

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## DEFINITIONS

The terms set forth below shall have the following meaning:

**Accident** means an unplanned event that resulted in (i) an injury or sickness of any person; (ii) damage or loss to property, plant, materials and/or the environment; and/or (iii) a loss of a business opportunity.

**Affiliate** means, with respect to any person (the "First Person"), any other person that, directly or indirectly:

- owns or has Control over the First Person;
- is Owned by the First Person, or such First Person has Control over such other person; or
- is commonly Owned or under common Control with the First Person, where "Own" or "Owned" means ownership of 50% or more of the equity interests or rights to distributions on account of equity of the person and "Control" means in relation to any person (the "Controlled Person"), the right of another person or persons acting together, whether in law or in fact, (i) to secure more than fifty percent (50%) of the voting rights attaching to all the shares in the Controlled Person; (ii) to have the power to control the composition of the board of directors or other governing body of the Controlled Person; or (iii) to cause that all or a substantial proportion of the affairs of the Controlled Person are conducted in accordance with the wishes of that person or persons.

**Business Day** means a day (other than (i) a Saturday, Sunday if the Company is registered in the United Arab Emirates, or in Kuwait or (ii) other than a Friday, Saturday if the Company is registered in Saudi Arabia, Qatar or Oman; or statutory public holiday) on which commercial banks are generally open in the Territory for normal business.

**Company** means the JCDecaux entity identified in the PO;

**Company Indemnitees** means the meaning given in clause 1.4.

**Delivery Period** means the period within which, or the date on which, the Goods shall be delivered by the Vendor to the Delivery Site, as specified in the PO or communicated in writing by the Company, if not already specified in the PO.

**Delivery Site** means the location where the Goods shall be delivered by the Vendor, as specified in the PO or communicated in writing by the Company, if not already specified in the PO.

**Execution Period** means the period within which, or the date by which, the Services shall be delivered or provided at the Execution Site by the Vendor, as specified in the PO or communicated in writing by the Company, if not already specified in the PO.

**Execution Site** means the location where the Services shall be delivered or provided by the Vendor, as specified in the PO or communicated in writing by the Company, if not already specified in the PO.

**Force Majeure Event** means any act of God, war, civil war, coups, armed conflicts or terrorism, insurrection or riots, floods, fire, epidemic, pandemic, embargoes, orders of court or acts of civil or military authorities or any other causes beyond the reasonable control of a Party.

**Goods** means the goods to be provided by the Vendor to the Company as described in the PO and delivered at the Delivery Site.

**Health and Safety Requirements** means the requirements set forth in clause 3.4 of the Terms and Conditions.

**Incident** means any event that if happened in slightly different circumstances could have resulted in an Accident.

**Invoice** means the invoice to be issued by the Vendor for each PO including, without limitations, the reference number of the PO and the Price and such further details as may be specifically requested in the PO.

**Liquidated Damages** has the meaning given in clause 3.2(ii)(b).

**Parties** means collectively the Company and the Vendor and **Party** shall mean individually any one of them as the context may so require.

**Person** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;

**Personal Data (or Personal Information)** means any information relating to an identified or identifiable natural person, including but not limited to names, contact details, identification numbers, financial information, online identifiers. Where applicable under applicable laws, this definition extends to juristic persons, including business identifiers such as company names, registration numbers, and operational details. This definition is subject to the meaning of "Personal Data" or "Personal Information" as defined under the data protection laws governing the Company, the Vendor, or the processing activities undertaken under the Purchase Documentation.

**PO** means the purchase order, to which these Terms and Conditions are attached, issued by the Company materializing the order from the Company and which may set out information such as but not limited to the Price and its payment terms, the Quantity, the Delivery Period and/or the Execution Period (as the case may be) and the Delivery Site and/or the Execution Site (as the case may be).

**Price** means the amount due by the Company to the Vendor in consideration for the Goods and/or the performance of the Services(s) as set forth in any PO.

**Purchase Documentation** means the documentation (including, for the avoidance of doubt, the PO, the Terms and Conditions, Technical Specifications, the JCDecaux Code of Conduct of Suppliers, any additional annexes or schedules attached to the PO) setting out the entire agreement and understanding of the Parties relating to the provision of Goods and/or Services by the Vendor to the Company, which for the avoidance of any doubt, excludes the Vendor's Trading Conditions.

