



**GENERAL TERMS AND CONDITIONS APPLICABLE TO
WORKS CONTRACTS**



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CHAPTER 1: OVERVIEW

ARTICLE 1: SCOPE

The provisions of these General Terms and Conditions applicable to the works contracts of Bpifrance (and its subsidiaries), a public limited company with capital of €20,981,406,140, whose registered office is located at 27-31 avenue du Général Leclerc, Maisons Alfort (94710), registered in the Créteil Trade and Companies Register under number 507 523 678, apply to the contracts expressly referred to herein.

These contracts may provide for exemptions from some of these provisions.

ARTICLE 2: DEFINITIONS

For the purposes of this document:

- The “principal” is the Client on whose behalf the work is performed.
- The “Client’s representative” is the representative of the principal, duly authorised by the latter to make commitments on its behalf in the framework of the contract and to represent it in the performance of the contract.
- The “supervisor” is the natural person or legal entity, public or private, who, due to its technical competence, is tasked by the principal or its representative, with ensuring the architectural, technical and economic compliance during execution of the project under the contract, with managing the performance of the works contracts, with proposing to the principal that said work be paid for, and with assisting the principal in the acceptance operations and during the defects liability warranty period. The specific contract documents mention the name and address of the supervisor. If the supervisor is a legal entity, it shall designate the natural person who has the sole capacity to represent it, in particular to sign the service orders.
- The “Contract Holder” is the economic operator who concludes the contract with the Client’s representative. In the case of a consortium of economic operators, the “Contract Holder” shall designate the consortium, represented by its representative.
- “Notification” is the act of bringing information or a decision to the knowledge of the contracting party or parties in any physical or non physical format that allows for the date and time of receipt thereof to be determined with certainty. The date and time of receipt that may be mentioned on a receipt are considered as those of the notification.
- The “service order” is the decision of the supervisor specifying the conditions for performing all or part of the services that are the subject of the contract.
- “Acceptance” is the act by which the Client declares that it accepts the work with or without reservation. This act is the starting point for the warranty periods under the conditions set out in Chapter V of this document.

ARTICLE 3: GENERAL OBLIGATIONS OF THE PARTIES

3.1. Form of notifications and information

Notification of the Contract Holder of the decisions or information of the Client from which a time limit is triggered, is carried out:

- either directly to the Contract Holder, or to its duly qualified representative, against written receipt,



- either by paperless correspondence or on electronic media. The conditions of use of paperless means or electronic media are determined in the specific contract documents,
- or by any other means that allows certification of the date and time of receipt of the decision or information.

This notification may be made at the address of the Contract Holder mentioned in the specific contract documents or, failing that, at its registered office, unless these documents require the Contract Holder to have its place of residence established elsewhere.

In the case of a consortium, the notification shall be made to the representative for the entire consortium.

3.2. Calculation of the deadlines for performance of the services

3.2.1. Any deadline mentioned in the contract starts to run at midnight, the day after the day on which the act which served as the starting point for this deadline occurred.

The applicable dates and times are those used by the specific contract documents for deliveries or performance of the services.

3.2.2. When the deadline is set in days, it is understood in calendar days and it expires at midnight on the last day of the period.

Comments: The time zone used is that of the delivery or the performance of the service. A deadline set in calendar days includes Saturdays, Sundays and public holidays.

3.2.3. When the deadline is set in months, it is counted from calendar day to calendar day. If there is no corresponding calendar day in the month in which the deadline ends, it shall expire on the last day of said month, at midnight.

3.2.4. When the last day of the deadline is a Saturday, Sunday or public holiday, the deadline shall be extended to the end of the next working day at midnight.

3.2.5. When the deadline is set in working days, it is to be understood as excluding Saturdays, Sundays and public holidays.

3.3. Representation of the Client

Upon signature of the contract, the Client shall appoint one or more natural persons, who are authorised to represent it before the Contract Holder, for the purpose of executing the contract. Other natural persons may be authorised by the Client during the performance of the contract.

Such representative(s) shall be deemed to have sufficient powers to make, upon notification of their name to the Contract Holder within the time period required or set by the contract, the necessary decisions binding the Client.

3.4 Representation of the Contract Holder

3.4.1. Upon signature of the contract, the Contract Holder shall designate one or more natural persons, authorised to represent it before the Client, for the purpose of executing the contract.

Other natural persons may be authorised by the Contract Holder during the performance of the contract.



Such representative(s) shall be deemed to have sufficient powers to make, upon notification of their name to the Client within the time required or set by the contract, the necessary decisions binding the Contractor.

3.4.2. The Contract Holder is required to promptly notify the Client of changes occurring during the performance of the contract and which relate to:

- the persons authorised to make commitments on its behalf,
- the legal form under which it conducts its business activity,
- its business name or trade name,
- its address or registered office,
- the information it has provided for the acceptance of a subcontractor and the approval of its terms of payment,
- and, in general, all significant changes in the operation of the business that may affect the performance of the contract.

3.5. Co-contracting

3.5.1. In the case of a joint-liability consortium, the representative is jointly and severally liable, if the specific contract documents so stipulate, for each of the consortium's other operators in the contractual obligations of the consortium with respect to the Client's representative until the date defined in article 44.1, at which time these obligations end.

3.5.2. In the case of a joint-and-several liability consortium, each member of the consortium is financially committed for the entire contract and must make up for any default on the part of its partners; one of them, appointed as representative, represents all the contractors, vis-à-vis the Client's representative and the supervisor, for the performance of the contract.

3.6. Subcontracting

A subcontractor may only commence work on a site subject, on the one hand, to the acceptance of the Client's and the agreement of the latter to its terms of payment and, on the other hand, to the fact that the subcontractor has sent to the occupational safety and health protection coordinator, when required by law, a specific plan for health and safety in accordance with Article L. 4532-9 of the French Labour Code.

3.6.1. Direct subcontracting

3.6.1.1. The "direct subcontractor" is the Contract Holder's subcontractor or, in the case of a group of contractors, the subcontractor of one of the members of the consortium.

3.6.1.2. Upon signature of the special act confirming acceptance of the subcontractor and approval of the terms of payment, the principal shall provide the Contract Holder and each of the subcontractors concerned of the copy of the special document to which they are entitled. Upon receipt of this notification, the Contract Holder shall inform the principal of the name of the natural person authorised to represent the subcontractor.

The notification of acceptance of a subcontractor and agreement of the terms of payment shall state that it must send its payment requests to the Contract Holder and to the principal designated by the contract.



The Client's representative may request that the amount of the subcontractor's services be presented according to a breakdown corresponding to that of the Contract Holder under the contract.

3.6.1.3. Once the acceptance and approval of the payment conditions have been obtained, the Contract Holder shall inform the supervisor of the name of the natural person who shall represent it for the performance of the subcontracted services.

3.6.1.4. The use of subcontracting, without the subcontractor's prior acceptance and without prior approval of the payment terms, makes the Contract Holder liable to application of the measures provided for in Article 46.3. The same is true if the Contract Holder has knowingly provided inaccurate information in support of its request for subcontracting.

3.6.1.5. The Contract Holder is required to communicate the subcontracting agreement and any amendments thereto to the client's representative, whenever requested by the latter. If, without good reason, the Contract Holder has not fulfilled this obligation fifteen days after being required to do so, it shall incur a daily penalty of 1/1000 of the amount, excluding tax, of the contract; in addition, the failure to communicate the subcontracting agreement one month after this formal notice shall make the Contract Holder liable to the application of the measures provided for in Article 46.3.

3.6.2. Indirect subcontracting

3.6.2.1. The "indirect subcontractor" is the subcontractor of a subcontractor, referred to as the "supervisor of the indirect subcontractor".

3.6.2.2. A subcontractor may subcontract the performance of the part of the contract which has been subcontracted to him only if he has obtained from the Client's representative the acceptance of this subcontractor and the approval of its terms of payment.

3.6.2.3. In order to obtain this acceptance and approval, the principal contractor of the indirect subcontractor shall send to the Contract Holder a declaration containing all the information required for the declaration of a direct subcontractor.

3.6.2.4. Execution of the work by the indirect subcontractor cannot take place before the Client's representative has acknowledged receipt to the Contract Holder of a copy of the joint and several guarantee referred to in Article 14-1 of Law No. 75-1334 of 31 December 1975, as amended, relating to subcontracting, or before signature, by the Client's representative of the act by which the principal contractor gives delegation to the Client's representative for payment to its subcontractor up to the amount of the services performed by the latter.

3.6.2.5. If the payment of the indirect subcontractor is guaranteed by a joint and several guarantee, attestation of the Contract Holder, indicating that it has received a copy, shall be attached to the sending of the deposit.

3.6.2.6. In case of payment delegation, the indirect subcontractor's principal contractor shall send to the Contract Holder, for the purpose of submitting to the Client's representative, the act by which the principal contractor gives delegation to the Client's representative for payment to its subcontractor up to the amount of the services performed by the latter.

3.6.2.7. The transmissions referred to in Articles 3.6.2.3 and 3.6.2.6 shall be made through all potential successive principal contractors to the direct subcontractor concerned.



3.7. Purchase Orders

3.7.1. Purchase orders shall be sent by the Client to the Contract Holder.

3.7.2. When the Contract Holder considers it necessary to make observations in relation to a purchase order it has received on the basis of the requirements contained therein, it must notify the signatory of the purchase order concerned within fifteen days from the date of receipt thereof, failing which the observations will be barred.

3.7.3. The Contract Holder shall comply with the purchase orders that are sent to it, whether or not they have been subject to any observations on its part.

3.7.4. In the case of co-contracting, the purchase orders shall be sent to the representative of the consortium, who has sole competence to submit any observations to the Client.

3.8. Service orders

3.8.1. Service orders shall be written and they shall be signed by the supervisor, dated and numbered. The Contract Holder shall acknowledge dated receipt thereof.

3.8.2. When the Contract Holder considers that the specifications of a service order call for reservations on its part, it must communicate these reservations to the supervisor within a period of fifteen days, counted as specified in Article 3.2., failing which the reservations will be barred.

3.8.3. The Contract Holder shall strictly comply with the service orders sent to it, whether or not they have been subject to reservations, with the sole exception of the cases provided for in Articles 15.2.2 and 46.2.1.

3.8.4. Service orders relating to outsourced services shall be sent to the Contract Holder, who has sole authority to submit reservations.

3.8.5. In the case of a consortium, service orders shall be sent to the representative, who has the sole capacity to submit reservations.

3.9. Convocation of the Contract Holder - Meetings at the Construction Site

The Contract Holder or its representative shall visit the offices of the supervisor or the building sites whenever required. The Contract Holder shall be accompanied, if necessary, by its subcontractors. In the case of a consortium, the obligation defined in the preceding paragraph applies to all its members.

ARTICLE 4: CONTRACTUAL DOCUMENTS

4.1. Order of priority

In the event of contradiction between the provisions of the contractual documents, these shall take priority in the following order:



- the Contract and any amendments thereto, signed by the Contract Holder(s), on the one hand, and Bpifrance, on the other,
- the contract specifications containing the specific administrative and technical specifications of the contract or
 - the special administrative terms and conditions and any appendices thereto,
 - the special technical terms and conditions and any appendices thereto,
- the General Terms and Conditions applicable to Bpifrance works contracts, subject of the contract, if it concerns this present document,
- the special subcontracting documents and their amendments, subsequent to the signature of the contract,
- the Contract Holder's technical and financial bid.

