

# GENERAL TERMS FOR PROVISION OF LIFTING AND HANDLING SERVICES

## RECITAL CLAUSES

1. The object of these general terms is to define the terms of execution of the "lifting and handling contract" concluded between the lifting and handling company, hereafter referred to as the SERVICE PROVIDER, and the CUSTOMER. They shall apply to all lifting and handling contracts concluded between the SERVICE PROVIDER and the CUSTOMER, which latter acknowledges that it is aware of and unreservedly accepts the same.

2. The parties agree that any other document issued by the CUSTOMER, namely its general terms of sale, shall never be binding upon the SERVICE PROVIDER.

3. The SERVICE PROVIDER shall reserve the right to supplement these general terms for provision of lifting and handling services with specific terms which shall prevail in the event of any contradiction.

## ARTICLE 1 – TYPE OF CONTRACT

Any order placed by the CUSTOMER shall constitute a business contract termed a "lifting and handling contract" within the meaning of articles 1710 and 1779 and following of the [French] Civil Code.

## ARTICLE 2 – ORDER

2.1 Notwithstanding cases of *force majeure* and any stipulations set out in specific terms, no postponement (or stand-by) or cancellation of an order shall be authorised without the written agreement of the SERVICE PROVIDER.

2.2 In the event of any delay to or cancellation of an order by the CUSTOMER, all prior costs already incurred shall be invoiced by the SERVICE PROVIDER.

2.3 In the event of cancellation of an order by the CUSTOMER, an all-inclusive penalty amounting to at least half the price of the service shall be payable to the SERVICE PROVIDER.

2.4 In the event of proven harm resulting from delay in the execution of an order attributable solely to the SERVICE PROVIDER, the CUSTOMER may apply penalties of a compensatory nature in the amount of 0.1% of the ex-VAT value of the order per calendar day of delay with an upper limit set at 5% of the ex-VAT value of the order.

## ARTICLE 3 – SERVICE PROVISION

3.1. The SERVICE PROVIDER shall provide the human and material resources for the handling and lifting operation. The SERVICE PROVIDER may provide two types of service category:

- Full control over the operation, i.e. design (studies) and execution.
- Execution of the lifting and handling service only with the CUSTOMER then being solely liable for the studies.

3.2. In all cases, the CUSTOMER undertakes to submit in writing to the SERVICE PROVIDER the following necessary specifications:

- Definition of the operation to be carried out,
- The type, weight, dimensions and position of the centre of gravity of the object to be lifted or handled,
- The placement and usage of anchoring points,
- The means of access to the site or premises within which this operation is to be carried out.

## ARTICLE 4 – CONDITIONS OF EXECUTION

4.1. The CUSTOMER undertakes to inform the SERVICE PROVIDER of site-related restrictions (security, access, transit, parking, obstacles, exploitation, etc.), and to take the necessary measures to ensure that the operation is carried out in total safety within the working area (signalling or disconnection of electrical cables, signalling of conduits, etc.) and more broadly, to signal any factors that could incur a risk.

4.2. The CUSTOMER shall be required to carry out a prior inspection of the soil and sub-soil (pressure, state, resistance, composition, etc.) for which it shall remain solely liable.

4.3. The CUSTOMER shall inform the SERVICE PROVIDER in writing concerning the level of hazard and specific characteristics of the object to be handled and shall otherwise be fully liable in respect of both the SERVICE PROVIDER and third parties.

4.4. The CUSTOMER shall take all necessary measures to ensure that environmental regulations are complied with.

## ARTICLE 5 – SUBCONTRACTING

**([French] Law No. 75-1334 of 31 December 1975)**

5.1 Should the SERVICE PROVIDER carry out the operation under subcontract by the CUSTOMER, the latter shall be under an obligation to ensure that the project manager accepts the SERVICE PROVIDER and approves its payment terms (article 3 of Law. No. 75-1334 of 31 December 1975).

5.2. In the event that the SERVICE PROVIDER does not receive direct payment from the project manager (article 6 of Law No. 75-1334 of 31 December 1975), the CUSTOMER shall provide the SERVICE PROVIDER on placement of the order with a joint and several bank guarantee for the amount of the works or a delegation of payment for the project manager (article 14 of Law No. 75- 1334 of 31 December 1975).

## ARTICLE 6 – PRICE OF SERVICE PROVISION

Notwithstanding specific terms, the prices communicated to the CUSTOMER shall be all-inclusive and shall include fuel, lubricants, equipment and personnel required for the operation, and mobilisation and demobilisation costs for human and material resources.

## ARTICLE 7 – PAYMENT - SETTLEMENT

7.1. The terms of payment shall be those set out on the order. In the absence of any specific stipulations, the deadline for payment shall be 30 days from the date of issuance of the invoice.