**Quantity** means the quantity of Service(s) (if applicable) and/or Goods to be provided by the Vendor to the Company.

**Quotation** means the document issued by the Vendor setting forth the proposed Services and/or Goods to be provided by the Vendor and the proposed price due in consideration of the provision of such Services and/or Goods.

**Revised Quotation** has the meaning given in clause 2.1(ii).

**Service(s)** means the services to be provided by the Vendor to the Company as described in the PO at the Execution Site.

**Technical Specifications** means the detailed scope of works, functional, performance, and quality requirements for the Goods and/or Services to be provided by the Vendor, as attached to or indicated in the PO or otherwise communicated in writing by the Company.

**Territory** means the country where the Company is registered.

**Terms and Conditions** means the present general terms and conditions of purchase.

**Vendor** means the Person who shall be providing the Services and/or the Goods for the Company and which name is indicated in the PO.

**Vendor's Trading Conditions** has the meaning given in clause 3.10(i).

**Warranty Period** means the period of warranty in relation to the Goods and/or Services provided by the Vendor which shall be not less than 12 (twelve) months reckoned from (i) the date on which the Goods have been delivered to the Company by the Vendor and (ii) the date on which the Services have been provided by the Vendor to the Company.

## PART 1 – LEGAL CONDITIONS

### Clause 1.1 - Interpretation

- The following documents are deemed to form and be read and construed as part of the Purchase Documentation and for the purposes of interpretation in case of any ambiguity, inconsistency or conflict between any applicable provisions, the priority of the documents shall be in accordance with the following sequence:
  - Any express written amendments to the Terms and Conditions agreed upon by both Parties in writing;
  - the PO;
  - the Terms and Conditions.

- For the avoidance of doubt, the PO shall take precedence over the Terms and Conditions only to the extent of specific terms explicitly agreed upon in the PO. All other provisions of the Terms and Conditions remain binding and enforceable.
- By acceptance of a PO or commencement of any performance under such PO, the Vendor acknowledges and agrees to be bound by the Terms and Conditions, as published at the date of issue of the PO at website address provided on the PO. These Terms and Conditions shall

apply unless expressly rejected in writing by the Vendor prior to commencing performance. In the event of any dispute regarding the applicable version of the Terms and Conditions, a certificate issued by the Company's Managing Director or Country Manager shall serve as prima facie proof of the version in effect at the time of the PO's issuance.

### Clause 1.2 - Term and Termination

- Any PO shall remain valid until the expiry of the Warranty Period applicable to (a) the completion of the Services; and/or (b) the delivery of the Goods.
- In the event (a) the Vendor breaches any of its obligations under the relevant PO and/or the Terms and Conditions of the Purchase Documentation and/or the Terms and Conditions attached to the PO and such breach is not cured within seven (7) Business Days after written notice sent by the Company to the Vendor; or (b) the Vendor becomes bankrupt or insolvent, or commences to be wound up, and/or an order or declaration is made, or a resolution is passed, for the administration, custodianship, bankruptcy, liquidation, winding-up, receivership, trusteeship, de-registration or dissolution (and, in each case, whether provisional or final) of the Vendor, its assets or its estate or an order or declaration is made, or a resolution is passed, to authorise the commencement of any business rescue proceeding in respect of the Vendor, its assets or its estate, or if the Vendor compromises with its creditors, the Company shall have the right to cancel the PO and, at the Company's sole discretion, terminate the Purchase Documentation with immediate effect without being liable for any loss or damage of any kind which the Vendor may suffer as a result of such termination; such termination being without prejudice to any of the Company's other rights or remedies against the Vendor.
- For the avoidance of doubt, in case of cancellation of any PO, the Company shall be liable for the payment of the Price due in consideration of the execution of the Services or the delivery of the Goods (as the case may be) as per such PO up to the cancellation date (such amount to be evaluated by the Company). The Company shall be entitled to offset any amount so due to the Vendor against any amount due to the Company by the Vendor resulting from the Vendor's breach (if any) of its obligations under the Purchase Documentation.
- Notwithstanding anything to the contrary contained herein, the Company shall be entitled to terminate at any time, and for any or no reason, any PO and/or the Purchase Documentation, without being liable for any loss or damage of any kind which the Vendor may suffer as a result of such termination.