4.2. Validity date of the contractual documents

Unless otherwise stipulated in the document (or documents), the contractual documents signed by the contracting party (or parties), on the one hand, and Bpifrance, on the other hand, shall take effect on the date of signature by all parties, without any need to provide notification of said signature.

ARTICLE 5: CONFIDENTIALITY - SECURITY MEASURES

5.1. Obligation of confidentiality

5.1.1. The Contract Holder and the Client who, during the execution of the contract, have knowledge of information or receive communication of documents or elements of any kind, reported as being of a confidential nature and relating, in particular, to the means to be implemented for performance of the contract, the operation of the services of the Contract Holder or the Client, are required to take all necessary measures to prevent this information or these documents or elements from being disclosed to a third party that is not required to have knowledge of them. A party may not request that any information, documents or elements that said party itself has made public be kept confidential.

5.1.2. The Contract Holder must inform its subcontractors of the confidentiality obligations and the security measures incumbent upon it for the performance of the contract. It must ensure compliance with these obligations by its subcontractors.

5.1.3. This obligation of confidentiality does not cover information, documents or elements that are already within the public domain at the time at which the parties to the contract are made aware thereof.

5.2. Protection of personal data

5.2.1. Each party to the contract is bound to comply with the rules on the protection of personal data, to which it has access for the purposes of the performance of the contract.

5.2.2. In the event of changes to the legislation on the protection of personal data during the performance of the contract, any modifications requested by the Client in order to comply with the new rules shall lead to the signing of an addendum by the parties to the contract.



5.2.3. To ensure this protection, it is the Client's responsibility to make the declarations and to obtain the necessary administrative authorisations to perform the services provided for in the specific contract documents.

5.3. Security measures

Where the services are to be performed in a place where security measures apply, particularly in areas protected under the legislative or regulatory provisions for the protection of national defence secrecy, these specific provisions must be indicated by the Client in the consultation documents. The Contract Holder is required to respect these measures.

The Contract Holder may not claim, on this basis, any extension of the period of performance, nor any indemnity, or price supplement, unless the information was communicated to it only after the presentation of its bid and if it is able to establish that the obligations thus imposed on it necessitate additional time for performance of the services provided for in the contract or make performance of the contract more difficult or more expensive.

5.4. The Contract Holder shall notify its subcontractors that the obligations set out in this article are applicable to them and remains responsible for ensuring their compliance with said obligations.

ARTICLE 6: LABOUR PROTECTION AND WORKING CONDITIONS

6.1. The obligations incumbent on the Contract Holder are those provided for by the laws and regulations relating to the protection of the labour force and the working conditions of the country in which such labour force is employed. The Contract Holder is also bound by the provisions of the eight fundamental conventions of the International Labour Organization, when these are not incorporated into the laws and regulations of the country in which said labour force is employed.

The Contract Holder must be able to justify compliance with said provisions, during the performance of the contract and during the warranty period, upon request of the Client.

Comments: The eight fundamental Conventions of the ILO, ratified by France, are:

- the Convention on Freedom of Association and Protection of the Right to Organise (C 87, 1948);
- the Right to Organise and Collective Bargaining Convention (C 98, 1949);
- the Forced Labour Convention (C 29, 1930);
- the Convention on the Abolition of Forced Labour (C 105, 1957);
- the Equal Remuneration Convention (C 100, 1951);
- the Discrimination Convention (Employment and Occupation, C 111, 1958);
- the Minimum Age Convention (C 138, 1973);
- the Worst Forms of Child Labour Convention (C 182, 1999).

6.2. In the event of any change in the legislation on the protection of labour and working conditions during the performance of the contract, any changes requested by the Client's representative, in order to comply with the new rules, shall give rise to the signing of an addendum by the parties to the contract.



6.3. The Contract Holder may ask the Client, due to the specific conditions for performance of the contract, to send, along with its opinion, the requests for exemptions provided for in the laws and regulations mentioned above.

6.4. The Contract Holder shall notify its subcontractors that the obligations set out in this article are applicable to them and shall remain responsible for their compliance with these obligations throughout the duration of the contract.

6.5. Rules of procedure

The Contract Holder must take the necessary steps to ensure that, whenever its staff are at the premises of the Client, they comply with the Client's rules and with the provisions applicable to external companies present at the said premises and especially those relating to health and safety. For this purpose, the Client undertakes to inform the Contract Holder of these provisions prior to performance of any service.

ARTICLE 7: ENVIRONMENTAL PROTECTION

7.1. The Contract Holder shall ensure that the services it performs comply with the legislative and regulatory requirements in force in terms of environment, personal health and safety, and preservation of the neighbourhood. It must be able to justify compliance with said provisions, during the performance of the contract and during the warranty period, upon request of the Client.

To this end, the Contract Holder shall take measures to control the elements likely to harm the environment, including the waste generated during the performance of the contract, dust emissions, fumes, emissions of pollutants, noise, impacts on fauna and flora, pollution of surface water and groundwater.

7.2. In the event of any change in the environmental protection legislation during the performance of the contract, any modifications requested by the Client to comply with the new rules shall give rise to the signing of an addendum by the parties to the contract.

ARTICLE 8: WARRANTY ON INDUSTRIAL OR COMMERCIAL PROPERTY

8.1. The Client's representative indemnifies the Contract Holder against claims by third parties in respect of patents, licences, designs and models, trademarks or brand names, the use of which is imposed upon it under the contract. It is the responsibility of the Client's representative to obtain in this case, at its own expense, the necessary assignments, licences or authorisations.

The provisions in the preceding paragraph are not applicable if the contract specifies that the patents, licences, designs and models, trademarks or brand names have been proposed by the Contract Holder.



8.2. Except in the case provided for in the first paragraph of Article 8.1, the Contract Holder indemnifies the Client's representative and the supervisor against third-party claims concerning the patents, licences, designs and models, trademarks or brand names used for the performance of the contract. It is the responsibility of the Contract Holder to obtain in this case, at its own expense, the necessary assignments, licences or authorisations. The Client's representative has the right, at a later date, to make any necessary repairs or have such repairs made by whatever means it deems necessary.

ARTICLE 9: INSURANCE

9.1. The Contract Holder must take out insurance to cover its liability towards the principal, the Client and third parties that are victims of accidents or damage caused by performance of the services.

9.2. The Contract Holder must justify, within fifteen days of signing the contract and before commencing any performance thereof, that it is the policy holder of these insurance contracts, by means of a certificate establishing the extent of the liability insured. At any time during the performance of the contract, the Contract Holder must be able to produce this certificate, upon the request of the Client and within a period of fifteen days from receipt of the request.

CHAPTER 2: PRICES AND SETTLEMENT OF ACCOUNTS

ARTICLE 10: CONTENT AND NATURE OF THE PRICES Content of the prices

10.1.1. The prices are deemed to include all expenses resulting from the performance of the work, including overheads and taxes, and provide the Contract Holder with a margin for risks and profit. However, the prices quoted in the contract do not include value-added tax (VAT).

With the sole exception of the ancillary work specifically indicated in the contract as not being covered by the prices, the prices are considered to take into account all the ancillary work involved in executing the works which are normally foreseeable under the conditions of time and place where these works are carried out. Said ancillary work results from, in particular:

- the use of the public domain and the operation of public services;
- natural phenomena;
- the presence of pipelines, pipes and cables of any kind, as well as the sites necessary for the removal or the transformation of these installations;
- the costs resulting from the disposal of construction waste;
- the simultaneous realization of other works.

The prices are deemed to have been established considering that no service is to be provided by the principal.

10.1.2. In the case of a contract concluded with a group of contractors acting jointly, the prices of the services allocated to each contractor shall be deemed to include the corresponding expenses and margin, including the charges that each contractor may be required to reimburse to the representative.



In this case, the price of the work allocated to the representative shall be deemed to include, in addition, the expenses and margin for the following additional services:

- the construction and maintenance of the means of access and service roads necessary for the communal parts of the site;
- the establishment, operation and maintenance of fences, safety devices and sanitation facilities relevant to the communal parts of the site;
- the guarding, lighting and cleaning of the communal parts of the site, as well as their external signage;
- the installation and maintenance of the office provided for the supervisor, if the specific contract documents so provide;
- specific measures to overcome any default on the part of the other members of the consortium and the consequences of said default.

If the contract does not provide for any specific provision to remunerate the representative for the expenses resulting from its coordination of the contractors working jointly, these expenses shall be deemed to be covered by the price of the work allocated to it. If the contract provides for such a specific provision and if it consists in the payment to the representative of a given percentage of the amount of the work allocated to the other members of the consortium, this amount is understood as the sums actually paid to the said members.

10.1.3. In the case of subcontracting, the contract prices are deemed to cover the costs of coordination and control, by the Contract Holder, of its subcontractors as well as the consequences of any default on their part.

10.2. Distinction between lump sum prices and unit prices

The prices are either lump sum prices or unit prices.

A lump sum price is any price which remunerates the Contract Holder for a job, for part of a job or a specific set of services defined by the contract and which is either explicitly mentioned in the contract as being a lump sum amount, or only applies in the contract to a set of services which is not likely to be repeated.

A unit price is any price which is not lump sum in the sense defined above, in particular any price which applies to a type of work or a work item whose quantities are indicated in the contract on an evaluative basis only.

10.3. Breakdown and details of prices

10.3.1. Prices are detailed through the breakdown of lump sum prices and details of unit prices.

10.3.2. The breakdown of a lump sum price is presented in the form of an evaluative breakdown including, for each type of work or each item of work, the quantity to be performed and the price of the corresponding unit and indicating, for the unit prices in question, the percentages of these prices that correspond to overhead expenses, taxes and margin for risks and profit, the latter percentage applying to the total direct costs, overheads and taxes.

10.3.3. The details of a unit price gives the content of the price, indicating:

1. The direct fees and expenses, broken down into salary and staff expenses, salary costs, material and consumables expenditure, equipment expenses;



2. The general costs, on the one hand, the taxes, on the other hand, expressed as percentages of the expenditure in point 1. above;
3. The margin for risks and profit, expressed as a percentage of both of the two previous items.

10.3.4. If the breakdown of a lump sum price or the details of a unit price is not included in the contract documents and if indication thereof is not provided for by the specific contract documents within a certain time, a service order may require said breakdown or details to be provided and, in this case, the time granted to the Contract Holder shall not be less than twenty days.

Failure to provide the breakdown of a lump sum price or the details of a unit price, when this document is to be provided within a specified deadline, hinders the implementation of the procedure for payment of the first instalment following the due date for providing the said document.

10.4. Variation in prices

10.4.1. The prices are deemed to be fixed, except where the regulations provide for revisable prices or if the specific contract documents provide for such prices and include a price revision formula.

10.4.2. Fixed prices are updated under the conditions provided for by the regulations in force on the date on which the candidate has fixed its price in the bid. The prices of each conditional stage are updated under the same conditions.