7.2. Recovery and rescue operations shall be payable in cash.

7.3 In the event of non-compliance with this payment deadline, the CUSTOMER shall automatically be required to pay late payment interest at the legal rate of interest applied by the European Central Bank for its most recent refinancing operation plus 10 percentage points and a penalty charge of Eur 40 for recovery costs.

7.4 Non-payment of an invoice when it falls due shall render all other not yet outstanding amounts payable immediately that the SERVICE PROVIDER is owed by the CUSTOMER. Moreover, the SERVICE PROVIDER shall reserve the right to suspend any new service until full payment of the outstanding receivable.

## **ARTICLE 8 – LIABILITY**

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### **8.1. Liability of the SERVICE PROVIDER**

8.1.1. The liability of the SERVICE PROVIDER may only be invoked where operations were:

- either entirely designed by it, carried out under its direction exclusively using the equipment of its choosing, including lifting straps and ropes,
- or executed under its sole liability.

In all cases, the CUSTOMER undertakes to provide the SERVICE PROVIDER with the information set out in these general terms and specifically those set out in articles 3 and 4.

8.1.2. The SERVICE PROVIDER shall not be held liable for any harm resulting from an error or fault in the design of studies conducted by the CUSTOMER, for any defect in the object handled, or for any defect, error, omission, or ambiguity in the documents passed on to the SERVICE PROVIDER or any inadequacy in the equipment used under instruction by the CUSTOMER.

8.1.3. The SERVICE PROVIDER shall not be held liable for the consequences of any defect in packing or packaging, protection of merchandise entrusted to it, namely due to humidity, condensation, atmospheric conditions, or falling of dust or foreign bodies.

8.1.4. The SERVICE PROVIDER shall not be answerable for aggravations of harm consequential to recovery or rescue operations.

8.1.5. The CUSTOMER acknowledges the possibility for the SERVICE PROVIDER to interrupt its service for climatic reasons duly recognised by an official or professional body.

8.1.6. Any provision, at the premises of the SERVICE PROVIDER, of temporary storage placement of handled objects shall not be interpreted as a warehousing contract. Consequently, any such storage shall be carried out at the risk of the CUSTOMER, and the liability of the SERVICE PROVIDER shall not under any circumstances be invoked, notwithstanding any provisions to the contrary.

### **8.2. Limitation to the liability of the SERVICE PROVIDER**

8.2.1. By express agreement, the liability of the SERVICE PROVIDER, for all causes combined, shall be limited to material harm up to the limit of the contract amount, which shall not exceed Eur 150,000 (One hundred and fifty thousand Euros). Satisfaction for harm shall consequently be limited to these amounts and the CUSTOMER and its insurers shall waive any and all claims against the SERVICE PROVIDER beyond these limits and conditions.

8.2.2. The SERVICE PROVIDER and its insurers shall not under any circumstances be held liable for any consequential harm, namely operating losses incurred by the CUSTOMER.

8.2.3. In the absence of substantiated reservations noted on the works order or service provision order of the SERVICE PROVIDER and confirmed by recorded delivery mail within 48 hours from the harm occasioned, no claim against the SERVICE PROVIDER shall be accepted.

## **ARTICLE 9 – INSURANCE**

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Where the value of objects entrusted by the CUSTOMER exceeds the upper limit of the guarantee provided for under article 8.2.1., the CUSTOMER shall be entitled, subject to the provision of prior written notice, to obtain from the SERVICE PROVIDER a more extensive or higher guarantee through corresponding invoicing. A mere statement of the value shall not count as an insurance instruction.

## **ARTICLE 10 – RESCISSION OF CONTRACT**

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10.1. The SERVICE PROVIDER shall reserve the right to rescind the lifting and handling contract in the event of any failure by the CUSTOMER to meet any of its obligations, after a period of eight calendar days from issuance of formal notice to comply, sent by recorded delivery letter and not complied with.

10.2. In the event of rescission of the contract, whatever the cause may be, the CUSTOMER shall remain liable in respect of the SERVICE PROVIDER for payment of works carried out and for the cost of demobilising the human and material resources.

## **ARTICLE 11 – LIMITATIONS**

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**Actions in respect of the contractual liability of the CUSTOMER against the SERVICE PROVIDER and vice versa, with the exception of debt recovery actions for outstanding amounts, shall be limited to one year from the day on which the event giving rise to the action occurred.**

## **ARTICLE 12 – APPLICABLE LAW - DISPUTES**

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**12.1. All lifting and handling contracts shall be governed by French law.**

**12.2. In the event of any dispute or challenge pertaining to these general terms or to the order and in the absence of an amicable settlement which the parties shall make every effort to reach first, the Commercial Court having jurisdiction over the head office of the SERVICE PROVIDER shall be solely competent, even in the event of proceedings involving third parties or multiple defendants.**