### Clause 1.3 – Subcontracting

- The Vendor may sub-contract part but not all of its obligations pursuant to the PO provided that it obtains the prior written consent of the Company, which the Company shall be under no obligation to provide.
- In the event the Vendor sub-contracts part of its obligations under the PO pursuant to clause 1.3(i), it shall ensure that the subcontractor complies at all times with the PO, Purchase Documentation, Health and Safety Requirements, Confidentiality Requirements and the JCDecaux Code of Conduct of Suppliers (which the Vendor warrants it is fully acquainted with). The Vendor shall remain fully liable to the Company for any and all acts and/or omissions of its sub-contractors.

### Clause 1.4 - Liabilities and Insurances

- The Vendor shall protect, defend, indemnify and hold harmless the Company, its Affiliates, officers, directors, employees, customers, agency personnel, suppliers (including landlords), agents, its contractors and subcontractors of any tier (collectively, the "Company Indemnitees") from and against any loss suffered by the Company and/or the Company Indemnitees arising from any and all claims, actions, demands, proceedings and/or judgments which may be instituted, made, threatened, alleged, asserted or established from time to time against or otherwise involving the Company and/or the Company Indemnitees and from all damages, penalties, fines, liabilities, obligations, losses and reasonable costs and expenses, including legal and other professional fees and costs which the Company and/or the Company Indemnitees may suffer or incur from time to time arising out of or in connection with, whether directly or indirectly, the supply of the Goods and/or the performance of the Services by the Vendor.
- The Vendor and its sub-contractors shall at their own cost obtain and maintain in full force and effect until the expiry of the relevant Warranty Period or the time under the relevant statute of limitations (whatever is the later), with a reputable insurer acceptable to the Company, all insurances required by applicable legislation and as a minimum the following insurance policies (which amounts should be validated by the Company):
  - with respect to the Services: a third-party liability insurance, public and product liability and workmen's compensation; and
  - with respect to the Goods: public and product liability.For the avoidance of doubt, the insurances contemplated in this clause 1.4 (ii) is not intended to limit or detract from the Vendor's liability towards the Company in any way.

- The transfer of full legal title/ownership of the Goods from the Vendor to the Company shall be effective upon the payment of the Price by the Company for the Goods. Risk in the Goods shall transfer to the Company only upon successful delivery of the Goods to the Delivery Site and confirmation by the Company that the Goods meet the requirements of the PO, or as otherwise agreed in the PO, including where Incoterms are specified.
- The delivered Goods and/or provided Services shall comply with the requirements of the PO and the Technical Specifications as well as all applicable laws and regulations in the Territory and internationally recognized industry standards. The aforesaid provision shall be without prejudice to any other right or remedy available to the Company under the PO, the Terms and Conditions or at law.

- If the Goods are manufactured in whole or part by the Vendor with components provided by the Company, the Vendor shall immediately inform the Company in case of loss, theft, destruction, or deterioration of whole or part of the stock of such components. The aforesaid components being the property of the Company, the Company shall be entitled to require the reimbursement by the Vendor of the costs of such components.

- The Vendor and its assigns shall not during the term and/or after the termination or expiry of the Terms and Conditions disclose to any third party or person, without the Company's prior written consent any confidential information of a confidential nature relating to the Company, its Affiliates, the Company's/Affiliate's business, and the Purchase Documentation.

- The restrictions in this clause 1.6 shall not apply to the disclosure of confidential information if and to the extent:
  - made in the course of and incidental to the proper performance by a Party of any of its obligations under the Purchase Documentation;
  - is required by any law, regulation, court of competent jurisdiction or competent judicial, governments, supervisory or regulatory body; or
  - the disclosed information is in the public domain other than through breach of this clause 1.6.

- The Vendor shall ensure that its employees and subcontractors shall similarly comply with the provisions of this clause 1.6.