10.4.3. Prices are updated by applying coefficients based on benchmarks set by the specific contract documents. Failing this, prices are updated on the basis of the BT 01 index for works primarily concerning the building and on the basis of the TP 01 index for works primarily concerning public works. The following formula is applied:

New price = initial price x (indexes at the start date of performance of the services - 3 months) / indexes at the date on which the price was set in the bid.)

Comments: The default benchmark index can be replaced, by amendment, by the index corresponding to the purpose of the contract.

10.4.4. The revision is done by applying the formula and the coefficients established by the specific contract documents.

The initial value of the index (or indexes) to be taken into account is that of the date of establishment of the initial prices.

The final value of the benchmarks used for the application of this clause must be assessed at the latest on the date of completion of the services concerned, as provided for in the specific contract documents, or on the date of their actual performance if it is earlier.

The date of completion of the services provided for in the contract shall be as originally planned, which may be modified under the conditions provided for in Articles 19.2.1 and 19.2.2.

If the work is not completed at the end of the period of performance of the services, and if this period has not been extended under the conditions provided for in Article 19.2, the revision of the payments subsequent to the contractual end date shall be based on the value of the benchmark indices at the contractual completion date.

10.4.5. In case of revision, the date of establishment of the initial price is specified in the contract. In the absence of such specification it shall be as follows:

- the first day of the month preceding the month in which the bid was signed, in the case of non-negotiated procedures;



- the first day of the month preceding the month in which the final bid was signed, in the case of negotiated procedures;
- the first day of the month preceding the submission of the final bid, in the case of a competitive dialogue procedure.

ARTICLE 11: REMUNERATION OF THE CONTRACT HOLDER AND

SUBCONTRACTORS 11.1. Settlement of accounts

Settlement of the contract accounts shall be done through monthly instalments and a balance established and settled as indicated in Article 13.

11.2. Price of work

11.2.1. If a lump sum price is applied, the price is due when the work, the part of the work or the set of services to which it relates has been performed. The differences, if any, noted for each type of work or work item between the quantities actually performed and the quantities indicated in the breakdown of that price, established in accordance with Article 10.3.2, even if the latter has contractual value, shall not result in a change in this price. The same applies for any errors that might be contained in this breakdown.

11.2.2. If a unit price is applied, determination of the amount due is obtained by multiplying this price by the quantity of different types of work performed or by the number of items of work implemented.

11.3. Supplies

Each instalment received under the conditions of Article 11.1 includes, where applicable, a portion corresponding to the supplies provided for works, on the condition that the specific contract documents stipulate the terms of their payment.

The corresponding amount is obtained by applying to the quantities to be taken into account the prices indicated in the price schedule included in the contract and the details of these prices, relating to the materials, products or building components to be implemented.

The materials, products or building components that have been subject to an instalment for supply remain the property of the Contract Holder. However, they cannot be removed from the building site without written authorisation from the supervisor.

11.4. Update or revision of prices

Where, under the conditions specified in Article 10.4, there is a need to update or revise the prices, the update coefficient applies to all contract prices and the price revision coefficient applies to:

- work done during the month;
- the variation, as an increase or decrease, at the end of the month in comparison to the previous month, of the amounts deducted for supply at the end of this month. This coefficient is rounded to the nearest thousandth.

11.5. Compensation in the event of conditional stages



If the contract establishes a discount for a conditional stage, the amount of the sums due to the Contract Holder for the work in this stage is calculated by applying this discount to all the prices applicable to the work in this conditional stage.

If the contract establishes an allowance in the event of non-execution of a conditional stage, this allowance is payable to the Contract Holder, taking into account the provisions provided for in Article 19 in the event of extension or postponement of the deadlines for performing the work, as soon as it is notified of the decision to waive performance of this stage. If the time allowed by the specific contract documents for notification of the service order requiring this performance has expired, payment of the non-execution allowance is due fifteen days after the Contract Holder has issued formal notice to the Client's representative to take a decision.

If the specific contract documents provide that, for a conditional period, the Contract Holder is entitled, upon expiry of a certain period, to a tideover allowance, this compensation is owed to the Contract Holder, taking into account the provisions laid down in Article 19 in the event of extension or postponement of the deadlines for completion, from the expiry of this period to the date set for starting work in the service order requiring performance of the conditional stage or the date of notification of the service order announcing the decision to waive such performance, or, in the absence of such notification, within the time allowed by the specific contract documents until the expiry of that period.

If the tideover allowance provided for by the specific contract documents is monthly, fractions of months are nevertheless taken into account, where each day shall be counted as one-thirtieth. The non-execution allowance and tideover allowance provided for in the specific contract documents are cumulative. They may be both revised or updated, under the same conditions as for the contract prices.

11.6. Remuneration in the case of a group of contractors

11.6.1. In the case of a contract concluded with a group of contractors acting jointly and severally, the work performed shall be paid into a single account opened in the name of the group of contractors or the representative, unless the contract provides for a distribution of payments between those contractors and indicates how this distribution is to be made.

11.6.2. In the case of a contract concluded with a group of contractors acting jointly, the work carried out by each of them is subject to an individual payment.

11.6.3. In all cases where the work performed is not subject to payment to a single account, the calculation of the amount of the advances provided for in the regulations shall be made for each part of the contract subject to an individual payment.

11.7. Remuneration of subcontractors paid directly

The work performed by subcontractors entitled to direct payment shall be paid according to the conditions stipulated in the special document.

ARTICLE 12: JOINT INSPECTIONS AND REPORT

12.1. For the purposes of this article, the inspection is a physical operation, the report is the resulting document.



12.2. Joint inspections concerning the services performed or the circumstances of their performance shall be made at the request, either of the Contract Holder or the supervisor.

Inspections concerning the services performed, in the case of work paid for at a unit price, relate to the elements necessary for the calculation of the quantities to be taken into account, such as results of measurements, gauging, weighing, counting, and on the characteristic elements necessary to determine the unit price to be applied.

12.3. Joint inspections made for the safeguarding of any rights of either party shall not prejudice the existence of such rights; they cannot relate to the assessment of responsibilities.

12.4. The supervisor sets the date of the inspections when the request is submitted by the Contract Holder. This date cannot be more than eight days after the date of the request. The inspections shall result in the drafting of a report drawn up on the spot by the supervisor jointly with the Contract Holder. If the Contract Holder refuses to sign this report or signs it with reservations, he must, within fifteen days, specify in writing his observations or reservations to the supervisor.

If the Contract Holder, summoned to be present in due time, is not present or represented in the inspections, he shall be deemed to have accepted, without reservation, the resulting report.

12.5. The Contract Holder is required to request, in due time, that joint inspections be made for any services that cannot be subject to later inspections, particularly when the works must subsequently be hidden or made inaccessible. Failing that, and unless evidence to the contrary is provided by the Contract Holder and at his expense, he is not entitled to contest the decision of the supervisor relating to these services.

12.6. In the event that the supervisor has not performed the joint inspections provided for in Articles 12.4 and 12.5 within eight days of the request submitted to it, the Contract Holder shall inform the Client's representative. The latter shall, in accordance with Article 3.1, set the date for the inspections. The Client's representative shall inform the Contract Holder and the supervisor; he/she shall also inform them that he/she will be present or represented at the date of the inspections, and assisted, if he/she deems it necessary, by an expert, so that the following specific provisions can be implemented:

- if the supervisor duly summoned is not present or represented at the date set, this absence shall be noted and the inspections shall be carried out by the Client's representative and his/her assistant; the report is then deemed to be made jointly and the provisions of Article 12.4 are applied;
- the same applies if the supervisor present or represented refuses to perform the inspection.



ARTICLE 13: TERMS OF SETTLEMENT OF ACCOUNTS

13.1. Monthly payment requests

13.1.1. Before the end of each month, the Contract Holder shall submit its monthly payment request to the supervisor, in the form of draft statement of account.

This draft statement of account shall establish the total amount of sums that the Contract Holder may claim as a result of performance of the contract since its start date.

This amount is established on the basis of the initial contract prices, but without update or revision of prices and excluding VAT.

If additional services have been performed, the prices mentioned in the service order provided for in Article 14.1 shall apply until the final prices are set.

Where reductions have been established by application of this document, they apply to each draft monthly statement of account.

13.1.2. The draft monthly statement of account includes, as necessary, the following parts:

1. Works and other services under the contract;
2. Supplies;
3. Premiums;
4. Reimbursement of charges pertaining to the supervisor which the contractor has paid in advance, if any, under Article 26.4.

13.1.3. The amount of the work is established as follows:

If the contract defines the phases of performance of the work and if it indicates the amount of the price to be paid upon completion of each phase, the draft statement of account shall include:

- for each phase executed, the corresponding amount;
- for each phase undertaken, a fraction of the amount corresponding to the percentage of performance of the work of the phase, determined by means of a simple assessment.

Apart from this case, the draft monthly statement of account shall include a statement of the work performed, as resulting from the joint inspections or, failing that, simple assessments. Unit prices are never divided, in order to reflect work in progress. Lump sum prices may be divided if the work or part of the work to which the price relates is not completed: a fraction of the price equal to the percentage of execution of the work or part of the work is then counted; to determine this percentage, the breakdown of the price as defined in Article 10.3 shall be used if the supervisor so requires.

13.1.4. The amount of the supplies is established by taking into account those which are provided and not yet used.

13.1.5. The draft monthly statement of account specifies the items subject to VAT, and may differentiate them according to the applicable VAT rates.

13.1.6. The Client's representative may ask the Contract Holder to prepare the draft monthly statement of account in a form that he/she communicates to it.

13.1.7. The Contract Holder shall attach to the draft monthly statement of account the following documents, if it has not already provided them:



- the calculations of the quantities taken into account, carried out on the basis of the information contained in the joint reports;
- the calculation, with supporting documentation, of the price update or revision coefficients;
- where applicable, the documents justifying the expenditure, made under Article 26.4, for which the Contract Holder requests reimbursement;
- copies of the subcontractors' payment requests accepted by the Contract Holder.

13.1.8. The draft monthly statement of account prepared by the Contract Holder shall constitute the request for payment; this request shall be dated and mention the contract references.

The Contract Holder shall send this monthly payment request to the supervisor by any means through which a specific date may be provided.

13.1.9. The supervisor shall accept or correct the draft monthly statement of account prepared by the Contract Holder. The accepted or amended draft bill shall then become the monthly statement of account.

13.1.10. The information appearing in the monthly statements of account is not definitive and does not bind the contracting parties.

13.2. Monthly instalments

13.2.1. From the monthly statement of account, the supervisor shall determine the amount of the monthly instalment to be paid to the Contract Holder. The supervisor shall draw up a monthly instalment statement for this purpose, showing:

- a) The amount of the monthly instalment established on the basis of the initial contract prices: this amount is the difference between the amount of the monthly statement of account in question and that of the previous monthly statement of account;
- b) The amount of VAT;
- c) The amount of penalties, if any;
- d) The effect of updating or revising the prices; the parts of the instalment subject to update or revision are increased or reduced by applying the coefficients provided. If, when preparing the instalment statement, the benchmark indices are not all known, this is determined provisionally using the last calculated coefficients and this circumstance is mentioned in the instalment statement;
- e) Where applicable, the amount of the advance to be allocated to the Contract Holder;
- f) Where applicable, the amount of the advance to be reimbursed by the Contract Holder;
- g) The amount of the guarantee deposit, if provided for by the specific contract documents and not replaced by any other guarantee.

