availability of equipment. Potential price difference.

Cancellation/modification between 30 and 11 working days before the beginning of the rental - No penalty. Modification possible subject to availability of equipment. Potential price difference.

Cancellation/modification between 10 and 5 working days before the beginning of the rental - 1/2 day of immobilization will be charged. Modification possible subject to availability of equipment. Potential price difference.

Cancellation/modification less than 5 working days before the beginning of the rental - 1 day of immobilization will be charged in addition to the cost of transport. Modification possible subject to availability of equipment. Potential price difference.

Cancellation/modification on the day of the start of the work - 2 days of immobilization will be charged in addition to the cost of transport. Modification possible subject to availability of equipment. Potential price difference.

10.4 In case of bad weather conditions, which cause the rented equipment to be unusable, the rental will be charged at the same reduced rate as for the immobilization of the equipment.

11. INVOICING

The lessor invoices his rental services to the lessee at the end of the site work or at the end of the month in the case of a long-term site.
Invoices will be issued on the basis of the conditions indicated in the Groupe Marais' rental contract and on the basis of the information contained in the attachment vouchers duly signed, each week, by the lessee and lessor.
Several invoices will be possible for the same contract and for the same order of the lessee if necessary.
If there is a need for a specific purchase order to be issued by the lessee, a draft invoice could be drawn up by the lessor and sent to the lessee for validation before sending the final invoice.
In this case, the lessee will have 5 days, from the reception of the draft invoice, to send the updated purchase order or to contest it. After this period, the billing proposal will be considered accepted and the billing will be triggered even without receipt of the purchase order.
In case of a dispute within the time limit, the lessor and the lessee will try to reach an agreement on a new invoice proposal and a corresponding purchase order within 10 days; if no agreement is reached, the lessor will, by right, establish his invoice taking into account all the contractual data available.

12. PAYMENT

12.1. Terms of payment

Unless special conditions are agreed upon by the lessor, invoices are payable at the lessor's headquarters 30 days from the date of the invoice and without discount.
For each first order and/or in case of important orders, the lessee reserves the possibility to demand a deposit or an advance payment.
Whatever the method of payment agreed between the parties, the payment will be considered as realized only after effective collection of the price.

12.2. Delay / default of payment

In case of partial payment, it will be matched first to the late payment penalties, then to the current installments in decreasing order of seniority.
In the event of total or partial non-payment of an order on the due date, in the event of a request for an extension of the due date submitted by the lessee or in the event of a significant change in the lessee's situation, the Company GROUPE MARAIS reserves the right:

- to declare the entire amount due from the lessee payable in advance,
- to suspend the execution of the order concerned of all orders in progress with the lessee,
- to pronounce, after formal notice by registered letter with acknowledgement of receipt remained without effect within eight days of its receipt, the termination by operation of law of the order concerned and, at the discretion of GROUPE MARAIS, of all orders in progress with the lessee; the termination of orders will result in the resumption of supplies of equipment by GROUPE MARAIS,
- to request payment guarantees that it deems necessary,
- to retain, by way of compensation, any deposits received without prejudice to any other compensatory damages.

Any claims by the lessee do not exempt him from paying the invoices on their due date.
Any delay in payment will give rise to the application of late payment penalties equal to the interest rate applied by the European Central Bank, increased by 10 points (art L441-3 and L441-6 of the Commercial Code). A fixed indemnity of 40€ is also due for collection costs (art D441-5).

12.3 Penal clause

If the failure of the lessee makes a contentious recovery necessary, the latter will be held to pay, in addition to the principal, the expenses, costs and emoluments ordinarily and legally at his charge, an indemnity fixed at 15% of the amount including all taxes of the debt and this, as conventional and fixed damages.
In case of cancellation of the rental for non-payment, the sums paid by the lessee will be purely and simply retained by the lessor as compensation.

13. RESOLUTORY CLAUSE

The rental contract is concluded in consideration of the legal, financial and economic situation of the hirer at the time of the order. As a result, if the lessee's financial situation deteriorates between the date of the order and the date the equipment is made available, the lessor is entitled either to demand payment before the equipment is made available or to terminate the rental without recourse to the courts by registered letter with acknowledgement of receipt.
Furthermore, the failure of the lessee to comply with a single essential condition of the rental contract shall result in its immediate termination by the lessor without recourse to the courts and shall entitle the lessee to compensation corresponding to the immobilization of the machine.
The lessee shall not be entitled to request the resolution or termination of the rental or to seek the liability of the lessor in the event of modification of the initial technical specifications or characteristics, occurring between the placing of the order and the provision of the equipment, which would result from the application of a national or community text or from the manufacturer's recommendations.

14. FORCE MAJEURE

The lessor shall not be held liable for the non-performance of any of its obligations, in particular for a delay in the delivery of equipment or the performance of services in the event of force majeure, meaning any event such as, in particular, lockout, strike, epidemic, war, civil war, riot, revolution, embargo, requisition, fire, flood, accident to equipment, restrictions imposed by any governmental law, rules or regulations, power failure, shortage of raw materials and/or components, delay in transportation, force majeure of suppliers or subcontractors or any other cause causing partial or total unemployment for lessor or its suppliers, without this list being limitative. The lessor shall inform the lessee in a timely manner in the event of the occurrence of any of the events listed above.
A case of force majeure lasting more than 3 months will result, at the discretion of the GROUPE MARAIS Company: either the temporary suspension of deliveries/rentals and the extension of the order execution deadlines for a period equivalent to that during which the GROUPE MARAIS Company will not have been able to execute its obligations, or the cancellation of orders not yet delivered, without damages.
In the event of termination, the lessee may claim payment for "rental services" already performed or delivered.

15. INTELLECTUAL PROPERTY

GROUPE MARAIS retains full ownership of the intellectual property and know-how relating to the service provided and to the documents sent to the Customer, such as in particular: installation procedures, plans, manuals, etc., and in general any document containing the technical data of the equipment and the mechanized installation. They may not be used, copied, reproduced, transmitted, communicated or transferred to third parties without the written authorization of the GROUPE MARAIS; they must be returned to the GROUPE MARAIS on request, even if the lessee has been asked to contribute to the cost of the studies.
If studies carried out at the request of the lessee and/or documents supplied to the latter are not followed by an order, the study and travel costs that they will have generated will be invoiced to the lessee.
The models and tools produced by GROUPE MARAIS and relating to its supply remain its entire property, including any improvements made subsequently for the rental site, even if they were produced at the request of the lessee.

16. MISCELLANEOUS

The lessee authorizes, for advertising/marketing purposes, the lessor to use his name, his logos and possible photos or videos taken on the work site, in the reference list, on the website and in other means of communication.

Health prevention measures (Covid, others): the lessee undertakes to respect, in addition to any health measures decreed by the public authorities, the guide established by the OPPBTP in force at the time of the execution of the contract "guide of safety recommendations for the continuity of the activities of the construction in period of epidemic or others".

17. APPLICABLE LAW AND JURISDICTION

This contract is governed by French law.
For all disputes relating to the performance or interpretation of these conditions, only the Commercial Court of the jurisdiction of the registered office of the Company GROUPE MARAIS or its president will have jurisdiction in summary proceedings, regardless of the place of service, rental, delivery, even in the event of a warranty claim or multiple defendants, unless the parties agree to resort to an arbitration procedure, the terms of which will be determined by mutual agreement.