### Clause 1.7 - Applicable Law, Jurisdiction and Dispute Resolution

- The Purchase Documentation (and any part thereof) shall be governed by and construed in accordance with the laws of the Territory.
- Any dispute, controversy, or claim arising out of or in connection with any Purchase Documentation, including any question regarding its

existence, validity, interpretation, breach, or termination, shall first be resolved by way of negotiation between the Parties within 14 (fourteen) days one Party receiving a written invitation from the other to meet and attempt to resolve the dispute.

- If the dispute is not resolved through negotiation within 14 (fourteen) days of the commencement thereof by agreement between the Parties, the dispute shall be finally settled through arbitration in accordance with the International Chamber of Commerce (ICC) Arbitration Rules, which are deemed to be incorporated into this clause.
- A sole arbitrator shall be appointed by agreement between the Parties within fourteen (14) Business Days of a request for arbitration by either Party. If the Parties fail to agree on a sole arbitrator within this period, the appointment shall proceed in accordance with the ICC Arbitration Rules. The arbitration proceedings and documentation submitted therein shall be conducted and prepared respectively in English.
- The seat of arbitration shall be in the Territory. The decision of the arbitrator shall be final and binding on the Parties, and the judgement on the award may be entered in any court having jurisdiction in the Territory.
- Nothing in this clause 1.7 shall prevent either Party from seeking interim or urgent relief in a court of competent jurisdiction within the Territory, pending the resolution of arbitration.

### Clause 1.8 – Force Majeure

- If a Party is prevented or restricted directly or indirectly from performing all or any of its obligations under the Purchase Documentation by reason of a Force Majeure Event, the Party so affected shall, if it wishes to claim relief under this clause 1.8, as soon as reasonably possible thereafter, give a written notice to the other Party, setting out full particulars of the relevant Force Majeure Event, its anticipated effect, and the extent (if any) of the anticipated delay in the performance of its obligations.
- The Party invoking the terms of clause 1.8(i) shall, as soon as reasonably possible but no later than five (5) Business Days after the cessation of the Force Majeure Event, give written notice to the other Party of its termination and the date on which normal performance will resume.
- Both Parties shall do everything reasonably possible to minimise, mitigate and avoid the effects of any Force Majeure Event.
- The Vendor shall not be entitled to any extension of time or relief if the Force Majeure Event was caused by, or its effects prolonged due to, any act or omission on the part of the Vendor.
- The Vendor shall be entitled to a reasonable extension of time if the Force Majeure Event was caused by or its effects prolonged due to, any act or omission by the Company.
- Subject to clause 1.8(iii), if it is determined that a Force Majeure Event has occurred, the Party invoking the terms of this clause 1.8 shall be relieved of its obligations under the Purchase Documentation during the period that such Force Majeure Event and its consequences continue, but only to the extent it is prevented from performing its obligations. Such Party shall not be liable for any delay or failure in the performance of its obligations under the Purchase Documentation, or for any general, special or consequential losses or damages incurred by the other Party due to or resulting from such delay or failure.
- Subject to clause 1.8(iii), neither Party shall be liable to the other Party for any breach of the Purchase Documentation caused by a Force Majeure Event, provided that such breach was not perpetrated by the negligence or wilful misconduct of the Party claiming relief.

### Clause 1.9 – Notice

- The Parties choose as their *domicilia citandi et executandi* for all purposes under the Purchase Documentation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses referred to in the PO.
- Each Party shall be entitled from time to time, by written notice to the other, to vary its *domicilium citandi et executandi* to any other physical address within the Territory.
- Any notice given by either Party to the other which (a) is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium citandi et executandi* for the time being, shall be presumed to have been received by the addressee at the time of delivery; (b) is posted by prepaid registered post to the addressee at the addressee's *domicilium citandi et executandi* for the time being shall be presumed to have been received by the addressee on the seventh day after the date of posting.
- Notwithstanding the provisions of the foregoing clauses, in the event that a written notice or any process is actually received by a Party, such receipt shall be valid for all purposes under the Purchase Documentation notwithstanding that it was not received at a Party's chosen *domicilium citandi et executandi*.