The amount of the total monthly instalment to be paid to the Contract Holder is the sum of items a and b above, plus, where applicable, the amount of items d and e and less, if applicable, the sum of the amounts of items c, f and g.

13.2.2. The supervisor shall notify the Contract Holder of the monthly instalment statement by means of service order and shall propose to the Client's representative to pay the sums that he/she acknowledges. This notification shall take place within seven days from the date of receipt of the Contract Holder's monthly payment request.



If this notification does not occur within seven days of receipt of the Contract Holder's request, the latter shall inform the Client's representative who shall proceed to make payment on the basis of the sums he/she acknowledges.

In case of dispute over the amount of the instalment, the Client's representative shall pay the sums accepted by the supervisor. After resolution of the disagreement, he/she shall, if necessary, pay a supplement, plus, if applicable, default interest, running from the date of the request submitted by the Contract Holder.

13.2.3. The amounts appearing in the monthly instalment statements are not definitive and do not bind the contracting parties.

13.3. Final payment request

13.3.1. After completion of the works, a draft final statement of account is drawn up concurrently with the draft monthly statement of account corresponding to the last month of performance of the services or in place of the latter.

This draft final statement of account is the Contract Holder's request for final payment, establishing the total amount of sums which the Contract Holder is claiming as a result of performance of the contract as a whole, with its evaluation being made taking into account the services actually performed.

The draft final statement of account is based on the initial contract prices, such as the draft monthly statements of account, and includes the same parts as these, with the exception of supplies and advances. This draft shall be accompanied by the items and documents mentioned in Article 13.1.7 if they were not previously provided.

13.3.2. The Contract Holder shall send its draft final statement of account to the supervisor, by any means through which a specific date can be provided, within forty-five days from the date of notification of the decision of acceptance of the work as provided for in Article 41.3 or, in the absence of such notification, at the end of one of the thirty-day periods set out in Articles 41.1.3 and 41.3.

However, if the provisions of Article 41.5 are applied, the date of the minutes recording the execution of the works referred to in this Article shall be substituted for the date of notification of the decision to accept the works as a starting point for the above periods.

If the provisions of Article 41.6 are applied, the date of notification of the decision to accept the works is the date used as the starting point for the above periods.

In the event of delay in sending the draft final statement of account by the Contract Holder, and after formal notice has been issued without effect, the supervisor shall automatically establish the final statement of account at the expense of the Contract Holder. This final statement of account shall then be sent to the Contract Holder with the general statement of account as defined in Article 13.4.

13.3.3. The Contract Holder is bound by the indications appearing in the draft final statement of account.

In the draft final statement of account, the Contract Holder must summarize the reservations that it has issued and which have not been lifted, failing which they shall be deemed withdrawn.

13.3.4. The supervisor shall accept or correct the draft final statement of account drawn up by the Contract Holder. The accepted or corrected draft shall then become the final statement of account.

In the case of rectification of the draft final statement of account, the payment shall be made on the provisional basis of the sums accepted by the supervisor.

13.4. General statement of account - Balance

13.4.1. The supervisor shall draw up draft general statement of account, which shall include:



- the final statement of account;
- the statement of the balance, established on the basis of the final statement of account and the last monthly statement of account, under the same conditions as those defined in Article 13.2.1 for the monthly instalments;
- the summary of the monthly instalments and the balance.

When a contract is renewable by periods, a final statement of account shall be drawn up for all the services performed during each of these periods.

The amount of the draft general statement of account is equal to the result of this last summary.

13.4.2. The draft general statement of account shall be signed by the Client's representative and thus becomes the general statement of account.

The Client's representative shall send the general statement of account to the Contract Holder before the later of the two following dates:

- forty days after the date on which the Contract Holder submits the draft final statement of account to the supervisor;
- twelve days after publication of the benchmark index allowing revision of the balance. If the Client's representative does not send the signed general statement of account to the Contract Holder within the time limits stipulated above, the latter shall send him a formal notice to do so.

13.4.3. From the date of acceptance of the general statement of account by the Contract Holder, in accordance with the terms set out in Article 13.4.4, this document becomes the general and final statement of account, and entitles the right to payment of the balance.

13.4.4. Within forty-five days counted from the notification of the general statement of account, the Contract Holder shall send to the Client's representative, with a copy to the supervisor, the general statement of account bearing his/her signature, without or with reservations, or communicate the reasons for which he refuses to sign it.

If the signature of the general statement of account is provided without reservation by the Contract Holder, it becomes the general and final statement of account for the contract.

This statement of account definitively binds the parties, except as regards the amount of the default interest on the balance.

In case of dispute over the amount of the sums due, the Client's representative shall pay the sums accepted in the final statement of account, within thirty days from the date of receipt of the notification of the general statement of account with the reservations issued by the Contract Holder or the date of receipt of the reasons for which the Contract Holder refuses to sign. After resolution of the disagreement, he/she shall, if necessary, pay a supplement, plus, if applicable, default interest, running from the date of the request submitted by the Contract Holder. This disagreement shall be settled under the conditions set out in Article 50 of this document. If the reservations are partial, the Contract Holder shall be bound by its implicit acceptance of the elements on the general statement of account to which his reservations do not correspond.

13.4.5. In the case where the Contract Holder has not returned the signed general statement of account to the Client's representative within the forty-five day period set in Article 13.4.4, or if, having returned it within this period, it did not justify its refusal or did not explain in detail the reasons for its reservations, specifying the amount of its claims as indicated in Article 50.1.1, this general statement of account shall be deemed as accepted by it; it then becomes the general and final statement of account for the contract.



13.5. Settlement in the case of a group of contractors

13.5.1. When the Contract Holder is a joint-liability consortium, and its members are paid individually, the statements of account are broken down into as many parts as there are members to pay separately, up to the amount due to each one.

When a subcontractor is paid directly, the member of the consortium or the representative:

- shall indicate, in the draft statement of account, the amount to be deducted on those amounts due to him, or which are due to the member of the consortium concerned by the part of the service performed, and which the Client's representative must pay to this subcontractor;
- shall attach copies of this subcontractor's invoices that it has accepted or amended.

13.5.2. The Contract Holder or the representative is alone authorised to present the draft statements of account and to accept the general statement of account; only complaints made or sent by this party shall be admissible.

13.5.3. In the case of a contract concluded with a group of contractors acting jointly and severally and except where payments are not made into a single account, the accounting entity assigned to the contract, through which a garnishment against one of the group of contractors is carried out, shall retain, on the subsequent payment orders issued under the contract, the full amount for the security for which this garnishment was carried out.

If the above event occurs or if one of the members of the consortium defaults, the member of the consortium in question cannot object to the other members of the consortium requesting to the Client's representative that the payments related to the work that they will perform subsequent to these requests be made to a new single account opened in their names only.

ARTICLE 14: PAYMENT OF THE PRICE FOR ADDITIONAL OR MODIFYING SERVICES

14.1. This article concerns the supplementary or modifying services, the performance of which is necessary for the proper completion of the work, which are communicated by service order and for which the contract has not provided a price.

14.2. The new prices can be either unit prices or lump sum prices.

They are established on the same basis as the prices in the contract, in particular according to the economic conditions prevailing in the month in which these prices are established.

14.3. In the case of works paid based on lump sum prices, when changes are ordered by the supervisor with regard to the content of the work, the new price shall be deemed to take into account any additional charges that may be incurred by the Contract Holder as a result of these changes, excluding any compensated damages, pursuant to Article 15.3 or Article 16.1.

If there are breakdowns of lump sum prices or details of unit prices, the elements therein, in particular the unit prices contained in the breakdowns, shall be used to establish the new prices.

14.4. The service order referred to in Article 14.1, or another service order issued no later than fifteen days thereafter, shall inform the Contract Holder of the proposed prices for the payment of new or modified work.



These prices, which are not fixed definitively, shall be set by the supervisor after consulting with the Contract Holder. They must be accompanied by a details, in the case of unit prices, or a breakdown, in the case of lump sum prices, with this breakdown comprising no new unit price in the case a lump sum price if the changes concern the quantities of types of work or elements of work only.

These prices are provisional prices that are applied for the establishment of the statements of account; they do not require the prior acceptance of the Client's representative or that of the Contract Holder.

14.5. For the purpose of establishing the relevant statements of account, the Contract Holder is deemed to have accepted the prices set by the service order provided for in Articles 14.1 and 14.4, if, within thirty days of the service order by which it was notified of these prices, it did not submit observations to the supervisor indicating, with all pertinent supporting documents, the prices it proposes.

When the Client's representative and the Contact Holder agree to set the final prices, they are subject to a contract amendment.

ARTICLE 15: INCREASE IN AMOUNT OF WORK

15.1. The "amount of work" means the amount of the work evaluated, at the time of the decision to increase or decrease the amount of work, on the basis of the initial contract prices defined in Article 13.1.1, taking into account the possibility of new prices, set pursuant to Article 14.3 or having become final pursuant to Article 14.4.

The "contractual amount of work" is the amount of work resulting from the contract forecasts, i.e. from the initial contract modified, where applicable, by the amendments thereto.

15.2. In the case of a contract with conditional stages, the "amount" and the "contractual amount" of the works defined above include, in addition to the amount of the fixed stage, that of the conditional stages the performance of which has been decided upon.

15.2.1. Subject to the application of the provisions of Article 15.4, the Contract Holder is required to complete the works which are the subject of the contract, irrespective of the extent of the increase in the amount of work in relation to the contractual amount. This increase may result from technical constraints or insufficiency in the quantities provided for in the contract or from any cause of overrun other than those set out in Article 15.2.2.

15.2.2. The Contract Holder is not required to carry out works which correspond to changes in the needs or conditions of use with which the works which are the subject of the contract must comply, unless the amount of works of this nature does not exceed one-tenth of the contractual amount of the work.

Therefore, the Contract Holder may refuse to comply with a service order requesting him to perform work of the nature defined in the preceding paragraph if he establishes that the cumulative amount of these works prescribed by service order since the notification of the contract or since notification of the last addendum, including the service order the execution of which is refused, exceeds one-tenth of the contractual amount of the work.

However, the Contract Holder's refusal to perform said works is only acceptable if such refusal is provided in writing, with the necessary justifications, to the Client's representative within fifteen days of



the notification of the service order requiring the work. Copy of the letter of refusal shall be sent to the supervisor.

15.3. If the increase in the amount of the work, in relation to the contractual amount, is greater than the maximum increase defined in the following paragraph, the Contract Holder shall be entitled to compensation in the end for any loss he may have suffered as a result of this increase beyond the maximum increase.

The maximum increase is fixed:

- for a lump sum price contract, at 5% of the contractual amount;
- for a unit price contract, at 25% of the contractual amount;
- for a contract in which all the services are paid for according to a mixed formula under the conditions defined in Article 11.2.3, at the average of the maximum increases corresponding to the various forms of payment involved in the formula, this average being weighted in proportion to the respective extent of the use of each of these modes.

If the contract includes, depending on the works, several of the above methods of payment, the maximum increase shall be fixed at the sum of the maximum increases relating respectively to each of the partial contractual amounts of work falling under the modes in question.

15.4. The Contract Holder is required to inform the supervisor, at least one month in advance, of the probable date on which the amount of the works will reach their contractual amount.