### Clause 1.9 – Data Protection

- The Vendor acknowledges that in delivering the Goods and/or providing the Services to the Company, the Vendor may be exposed to the Personal Data (or Personal Information) of the Company's employees, customers, clients, and suppliers.
- The Parties specifically acknowledge that all Personal Data (or Personal Information) provided by the Company to the Vendor, or to which the Vendor may be exposed, shall constitute confidential information of the Company. Where applicable under the data protection laws of the Territory, Personal Data (or Personal Information) may also constitute proprietary information belonging to the Company.
- The Vendor warrants that it shall strictly comply with all applicable data protection legislations and regulations, as well as the Company's data protection policies and procedures in force from time to time.
- The Vendor further warrants that it shall not use, copy, compile, collate, process, store, transfer, alter, delete, or otherwise handle Personal Data (or Personal Information) for any purpose other than with the express prior written consent of the Company and/or the Personal Data (or Personal Information) owner (where applicable), and to the extent necessary to perform its obligations to the Company.
- The Vendor warrants that all systems and operations used to deliver the Goods and/or provide the Services, including those used to process Personal Data (or Personal Information) shall comply with international best practices for data protection and information security.
- The Vendor's obligations under this clause shall survive the termination of the Purchase Documentation for any reason.
- The terms of this clause 1.9 may be supplemented by any standalone data processing agreement agreed to by the Parties, outlining the specific roles, responsibilities, and obligations of the Vendor in its capacity as a data processor.

## PART II – SUPPLY CONDITIONS

### Clause 2.1 - Quotation

- Upon the Company's request, the Vendor shall provide the Company with a Quotation.
- Such Quotation shall be reviewed by the Company, which reserves the right to propose amendments to such Quotation (the "Revised Quotation").
- The Company shall notify the Vendor in writing of the Revised Quotation or its agreement to the terms of the Quotation. The Revised Quotation shall be deemed accepted by the Vendor unless it communicates otherwise in writing to the Company within three (3) Business Days.

### Clause 2.2 - PO

- Further to the validation in writing of any Quotation or Revised Quotation (as the case may be), any order from the Company to the Vendor shall be materialized by the issuance by the Company of a PO to be sent to the Vendor.
- The Vendor shall be responsible for the review of the PO issued by the Company, and in particular for ensuring that such PO contains all the documents required for the delivery of the Goods and/or execution of the Services.

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- (iii) Any PO shall be duly signed and approved (which signing and approval can also be done electronically) by the Company's authorised signatories prior to the Vendor proceeding with the execution of any Service or the delivery of any Goods;
- (iv) The Company shall be entitled to refuse any delivery of Goods and/or performance of Services carried out without a PO duly signed and approved (which signing and approval can also be done electronically) by the Company's authorised signatories.

## Clause 2.3 – Acceptance of the PO and Purchase Documentation

- (i) Upon the issuance by the Company of a PO in terms of clause 2.2(i) above, the PO and the Purchase Documentation, shall be deemed accepted by the Vendor unless it communicates otherwise in writing to the Company within three (3) Business Days of issue of the PO. On acceptance as aforesaid, the Vendor acknowledges having received from the Company all the documents and indications necessary to execute the PO and further agrees that the provision of the Services and/or the Goods for the Company shall be made in accordance with the Purchase Documentation.
- (ii) Any amendment to the PO and/or the Purchase Documentation shall not be binding upon the Company without the Company's prior written consent.

## Clause 2.4 - Price and Payment Terms

- (i) The Price is due by the Company in consideration for the (i) provision, packaging and delivery of the Goods at the Delivery Site and/or (ii) the provision of any Service at the Execution Site duly provided by the Vendor in accordance with the Purchase Documentation and shall be payable by the Company to the Vendor in accordance with the payment terms set out herein below.
- (ii) The Vendor shall issue one Invoice for each instalment of the Price to be made by the Company in accordance with the payment terms of the PO, provided that if no payment terms are stipulated in the PO, the Invoice shall be paid by the Company within 45 (forty-five) days from the date upon which the statement of account was received by the Company from the Vendor.
- (iii) Any Invoice which is disputed by the Company shall only be settled by the Company upon the final resolution of such dispute.

## PART III – DELIVERY AND EXECUTION

### Clause 3.1 - Delivery Site and Execution Site

- (i) The Vendor shall deliver the Goods at the Delivery Site and/or provide the Services at the Execution Site, failing which, the expenses generated by the redirection of the Good(s) and/or relocation of the performance of the Service(s) shall be invoiced by the Company and be due and payable by the Vendor on demand.
- (ii) If the PO provides for the collection of Goods by the Company directly from the Vendor, the Vendor undertakes to package such Goods under the same condition as if the Goods were to be delivered to the Company at the Delivery Site. In the event the Goods are damaged during their transportation to the Delivery Site, the Vendor shall, at the discretion of the Company, either (i) replace immediately the damaged Goods at its own cost and expense, or (ii) refund immediately the Company the Price of the Goods if already paid by the Company.

### Clause 3.2 - Delivery Period and Execution Period

- (i) The Goods shall be delivered by the Vendor to the Company at the Delivery Site and/or the Services shall be provided by the Vendor to the Company at the Execution Site within the Delivery Period and/or the Execution Period (as the case may be).
- (ii) Should the Vendor fail to deliver the Goods and/or provide the Services within such Delivery Period and/or Execution Period, the Company shall be entitled, at its own discretion, to:
- (a) immediately cancel the PO in accordance with clause 1.2(ii); or
- (b) maintain the PO and send a written notice informing the Vendor that liquidated damages have become due and payable in accordance with the following formula (the "Liquidated Damages"):

$$LD = \frac{P \times R}{200}$$

Where:

LD= Liquidated Damages

P= Price

R= number of Business Days of delay

- (iii) The Liquidated Damages shall be automatically applicable as from the date of notification of the delay by the Company to the Vendor.
- (iv) The Company shall be entitled to deduct the Liquidated Damages from the amount set forth in the Invoice issued by the Vendor.

### Clause 3.3 - JCDecaux Code of Conduct of Suppliers

The Vendor undertakes to always comply with all the provisions contained in the JCDecaux Code of Conduct of Suppliers (which the Vendor warrants it is fully acquainted with) while performing under the Purchase Documentation. The Vendor acknowledges that any breach of the JCDecaux Code of Conduct of Suppliers by the Vendor or any of its employees or subcontractors, shall be considered a material breach of the Purchase Documentation by the Vendor, entitling the Company, notwithstanding anything to the contrary herein contained, to terminate the Purchase Documentation with immediate effect, without prejudice to any of the Company's other rights or remedies against the Vendor.

### Clause 3.4 - Health and Safety Requirements

- (i) The Vendor shall perform the Services and deliver the Goods as per the highest standards of health and safety applicable to and in compliance with the applicable laws of the Territory within which the Delivery Site and/or Execution Site is/are located, and in a manner to preserve and maintain the high reputation of the Company.
- (ii) The Vendor represents and warrants to the Company:
- (a) that all the personnel and subcontractors are physically fit and able to perform the works required for the performance of the Services and/or delivery of the Goods and do not suffer from any injury or medical condition which may, in the reasonable opinion of the Company, impair the safety of said individuals, the performance of the Services and/or the delivery of the Goods;
- (b) it has not been prosecuted or investigated by health and safety and/or environmental authorities for any incident during the five year period which precedes the signature of the PO. If the Vendor has been so prosecuted or investigated, it shall immediately notify the Company and provide it with full written particulars relating thereto. For the avoidance of doubt, the Company reserves the right to terminate or suspend any of the POs in the event the Vendor has been prosecuted or investigated; and
- (c) all vehicles used by the Vendor for Company-related activities have one or more roof beacon(s) and a "keep right/left sign" displayed for drivers approaching on the same side of the carriageway showing which side to pass. Signs must be covered or stored when travelling to and from the Delivery Site and/or the Execution Site.
- (iii) The Vendor represents and warrants to the Company that:
- (a) it will only engage personnel and sub-contractors to perform the Services and/or deliver the Goods who are suitably qualified and adequately trained for the required purpose;
- (b) its personnel, its subcontractors and their personnel comply and will, at all times, comply with all applicable legislation, railway or airport standards and requirements if the Vendor is performing any work on railway or airport property/infrastructure;