15.4.1. If the Contract Holder does not notify the supervisor within the time limit set in the previous paragraph, it must stop the work on the date on which the amount executed reaches the contractual amount. Work that is performed beyond the contract amount will not be paid for.

15.4.2. At least ten days before the probable date mentioned in the first paragraph, the supervisor shall notify the Contract Holder, if necessary, by service order, of the decision made by the Client's representative to stop the work.

15.4.3. When the works executed reach their contractual amount, if the supervisor's service order has not been provided within the period mentioned in the preceding paragraph, the Contract Holder shall continue the work, within the limits of the ceilings set in Article 15.3. When the works executed reach these ceilings, the Contract Holder shall stop performance of said works. Work that is performed beyond the ceilings will not be paid for.

15.4.4. The precautionary measures decided upon by the supervisor to be taken when constructions work stops are the responsibility of said supervisor.

15.5. Within the fifteen days following any service order leading to a change in the amount of the work, the supervisor shall inform the Contract Holder of the projected estimate that it makes of this modification and any consequences for the period of performance of the contract. If the service order prescribes work of the type defined in the first paragraph of Article 15.2.2, the previous estimate shall indicate the part corresponding to this work.

15.6. The foregoing stipulations do not apply to contracts with purchase orders for which the Contract Holder is only committed up to the limit of the maximum amount of work specified therein.

ARTICLE 16: DECREASE IN THE AMOUNT OF WORK



16.1. If the decrease in the amount of the work, in relation to the contractual amount, is greater than the maximum decrease defined in the following paragraph, the Contract Holder is entitled to compensation for any loss he may have suffered as a result of this decrease beyond the maximum decrease. The maximum decrease is fixed:

- for a lump sum price contract, at 5% of the contractual amount; — for a unit price contract, at 20% of the contractual amount;
- for a contract in which all the services are paid for according to a mixed formula under the conditions defined in Article 11.2.3, at the average of the maximum decreases corresponding to the various forms of remuneration involved in the formula, the average being weighted in proportion to the respective extent of the use of each of these modes.

If the contract includes, depending on the works, several of the above methods of payment, the maximum decrease shall be fixed at the sum of the maximum decreases relating respectively to each of the partial contractual amounts of work falling under the modes in question.

16.2. The foregoing provisions do not apply to contracts with purchase orders containing a minimum, for which the following provisions apply.

If, upon completion of a purchase order contract, the total of the supervisor's orders has not reached the minimum fixed by the contract, in terms of value or in quantity, the Contract Holder is entitled to compensation equal to the profit margin it would have achieved on the services which remained to be carried out to reach this minimum.

The Contract Holder is also entitled to be compensated for any costs and investments incurred for the contract and strictly necessary for its performance that were not taken into account in the amount of services paid. The Contract Holder, in its claim for compensation, is required to provide the supervisor with all the justifications necessary in order to determine the amount of compensation within thirty days of the effective date of receipt or the date of notification of the termination of the contract.

ARTICLE 17: CHANGE IN THE EXTENT OF THE VARIOUS TYPES OF WORK

17.1. For the purposes of this document:

- the works or equipment paid for by applying the same lump sum price in the breakdown of the amount of the contract constitute the same type of work;
- works or equipment paid for by applying the same unit price in the estimated breakdown constitute the same type of work.

17.2. In the case of unit-price work, where, as a result of service orders or circumstances which are neither the fault of nor attributable to the Contract Holder, the extent of certain types of work is modified such that the amounts performed increase by more than one third or decrease by more than one quarter compared to the amounts provided in the estimated breakdown in the contract, the Contract Holder shall be entitled to compensation for any loss that it may have incurred due to such changes.

In the case of a conditional-stage contract, the quantities to be taken into account only include those relating to the phases the performance of which has been decided upon.

The compensation to be awarded, if any, shall be calculated on the basis of the difference between the quantities actually performed and the planned quantities increased by one third or decreased by one quarter.



The foregoing provisions are not applicable to the types of work for which the amounts of the works appearing, on the one hand, in the itemised estimate of the contract and, on the other hand, in the final statement of account for the works, are both less than 5% of the value of the contract.

The Contract Holder may not claim any compensation for the performance of the types of work whose unit prices appear on the schedule but for which the itemised estimate does not explicitly include quantities, except if the total amount of work performed to which such prices apply exceeds 5% of the value of the contract.

17.3. In the case of works paid based on lump sum prices, when changes with regard to the content of the work are notified by the supervisor by service order, the new price established according to the conditions provided for in Article 14 shall take into account any additional charges that may be incurred by the Contract Holder as a result of these changes, excluding any damages compensated pursuant to Article 15.3 or Article 16.1.

17.4. The provisions of this Article 17 do not apply to contracts with purchase orders.

ARTICLE 18: LOSSES AND DAMAGE

18.1. The Contract Holder shall not be awarded any compensation for any loss or damage caused by its negligence, carelessness, lack of tools or incorrect operations.

18.2. The Contract Holder must take at his own expense, risk and peril, the necessary provisions to ensure that the supplies, construction equipment and installations and works under construction cannot be removed or damaged by storms, floods, swells and other natural phenomena which are normally predictable under the conditions of time and place where the works are carried out.

18.3. In the event of loss or damage caused at its sites by a natural phenomenon that was not normally foreseeable, or in a case of force majeure, the Contract Holder shall be compensated for the damage suffered, provided that:

- in the event of a natural phenomenon, the Contract Holder has taken all the provisions set out in Article 18.2;
- it immediately reported the events in writing.

Nevertheless, no compensation shall be awarded to the Contract Holder for total or partial loss of its floating equipment, as the insurance costs of this equipment are deemed to be included in the contract prices.



CHAPTER 3: DEADLINES

ARTICLE 19: SETTING AND EXTENSION OF THE DEADLINES

19.1. Deadlines for performance

19.1.1. The period of performance of the contract shall include the preparation period defined in Article 28.1 and the period of performance of the work defined below. A service order specifies the date from which the preparation period starts.

The period of performance of the works is that which is given for the performance of the work incumbent on the Contract Holder, including the disassembly of the construction site facilities and restoration of the land and premises. A service order specifies the date on which the period of performance of the work begins.

Apart from the cases of conditional stages, the Contract Holder cannot claim any prejudice if the date, set by service order, for the commencement of the preparation period, when there is one, or the commencement of performance of the work is not more than six months later than that of the notification of the contract.

19.1.2. The provisions of Article 19.1.1 shall apply to the deadlines, separate from the period of performance of all the work, which may be set by the contract for the performance of certain stages of work or certain work, parts of work or sets of services.

19.1.3. If the specific contract documents set a deadline for the completion of the work instead of a period of performance of the work, this date has contractual value only if the specific contract documents simultaneously set a deadline for commencement of the work. In this case, the date set by service order to commence the work must be earlier than this last deadline.

19.1.4. In the case of apportioned work, the period of performance of the work incumbent on the Contract Holder is set by the Client's representative within the total deadline for performance of all the apportioned work - all building trades and professions combined - and taking into account a provisional timetable for performance of the work, specifying the dates of intervention relating to each lot, and appearing in the appendix of the contract.

19.1.5. This period of performance shall be confirmed or modified during the site preparation period under the conditions set out in Article 28.2.

19.2. Extension of the deadlines for performance:

19.2.1. Except in the cases provided for in Articles 19.2.2 and 19.2.3, the extension of the period of performance can only result from an addendum.

19.2.2. An extension of the deadline for carrying out all or part of the work or the postponement of the commencement of the work may be justified by:

- a change in the amount of work or a change in the extent of certain types of work;
- substitution of different works for the works initially planned;
- encountering unforeseen difficulties during the work at the construction site;
- a deferral of work decided upon by the Client's representative;



- a delay in the execution of preliminary operations under the responsibility of the supervisor or of preliminary works subject to another contract.

The extent of the extension or of the postponement shall be proposed by the supervisor following consultation with the Contract Holder, and decided upon by the Client's representative who shall notify the Contract Holder of such decision.

The suspension of work due to a decision of the cultural affairs departments following the discovery of objects or remains falls under the provisions of Article 33.2 of this document; as such, it shall give rise to the application of the provisions of Article 49 below.

19.2.3. In the event of bad weather within the meaning of the legislative or regulatory provisions in force, leading to a suspension of work on the construction sites, the deadlines for performance of the work shall be extended. The Contract Holder shall be notified of this extension by a service order specifying the duration. This period is equal to the actual number of days during which the work was suspended due to adverse weather in accordance with the said provisions, subtracting, if applicable, the number of predictable days of adverse weather indicated in the specific contract documents.

Saturdays, Sundays, public holidays and non-working days included in the adverse weather period are added to calculate the extension of the period of performance of the work.

In the case of adverse weather not covered by a legal or regulatory provision and in the case of other natural phenomena that hinder the performance of the work, if the specific contract documents provide for the extension of the period of performance in accordance with criteria that it defines, this deadline extension is notified to the Contract Holder through a summary of the findings recorded.

19.3. Extension or postponement of deadlines for conditional stages:

When the time allowed by the specific contract documents for the notification of the service order to perform a conditional stage is defined in relation to the beginning of the period of performance of another stage, it is, in the case of extension of this period or delay attributable to the Contract Holder during this performance, extended by a duration equal to that of said extension or said delay.

Where the specific contract documents provide, for a conditional stage, for a tideover allowance and define, in relation to the beginning of the period of performance of another stage, the starting point of the Contract Holder's entitlement to this compensation, the extension of the deadline or the delay attributable to the Contract Holder during in this performance shall result in a postponement of the entitlement to compensation equal to the extension or the delay.

ARTICLE 20: PENALTIES, PREMIUMS AND DEDUCTIONS

20.1. In the event of a delay attributable to the Contract Holder in the performance of the work, whether for the entire contract or a stage for which a partial period of performance or a time limit has been set, a daily penalty of 1/3000 of the entire contractual amount excluding taxes, of the stage concerned or of the purchase order, shall be applied. This amount is that resulting from the forecasts in the contract, i.e. from the initial contract modified or supplemented by the amendments thereto, where applicable; it is assessed on the basis of the initial contract prices, excluding VAT, defined in Article 13.1.1.

20.1.1. Penalties are incurred as a result of a delay by the supervisor.



20.1.2. In the event of termination, the penalties are applied up to and including the day on which the decision of termination is notified or until the day on which the company suspends its operation, if the termination results from one of the cases provided for in Article 46.1.

20.1.3. The provisions of the two preceding paragraphs are applicable to the penalties that may be provided for in the specific contract documents for the case of a delay in the realization of certain works, parts of works or sets of services subject to partial or specific deadlines or deadlines set in the contract.

20.1.4. Once the penalties have been determined, they are taken into account and the variation formula provided for in the contract is applied to them under the conditions set out in Article 13.2.1. The penalties themselves are not subject to VAT.

20.1.5. In the event of a delay in a partial deadline provided for in the contract, if the overall deadline is respected, the Client's representative shall reimburse the Contract Holder for the provisional penalties applied, provided that the partial deadline has not had any impact on the other work in the project.

20.2. If the specific contract documents provide for advance premiums, they shall be granted without the Contract Holder being obliged to ask for them, whether these premiums relate to the execution of all the works or to certain works, parts of works or sets of services subject to specific deadlines or time limits set in the contract.