- (c) it will, at all times, fully (i) comply with the applicable health and safety legislation and environmental legislation (as may be amended from time to time); and (ii) co-operate with the Company on any health, safety and environmental initiatives the Company may introduce from time to time;
- (d) specially trained personnel will only be used on the premises of third parties if required by the Company (for example rail and airport premises) and, accordingly, the Vendor shall ensure that such personnel and/or subcontractors are adequately trained to perform the relevant work and shall provide the Company with written documentation evidencing the same;
- (e) it will notify the Company in writing of any Accident or Incident on the day the Accident or Incident occurs and shall within 48 hours following the Accident or Incident provide the Company with full written particulars of such Accident or Incident; and
- (f) it will maintain systems in place to ensure that each year at least 10% of its personnel (including sub-contracted staff) are subject, during the course of their normal duties, to unannounced alcohol and drug testing. The Vendor shall make available the results (including the identity of those tested) to the Company immediately upon request.

### Clause 3.5 - Public Interest Disclosure

If the Vendor reasonably believes, in good faith, that in the framework of the performance of the Services and/or the delivery of the Goods, there is:

- (i) a criminal offence or a breach of a legal obligation; or
- (ii) a danger to the health and safety of any individual; or
- (iii) damage to a property and/or the environment; or
- (iv) a deliberate covering up of information relating to the aforesaid,
- then the Vendor may, without prejudice to its legal rights, report the matter to the Company's regional operations director and regional purchase manager who shall promptly investigate the matter and, to the extent possible under applicable laws, notify the Vendor in writing of the steps taken or to be taken in this respect.

### Clause 3.6 - Maintenance

The Vendor shall be responsible for the performance of the maintenance obligations set forth in the PO or as requested by the Company until the expiry of the Warranty Period.

### Clause 3.7 - Warranty

- (i) The Vendor warrants and guarantees that the Goods and/or the Services shall be free from defects in workmanship and materials for the Warranty Period.
- (ii) The Vendor represents and warrants that the delivered Goods or the provided Services are compliant with all applicable laws and regulations and requirements set out in the PO and/or Technical Specifications and that the Goods or the provided Services are fit for the Company's purpose.
- (iii) If the Vendor integrates components designed and provided by the Company into the Goods, the Vendor (a) warrants that the integration of such components shall be made pursuant to the requirements provided by the Company and any other particular condition agreed with the Vendor, and (b) shall be responsible for any defect in the material, aspect, design and manufacture of any of such components.
- (iv) For the purpose of clause 3.7(iii)(b), the Vendor shall replace, without any costs for the Company, any components which would appear to be directly and/or indirectly affected by any kind of defects.
- (v) The Vendor shall provide the Company with a written procedure manual relating to the conditions of manufacture, storage, conservation and use of the Goods allowing the Company to use the Goods for the purpose for which they are intended.
- (vi) Notwithstanding anything to the contrary contained in the Purchase Documentation, if the Vendor fails to supply Goods and/or the Services that are free from defects in workmanship and materials as determined by the Company ("Defective Goods/ Services"), then the Vendor shall at its own cost and expense, but at the election of the Company, replace, modify, rectify or repair any Defective Goods/ Services to the complete satisfaction of the Company within 5 (five) business days from the date of the Company's election or within such other period as may be notified by the Company to the Vendor in writing ("Remedy Period").
- (vii) Notwithstanding anything to the contrary contained in the Purchase Documentation, should the Vendor fail to replace, modify, rectify or repair any Defective Goods/ Services within the Remedy Period or if the replacement, modification, rectification or repair of any Defective Goods/ Services is not done to the complete satisfaction of the Company and/or are in themselves not free from defects in workmanship and materials, the Vendor shall be liable to make good and pay the Company, any and all direct or indirect loss and/or damages occasioned by such failure, including but not limited to, any price (whether greater than the Price or not) paid by the Company in purchasing the Goods and/or Services on which default has been made, from a source other than the Vendor.
- (viii) Without derogating from the foregoing, the Vendor indemnifies the Company from and defends and holds the Company harmless against all claims, expenses, damages or any losses suffered (including consequential losses), incurred or sustained by the Company relating to or arising from, either directly or indirectly, the supply of any Defective Goods/ Services, including, but not limited to, standing time, transportation, cost of carriage, materials, labour, storage and handling costs, consultant or contractors fees, loss of business and goodwill, replacements costs of any additional parts or materials required to repair or modify any Defective Goods/ Services and any injuries or damages caused to any third parties or property by the Defective Goods/ Services. Nothing contained herein shall prevent the Company (should it elect to do so in its sole discretion) from remedying any Defective Goods/ Services itself and recovering from the Vendor any and all costs and expenses incurred in so doing.