Once the amount of the premiums has been determined, they are taken into account under the conditions provided for in Article 13.1.2. They are reviewed under the conditions set out in Article 13.2.1.

20.3. Saturdays, Sundays and public holidays or non-working days are not deducted for the calculation of penalties and premiums.

20.4. The amount of penalties and premiums is not capped.

The Contract Holder is exempt from penalties whose total amount does not exceed 1,000 euros, excluding tax, for the entire contract.

The term "exemption" is understood in the strictest sense. The total amount of the penalties is due if the threshold of 1,000 euros is exceeded.

20.5. If the contract provides for provisional deductions for delay in the submission of the as-built documents, under the conditions specified in Article 40, these deductions shall be made on the last monthly statement of account. They are applied without prior notice and are paid after the complete submission of documents.

20.6. In the case of a group of contractors for which payment is made to separate accounts, the penalties and premiums shall be divided among the members of the consortium in accordance with the instructions given by the representative.

Pending these indications, the premiums shall not be paid and the penalties shall be deducted in full on the sums due to the representative, without the Client's representative incurring responsibility towards the other contractors for this operation.

The provisions of the two preceding paragraphs apply to the provisional deductions mentioned in Article 20.5.



CHAPTER 4: EXECUTION OF WORKS

ARTICLE 21: ORIGIN OF MATERIALS AND PRODUCTS

21.1. The Contract Holder shall choose the source of the materials, products or building components, provided that he can justify that they meet the conditions set by the contract.

The Contract Holder is required to make available to the supervisor the documents that ensure the traceability of the products and materials used.

21.2. When the source of the materials, products or building components is stated in the contract, the Contract Holder may modify the source only if the supervisor authorises it in writing. The corresponding prices shall only be modified if the authorisation granted specifies that the substitution gives rise to the application of new prices. These prices are established in accordance with the terms and conditions set out in Article 14, and the supervisor shall notify by service order the provisional prices within fifteen days following authorisation.

If the supervisor provides its authorisation subject to the Contract Holder's acceptance of a specific discount on the prices, the Contract Holder may not contest the prices reflecting this reduction.

ARTICLE 22: MATERIAL EXTRACTION SITES OR BORROW PITS

22.1. When the contract establishes the material extraction sites or borrow pits, and during the work the collection of materials prove to be insufficient in quality or in quantity, the Contract Holder must promptly inform the supervisor; at the proposal of the Contract Holder, where applicable, the supervisor shall then designate new extraction sites or borrow pits. The substitution may result in the application of a new price established in accordance with Article 14.

22.2. Except in the case where the extraction sites or borrow pits are made available to the Contract Holder by the supervisor, the Contract Holder is required to obtain, as necessary, the necessary administrative authorisations for the retrieval and borrowing of materials. Any occupancy allowances or fees paid to the public authority concerned, that may be due for the retrieval or borrowing of these materials, are the incumbent upon the Contract Holder.

22.3. In all cases, the Contract Holder shall bear the operating expenses of the extraction sites or borrow pits and, if necessary, the opening costs.

The Contract Holder shall also bear, without recourse against the principal, the cost of any damage resulting from the retrieval of materials, from the creation of any service roads and, in general, from the development work necessary for the operation of the extraction sites or borrow pits. The Contract Holder shall indemnify the principal in the event that the latter is held liable for the repair of such damages.



ARTICLE 23: QUALITY OF MATERIALS AND PRODUCTS. - APPLICATION OF STANDARDS

23.1. The construction components, materials and products must conform to the provisions of the contract and have the specified characteristics, including the categories, classes and performance levels specified by reference to the standards.

The standards covered by the contract are those whose effective date is three months before the first day of the month establishing the prices defined in Article 10.4.5, except for those whose immediate application is made mandatory under French regulations.

23.2. Where the contract refers to French standards that are not based on European standards, materials or products whose characteristics are established by reference to standards in force in other States that are parties to the World Trade Organization's Agreement on Government Procurement may be accepted if these characteristics are recognised as equivalent to those specified.

Any request made by the Contract Holder and requesting recognition of such an equivalence must be submitted to the supervisor with all the supporting documents, at least one month before any act that could constitute a start of supply.

The supporting documents must be written in French or be accompanied by their translation into French if the original documents are written in another language.

The supervisor shall have a period of thirty calendar days to accept or reject the proposed product.

23.3. The Contract Holder may not use construction components, materials and products of a quality different from that fixed by the contract unless authorised by the supervisor in writing. The corresponding prices shall only be modified if the authorisation granted specifies that the substitution gives rise to the application of new prices. These prices are established in accordance with the terms and conditions set out in Article 14; and the supervisor must notify the provisional prices by service order within fifteen days following the authorisation granted.

If the supervisor provides its authorisation subject to the Contract Holder's acceptance of a specific discount on the prices, the Contract Holder may not contest the prices reflecting this reduction.

23.4. If the contract lists the data carriers and other supplies that are necessary for the proper functioning of equipment, these carriers and supplies shall comply with the approved standards in force or with other standards applicable in France by virtue of international agreements.

In the absence of such standards or if the Contract Holder has obtained the necessary exemptions for reasons specific to the equipment, the Contract Holder shall, at the request of the Client's representative or the supervisor, provide the technical specifications necessary for the use of these supplies.

ARTICLE 24: QUALITATIVE VERIFICATION OF THE MATERIALS AND PRODUCTS. - TESTS AND TRIALS

24.1. The conformity of the construction components, materials and products with the contract specifications can be established:

- by a certificate issued by an organisation established in the European Economic Area and accredited according to standards NF EN ISO/CEI 17025 and NF EN 45011 by the French Accreditation Committee (COFRAC) or any other accreditation body that has signed the relevant European Multilateral Agreement taken in the framework of European co-operation for Accreditation (EA), an association of national accreditation bodies in Europe.
- through the tests and trials defined in the contract, in particular by reference to standards, as regards both the nature of the tests and their frequency and the results required.



In the absence of any indication, in the contract or in the standards, of the operating procedures to be used, these shall be subject to written proposals from the Contract Holder submitted for the acceptance of the supervisor.

24.2. If the contract refers to specific quality marks as proof of conformity, certificates issued by other bodies meeting the conditions of Article 24.1 may also be accepted as proof of conformity, provided that they are recognised as equivalent.

The provisions of Article 23.2 apply to applications for such equivalence.

24.3. The Contract Holder shall store the construction components, materials and products in such a ways so as to facilitate the verifications provided for. It shall take all necessary measures to ensure that the materials, products and components can be easily distinguished according to whether they are pending verification or accepted or rejected; rejected materials, products and components must be removed promptly from the site, with the provisions of Article 37 applied where applicable.

24.4. The verifications shall be carried out pursuant to the instructions stipulated in the specific contract documents; the supervisor shall indicate if it is to be carried out on the site, at the plants, stores or quarries of the Contract Holder or the subcontractors or suppliers. Said verifications shall be performed by the project manager. The specific contract documents may provide for the substitution of a laboratory or inspection body.

In the case where the supervisor or its representative personally carries out the tests, the Contract Holder shall make the necessary equipment available to the supervisor or his representative, but shall not bear the cost of any remuneration payable to the supervisor or his employee.

The Contract Holder shall send to the supervisor the certificates verifying the results of the verifications made. In view of these certificates, the supervisor shall decide whether the building materials, products or components may or may not be used.

24.5. The Contract Holder is required to provide, at its own expense, all the samples necessary for carrying out the verifications.

The Contract Holder shall install, if necessary, the manufacturing equipment of the devices used to perform the sampling of materials at different stages of development of the manufactured products.

24.6. If the results of verifications provided for in the contract or by the standards for a supply of building materials, products or components do not permit this supply to be accepted, the supervisor may, in agreement with the Contract Holder, request additional verifications in order to allow for the acceptance of all or part of the supply, with or without price reductions; the expenses corresponding to these last verifications shall be borne by the Contract Holder.

24.7. Verifications carried out by a laboratory or inspection body shall be done at the request and expense of the Contract Holder. The Contract Holder shall not be responsible for any tests and trials that the supervisor carries out or has carried out and that are not provided for in the contract.

24.8. The Contract Holder shall not bear the travel and accommodation expenses that the verifications entail for the Client's representative, the supervisor or their agents.



ARTICLE 25: QUANTITATIVE VERIFICATION OF MATERIALS AND PRODUCTS

25.1. The quantities of materials and products shall be determined jointly. For materials and products covered by consignment notes, the weight values indicated on them are presumed to be accurate; however, the supervisor is always entitled to have a joint verification of the weight performed on the scales for each delivery. The costs of this verification shall be:

- at the expense of the Contract Holder if the weighing reveals that, to the detriment of the supervisor, there is a difference in weight greater than the normal wastage during shipping;
- at the expense of the supervisor, in the opposite case.

25.2. If it is established that the transport of building materials, products or components is carried out by overloaded road vehicles, the expenses relating to such transport shall not be taken into account in the payment of the contract.

Where these expenses are not the subject of a separate payment, the prices of the works that include the remuneration for such transport shall be reduced by service order by reference, where applicable, to the details of the unit prices and breakdowns of the lump sum prices.

ARTICLE 26 MANAGEMENT, MAINTENANCE AND STORING BY THE CONTRACT HOLDER OF THE MATERIALS AND PRODUCTS SUPPLIED BY THE PRINCIPAL UNDER THE CONTRACT

26.1. When the contract provides for the supply by the principal of certain building materials, products or components, the Contract Holder, duly and promptly, shall assume responsibility for them upon their arrival at the construction site.

The documents that ensure the traceability of these materials and products shall be provided to the Contract Holder by the supervisor.

If the Contract Holder finds the materials or products provided by the supervisor to be defective, it must submit its observations in writing to the supervisor within fifteen days from the moment the said defect was noted and, in any event, before these materials or products are actually used. Otherwise, the Contract Holder cannot use the said defect as a means of excluding its liability in the event of non-compliance of the construction work with the contract specifications.

26.2. If the receipt of delivery takes place in the presence of the Client's representative, such receipt shall be the subject of a joint report on the quantities of which the Contract Holder takes delivery.

26.3. If the receipt of delivery does not take place in the presence of the Client's representative, the quantities received by the Contract Holder shall be deemed to be those for which it has given written receipt to the carrier or supplier that made the delivery.

In this case, the Contract Holder must ensure, taking into account the indications of the consignment note or the delivery notice brought to its attention, that there is no omission or error, nor any damage or defect normally detectable. If it notices any omission, error, damage or defect, it must make the customary reservations with regard to the carrier or the supplier and immediately inform the supervisor.

26.4. Whatever the mode of transport and delivery of the materials, products or components, and even if taken from stock, the Contract Holder is required to carry out the necessary unloading, disembarkation, handling, reloading and shipping operations, up to and including the placing of the materials, products or components in storage or on the site.



The Contract Holder shall pay all fees relating to rental, demurrage, or overruns of time limits for vessel discharge, all fees for overruns of time limits for unloading and, in general, all penalties and costs resulting from the regulations, approved tariffs or contracts. However, the Contract Holder shall bear these costs and penalties on a permanent basis only to the extent that the delay is the result of its own actions.