### Clause 3.8 - Intellectual Property Rights

- (i) The Vendor represents and warrants that it owns or is licensed to use all intellectual property rights in and relating to the Goods and/or Services (i.e. all such rights conferred in any territory and attached to the Goods/Services such as patents, rights in inventions, copyright and related rights, moral rights, database rights, rights in designs, trademarks, business and domain names and other similar or equivalent rights or forms of protection (whether or not registered or capable of registration)).
- (ii) The Vendor represents and warrants that the Goods/Services are free from any claim of patent infringement and that any labels or trademarks affixed thereto are free from any copyright or trademark infringement.
- (iii) For the purpose of clauses 3.8(i) and (ii), the Vendor agrees to protect, defend, indemnify and hold harmless the Company and/or the Company Indemnitees from and against any loss (whether direct, indirect or consequential) suffered by the Company and/or the Company Indemnitees arising from any and all claims, actions, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established from time to time against or otherwise involving the Company and/or the Company Indemnitees and from all damages, penalties, fines, liabilities, obligations, losses and reasonable costs and expenses, including legal and other professional fees and costs which the Company and/or the Company Indemnitees may suffer or incur from time to time arising out of or in connection with the use by the Company of the Goods and/or the Services (when applicable) in accordance with the terms of the PO and the Terms and Conditions.

### Clause 3.9 - Visits and Audits

- (i) Prior to the delivery of the Goods and/or the execution of the Services and subject to a prior twenty four (24) hour notice, the Company shall

be entitled, at any time, to visit and inspect the Goods and/or the Services manufactured or performed by the Vendor or its sub-contractors at the Vendor's premises, the Execution Site and/or the Delivery Site to ascertain that the manufacture of the Goods and/or the performance of the Services is compliant with the terms of the PO, the Terms and Conditions, the Technical Specifications and the JCDecaux Code of Conduct of Suppliers.

- (ii) The Vendor and the Company shall meet on a quarterly basis in order for the Vendor to provide written evidence to the Company demonstrating that the Vendor is complying with the Health and Safety Requirements.
- (iii) Any infringement to the Company's requirement set forth above shall be notified to the Vendor in order that the Vendor remedies the aforesaid infringement as soon as possible. If such infringement is not remedied then the Company shall be entitled to terminate the relevant PO in accordance with clause 1.2.

### Clause 3.10 – Non-Applicability of Vendor's Trading Conditions and Other Legal Agreements

- (i) In the event of the Vendor's standard documentation ("Vendor's Trading Conditions") containing conditions which conflict with the conditions set out in the Purchase Documentation, it is recorded that the Company only agrees to conduct business with the Vendor on the basis that the provisions of the Purchase Documentation apply to the exclusion of any conflicting term or condition sought to be imposed by the Vendor. To the extent that the Vendor agrees to enter into this Purchase Documentation with the Company based on the Vendor's Trading Conditions (if any), the Vendor's Trading Conditions shall not be of application to the Purchase Documentation or to the Company.
- (ii) Where the Vendor receives payments from the Company and/or delivers Goods and/or provides Services as intended within the PO, it shall be automatically construed that such Goods and/or Services are provided in accordance with these Terms and Conditions.
- (iii) These Terms and Conditions shall apply to a PO unless and until the Parties expressly sign and conclude another binding written legal agreement (for example, but not being limited to, a service level agreement, supply agreement, consultancy agreement or purchase agreement) specifically governing the provision of the Goods and/or Services under the same PO, in which case, such binding written legal agreement as it relates to the same PO shall supersede these Terms and Conditions in their entirety. Unless expressly agreed otherwise in writing by the Parties, such binding written legal agreement shall not apply retroactively to actions taken under the PO prior to the execution of the binding written legal agreement.