26.5. If the contract stipulates that the qualitative or quantitative preservation of certain materials, products or components requires their placing in a warehouse, the Contract Holder shall be required to build or to obtain the necessary warehouses, even outside the construction site.

The Contract Holder shall bear the cost of warehousing, handling, stowage, storage and transportation between the warehouses and the construction site.

26.6. In all cases, the Contract Holder shall have custody of the materials, products and components as of the moment at which it takes delivery of them. It assumes legal responsibility as custodian.

26.7. The Contract Holder cannot be responsible for receiving - in whole or in part - the materials, products or components supplied by the principal unless the specific contract documents specify:

- the content of the corresponding mandate;
- the nature, origin and characteristics of these materials, products or components;
- the verifications to be carried out;
- the means of control to be used, which must be made available to the Contract Holder.

26.7. The costs resulting from the services provided for in Article 26 hereof are deemed included in the prices.

ARTICLE 27: PLAN FOR INSTALLING THE STRUCTURES AND CONSTRUCTION

STAKE-OUTS 27.1. General plan for installing the structures

The general plan for installing the structures is a focused plan that specifies the position of the structures, in planimetry and altimetry, where applicable, in relation to fixed points of reference. This plan shall be communicated to the Contract Holder, by service order, within eight days of notification of the contract, or, if the service order to commence the work is issued after said notification, no later than the same time as said service order.

27.2. General stake-out

27.2.1. The general stake-out consists of carrying out, on the ground, the position of the structures defined in the general plan for installing the structures, by means of numbered stakes firmly fixed into the ground, the heads of which are connected planarly and in altitude to the fixed reference points mentioned in Article 27.1. The position of the stakes shall be noted on a general stake-out plan or reported on the general plan for installing the structures, which replaces the general stake-out plan.

27.2.2. If the general stake-out was carried out before notification of the contract, the general plan for installing the structures notified to the Contract Holder shall indicate the position of the stakes.



27.2.3. If the general stake-out has not been performed before the notification of the contract, it shall be done by the Contract Holder, at its expense, jointly with the supervisor.

27.3. Special stake-out of underground, buried, underwater or overhead structures

27.3.1. Where the work is to be carried out at or near underground, buried, underwater or overhead structures, such as pipes and cables or other networks, depending on the principal or third parties, the Client's representative shall assume responsibility for the three-dimensional preliminary surveys of underground structures and shall communicate the results to the Contract Holder so that they may be plotted accurately on the ground by a special stake-out, which shall in turn be plotted on the general stake-out plan referred to in Article 27.2.1.

It is also the responsibility of the principal and the supervisor to compile all the preventive measures to be applied by the facility operators identified during the performance of the works and to inform the Contract Holder of these measures.

27.3.2. Unless the special stake-out has been performed before notification of the contract, it shall be carried out by the Contract Holder, at its expense, jointly with the supervisor.

27.3.3. If underground, buried, underwater or overhead structures not identified by special stake-out are discovered after notification of the contract, the Contract Holder shall inform the principal and the supervisor in writing; such structures shall be identified jointly and the preventive measures to be applied during the works shall then be compiled jointly.

Any additional investigations that may be required, as well as the related preventive measures, shall be subject to an amendment to the contract at the expense of the principal. The Contract Holder must also suspend the adjoining work until the supervisor has made a decision, by service order, on the measures to be taken.

27.4. Stake-out report. - Storage of stakes

If the general stake-out and special stake-out are carried out after notification of the contract, a report of the operation shall be drawn up by the supervisor and the Contract Holder shall be notified by service order.

The Contract Holder is required to ensure the storage of the stakes and to restore or replace them if necessary.

27.5. Additional stake-outs

27.5.1. During the performance of the work, the Contract Holder is required to complete the general stake-out and, if necessary, special stake-out by as many stakes as necessary.

27.5.2. Stakes placed as part of an additional stake-out must be distinguishable from those placed under the general stake-out.

27.5.3. The Contract Holder is solely responsible for additional stake-outs, even if checks have been carried out by the supervisor.

ARTICLE 28: PREPARATION OF THE WORK



28.1. Preparation period

If the specific contract documents provide for a preparation period during which, before the performance of the works, certain preparatory measures must be taken and certain documents necessary for the realization of the works must be established, this period is included in the period of performance of the contract and has a duration of two months.

The duration of the preparation period may be extended by service order, unless the reason for any delay is attributable to the Contract Holder; the service order shall extend the period of performance of the contract by the same duration.

28.2. Schedule for executing the work - Execution timetable

28.2.1. The schedule for executing the work specifies, in particular, the materials and methods that will be used and the timetable for execution of the work, specifying the start date of the work and the duration of their execution. The outline of the site facilities and the temporary works shall be appended to said schedule.

If the specific contract documents so provide, the Contract Holder shall draw up a quality assurance plan for the site, describing the provisions relating to quality management and shall inform the supervisor, who shall apply it.

The provisions of this plan, the framework of which may be indicated in the contract, are the responsibility of the Contract Holder. The latter is free to modify them, with the exception of those provisions made contractual by the contract. The modifications shall be brought to the attention of the supervisor as the initial plan.

28.2.2. Case of works carried out under a single contract.

In the case of a group of contractors acting jointly, the schedule for executing the work shall indicate the provisions laid down by the representative to ensure coordination of the tasks incumbent on the other members of the consortium.

The schedule for executing the work shall be submitted for the supervisor's approval at least ten days before the expiry of the preparation period. If such a period is not provided for in the Special Administrative Terms and Conditions, notification of this schedule shall be made at the latest one month after notification of the contract.

After the period of one month from the date of notification for approval, the absence of approval shall not hinder the performance of the work.

28.2.3. Case of apportioned work.

In the case of apportioned work, the detailed schedule for executing the work shall be drawn up by the person in charge of the scheduling, management and coordination of the construction site, in agreement with the Contract Holders of the different lots. It shall then be submitted by the supervisor for approval by the Client's representative, at the latest ten days before the expiry of the preparation period. Notification of this schedule shall then be made by service order to the Contract Holders of each lot. Until an agreement is reached between the companies concerned, the provisional schedule mentioned in Article 19.1.4 shall apply.

28.3. Safety and protecting workers' health

The measures and provisions laid down by the French Labour Code with regard to protecting health and safety are the subject of the plans set out therein, particularly in application of Articles 2, 4 and 18



of Chapter L. 4532 or Article R. 4512-7 of said Code, as well as provisions for the prevention of risks due to asbestos.

These plans, when their establishment is the Contract Holder's responsibility, shall be communicated to the health and safety coordinator and, where required by the regulations, to the Client's representative. Failure to submit these plans will hinder the beginning of the work.

The provisions of this article 28.3 apply to each member of a consortium and to all of their subcontractors.

Where specific contract documents stipulate the establishment of other safety and worker protection prevention plans, these plans shall be drawn up by the Contractor during the period of preparation of works under the conditions laid down in the contract.

28.4. Quality management

28.4.1. To obtain the required quality of the works, in the framework of the execution program provided for in article 28.2, where applicable, the Contractor shall take the necessary measures, particularly in terms of:

- organisation;
- inspections carried out by the Contract Holder or on its behalf, in relation to its own actions, or those of its subcontractors; all of these inspections shall be referred to as "the internal inspection";
- traceability of the follow-up of the works and traceability of the materials for which the Contract Holder is responsible and the results of the internal inspection;
- modes of communication with the other actors of the construction site.

28.4.2. The contract or the quality plan may identify certain stages of the work as sensitive stages, where specific verifications are appropriate. In this regard, a distinction is made between:

- the critical points, stages for which the Contract Holder shall inform the supervisor in advance so that it may, if it deems appropriate, visit the construction site and verify the conditions for executing the work;
- stopping points, stages for which the Contract Holder may only initiate the execution with the express agreement of the supervisor.

28.4.3. The results of the internal control shall be sent by the Contract Holder to the supervisor or kept at its disposal, under the conditions specified by the contract.

28.4.4. Where the execution of the contract involves the implementation of equipment or products with specifications for installation, maintenance or use, these specifications shall appear in the schedule for executing the work.

28.5. Construction site register

All the documents issued or received by the supervisor, concerning the progress of the work, shall be listed historically by said supervisor in a construction site register signed by it, and the Contract Holder or each of the members, in the case of a consortium. This register shall be made available to the Client's representative as well as all the authorised parties and handed over to the Client as part of the operations prior to the decision of final acceptance of the work.

ARTICLE 29: IMPLEMENTATION DESIGNS



29.1. Documents provided by the Contract Holder

29.1.1. The Contract Holder shall establish, according to the specific contract documents, in particular according to the elements defining the project, the documents necessary for carrying out the works, such as the execution plans, design calculations and technical studies.

If, in accordance with the provisions of Law No. 85-704 of 12 July 1985, the execution studies fall under the responsibility of the supervisor under the conditions set out in Article 29.2 of this document, this should be specified in the specific contract documents and the detailed conditions relating thereto should be indicated.

For this purpose, the Contract Holder shall perform all the necessary surveys on site and shall remain responsible for the consequences of any erroneous measurement. It must, as the case may be, establish, verify or complete the stability and resistance calculations.

If it notices an error in the specific contract documents provided by the Client's representative, it must immediately report this in writing to the supervisor.

The Contract Holder is required to send to the supervisor and to the health and safety coordinator the elements requested by the latter for the preparation of the post-construction works file (*dossier des interventions ultérieures sur l'ouvrage*, DIUO).

29.1.2. The execution plans are rated and must clearly distinguish the various types of work and the qualities of materials to be implemented.

29.1.3. The plans, design calculations, technical studies and other documents drawn up with due care and diligence by the Contract Holder are subject to the approval of the supervisor, who may also request the presentation of the quantity take-off data. Issuance of approval shall not release the Contract Holder from its own liability.

29.1.4. The Contract Holder shall provide the supervisor with all the documents necessary for the performance of the works it is required to carry out.

All these documents shall be dated, identified and authenticated by the Contract Holder or by its representative within the meaning of Article 3.1.

If sent electronically, all such documents must be secure, identifiable and interoperable with the software specified in the contract.

29.1.5. The Contract Holder undertakes to carry out the work in accordance with the documents necessary for the performance, which it has requested from the supervisor.

Unless it has obtained express agreement from the supervisor notified by service order, the Contract Holder may only commence the execution of work after having received approval from the supervisor for all the documents necessary for executing such work.

The deadline for issuing the supervisor's approval is set at fifteen days. If, within this period, the supervisor finds that the documents provided by the Contract Holder do not allow it to issue its approval, it shall inform the Contract Holder who must, within the same period, provide all the documents it was asked to correct or complete.

29.2. Documents provided by the supervisor



When the mission entrusted to the supervisor includes submitting all or part of the documents necessary for the performance of the work, the contract is deemed to include all of these documents.

If the supervisor is led, during the performance of the contract, to provide the Contract Holder with the documents necessary for the performance of the work, the Contract Holder shall not be liable for the content of these documents. However, the Contract Holder is required to verify, before any execution of work, that these documents do not contain errors, omissions or contradictions that would normally be detected by an expert; it must immediately report these to the supervisor in writing.

ARTICLE 30: AMENDMENTS TO THE CONTRACT PROVISIONS

The Contract Holder cannot unilaterally make any changes to the technical provisions included in the contract.

With the agreement of the Client's representative, the supervisor may accept the changes proposed by the Contract Holder. The following provisions are thus applied for the settlement of accounts:

- if the dimensions or characteristics of the structures are greater than those provided for in the contract, the measurements are based on the dimensions and characteristics required by the contract and the Contract Holder is not entitled to any price increase;
- if they are lower, the measurements are based on the dimensions of the works, and the prices are re-calculated in accordance with the conditions laid down in Article 14. Upon instruction of the supervisor by means of service order, and within the time set by said order, the Contract Holder shall be required to rebuild any structures that do not comply with the contractual provisions, in order to bring them into conformity.

ARTICLE 31: INSTALLATION, ORGANISATION, AND HEALTH AND SAFETY CONDITIONS OF THE CONSTRUCTION SITE

31.1. Construction site facilities

31.1.1. Insofar as the land that the Client's representative may have made available to the Contract Holder is not sufficient, the latter shall procure, at its own expense and risk, the land that it may need for its construction site facilities.

31.1.2. The Contract Holder shall bear all expenses relating to the establishment and maintenance of its construction site facilities, including the service roads and road networks on the site which are not open to the public.

31.1.3. If the construction site is easy to access by waterway only, particularly in relation to dredging, containment or blocking work, the Contract Holder must make an equipped vessel available to the supervisor and its agents free of charge whenever requested by the latter.

31.1.4. The Contract Holder must have a sign posted at the construction sites indicating the principal on whose behalf the work is being carried out and, if the Contract Holder is not the principal, the signatory body of the contract, the names, function and address of the supervisor.

Article R. 8221-1 of the French Labour Code requires that the name, the company name and the address of every contractor working on the construction site be displayed on signs that are legible from the public road, whenever the construction site concerned has resulted in the issuance of a building permit. In accordance with Article D. 4711-1 of the same Code, the address and the telephone number



of the competent labour inspectorate and the name of the competent inspector must be posted on the premises normally accessible to the employees working on the construction site. These provisions also apply to all the Contract Holder's subcontractors.

31.2. Places for disposing of excess debris

The Contract Holder shall obtain, at its own expense and risk, any land it may need as a temporary storage place for excess debris, in addition to the sites that the principal may make available as final or provisional disposal sites. It must submit the choice of these lands to prior agreement of the supervisor, who may refuse to grant authorisation or subject it to special provisions to be applied, in particular for management of the warehouses to be set up, if justified by reasons of public interest, such as safeguarding the environment.

31.3. Administrative permits

The Client's representative is responsible for issuing the Contract Holder with the administrative authorisations, such as temporary occupation permits for the public or private domain, road permits, authorisations for crane erection over neighbouring properties, anchorages, or the building permits necessary for performance of the works which are the subject of the contract.

The Client's representative and the supervisor shall assist the Contract Holder in obtaining any other administrative authorisations it may require, in particular in order to have the necessary locations for the installation of the construction sites and the temporary storage of debris.

31.4. Health and safety on the construction site and practical steps:

31.4.1. The Contract Holder shall take all measures related to order and safety at its construction site so as to avoid accidents, involving both staff and third parties. The Contract Holder is required to observe all the regulations and instructions of the competent authority.

In particular, it shall provide lighting and guarding of its site as well as both indoor and outdoor signage. It shall also ensure, where necessary, the closure of its construction sites. It shall take all necessary precautions to prevent the work from causing danger to third parties, particularly for public traffic if it has not been diverted.

Dangerous crossings along and across the lines of communication shall be protected by temporary guardrails or other suitable means; they must be provided with lighting and, if necessary, be guarded.

31.4.2. The Contract Holder shall take the necessary measures to ensure the cleanliness of the site facilities used by staff, including through the establishment of road networks, drinking water supply and sanitation, if justified by the size of the construction site.

31.4.3. All the order, safety and health measures stipulated above are the responsibility of the Contract Holder.

31.4.4. In the event of the Contract Holder's non-compliance with the above requirements and without prejudice to the powers of the competent authorities, the supervisor may take the necessary measures at the Contract Holder's expense after formal notice has remained ineffective.

In the event of emergency or danger, these measures shall be taken without prior notice. The intervention of the competent authorities or the project manager does not release the Contract Holder from liability.



31.4.5. The supervisor shall inform the Contract Holder of any malfunction caused by the staff involved on the site and hindering the smooth running of the project.
It is the responsibility of the Contract Holder to take all necessary measures to remedy any dysfunction noted.

31.5. Combating undeclared work

31.5.1. The Contract Holder, or each member of the consortium, where applicable, is required to have its staff carry, on the construction site and at all times, a combined identification indicating their name and their employer's name.

31.5.2. The Contract Holder, or each of the members of the consortium, where applicable, is required to establish a comprehensive record of all the persons employed on the construction site.

31.5.3. 31.5.3. This record shall be kept up-to-date and made available to the supervisor and any other competent authority. The Client's representative may request that this record be presented to him/her at any time.

31.5.4. The Contract Holder shall notify its subcontractors that the obligations set out in this article are applicable to them and remains responsible for ensuring compliance with said obligations throughout the duration of the contract.

31.6. Construction sites signage and public traffic

Where the works affect public traffic, signage for use by the public shall be in accordance with the relevant regulatory instructions; it shall be posted, under the control of the competent services, by the Contract Holder, the latter being responsible for the supply and installation of the signs and signalling devices, and without prejudice to the application of Article 31.4.4.

If the performance of the works entails the re-routing of traffic, the Contract Holder shall be responsible, under the same conditions, for installing and maintaining the signalling at the ends of the sections where the traffic is interrupted and the signalling of the diverted routes.

The policing of traffic near the construction sites or at the ends of the sections where the traffic is interrupted and along the diverted routes is the responsibility of the competent services.

The Contract Holder must inform the competent services in writing, at least five days in advance, of the date of commencement of the work, indicating, where applicable, the mobile nature of the construction site. The Contract Holder must, in the same manner and within the same time period, inform the competent services of the disassembly or relocation of the construction site.



31.7. Maintaining communications and water flow

31.7.1. The Contract Holder must conduct the work in such a way as to maintain the communications of any kind crossing the construction site in suitable condition, in particular those relating to the movement of persons, as well as the flow of water, subject to the instructions given, where applicable, in the specific contract documents on the conditions under which restrictions may be placed on such communications and the flow of water.

31.7.2. In the event of the Contract Holder's non-compliance with the above requirements and without prejudice to the powers of the competent authorities, the supervisor may take the necessary measures at the Contract Holder's expense after formal notice has remained ineffective.

In case of emergency or danger, these measures may be taken without prior formal notice.

31.8. Special requirements for work carried out near inhabited, frequented or protected places

Whenever work is carried out near inhabited or frequented places, or should be protected to ensure conservation of the environment, the Contract Holder must take, at his own expense and risk, the necessary measures to reduce, to the extent possible, any nuisances caused to users and neighbours, especially those that may be caused by difficulty of access, noise from machinery, vibrations, fumes and dust.

31.9. Special requirements for work carried out near underground, buried, underwater or overhead structures

Where a special stake-out has been carried out pursuant to Article 27.3, the Contract Holder shall, at least ten days before the commencement of work in the immediate vicinity of the structures concerned, inform the identified facility operators notified to it by the supervisor pursuant to Article 27.3.1.

31.10. Demolition of constructions

31.10.1. The Contract Holder may demolish the constructions located in construction site compounds only after having made the request to the supervisor eight days in advance. Failure to reply within this time limit shall be deemed as granting authorisation.

31.10.2. In the case of sorting or disposal precautions, the Contract Holder shall comply with the requirements of Article 36 and with the special provisions of the contract, where they exist, for the purpose of reuse or any other form of recovery of the materials and products derived from demolition or dismantling.

31.11. Use of explosives

31.11.1. The Contract Holder shall take, under its responsibility, all the precautions necessary so that the use of the explosives does not present any danger to staff or to third parties and does not cause any damage to the properties and structures in the vicinity of the works which are the subject of the contract.



31.11.2. Throughout the entire duration of the work, and in particular after the blasting of mines, the Contract Holder, without being released from the liability provided for in Article 31.11.1, shall regularly examine the embankments and the topsoil in order to dislodge fragments of rock or other materials that might have been shaken, directly or indirectly by the mine blasting.

It must also ensure that no explosive material remains on the construction site and, in the event that such material does remain, remove it.

31.12. Case of apportioned work

In the case of apportioned work requiring coordination, the obligations listed in Article 31 herein shall be divided among the Holders of the different contracts in accordance with the provisions laid down in the specific contract documents.

ARTICLE 32: EXPLOSIVE INSTRUMENTS OF WARFARE

32.1. If the specific contract documents indicate that the place of the works may contain unexploded instruments of warfare, the Contractor shall apply the special search and security measures decreed by the competent authority.

In any case, if an instrument of war is discovered, the Contract Holder must:

- a) Suspend work in the vicinity and prohibit traffic by means of fencing, traffic signs, beacons, etc.;
- b) Immediately inform the supervisor and the authority responsible for the removal of unexploded instruments;
- c) Not resume work until having received authorisation by service order.

32.2. In the event of an accidental explosion of an instrument of war, the Contractor must immediately inform the project manager as well as the competent administrative authorities and take the measures defined in points a and c of Article 32.1.

32.3. The justified expenses incurred by the stipulations of this article 32 shall not be borne by the Contract Holder.

ARTICLE 33: MATERIALS, OBJECTS AND REMAINS FOUND ON THE CONSTRUCTION SITE

33.1. In the event of discovery of materials, objects and remains on the site during the construction work, particularly during excavations or demolitions, the Contract Holder shall be entitled to compensation, if the supervisor requests that it remove them or store them with particular care.

33.2. When the works reveal objects or remains that may be of artistic, archaeological or historical value, the Contract Holder must notify the supervisor and make, jointly with the principal, the regulatory declaration to the mayor of the municipality in whose territory said discovery was made.

Article L. 112-7 of the Building and Housing Code and [Article L. 531-14 of the French Heritage Code](#) impose the obligation to declare the discoveries referred to in this Article 33.2 to the mayor of the municipality.



The Contract Holder must not move these objects or remains without the authorisation of the Client's representative. The Contract Holder must store any objects that have been accidentally detached from the ground in a safe place.

33.3. When the work uncovers human remains, the Contract Holder shall immediately inform the mayor of the municipality in whose territory this discovery was made and shall report it to the supervisor.

33.4. In the cases provided for in Articles 33.2 and 33.3, the Contract Holder shall be entitled to compensation for the documented expenses resulting from these discoveries.

The suspension of work by decision of the cultural affairs department, after the discovery of objects or remains, is a case of deferral of services in accordance with the provisions of Article 49 of this document.

ARTICLE 34: DAMAGE CAUSED TO PUBLIC ROADS

34.1. If, during the works, contributions or repairs are due for damage caused to public roads by road transport or exceptional machine traffic, the charge shall be divided equally between the Contract Holder and the principal.

34.2. However, if the contract stipulates provisions such as mandatory routes, load or speed limits, or periods of closure for such transport or traffic, and if the Contract Holder does not comply with these stipulations, it alone shall bear the charge of the contributions or repairs.

34.3. Similarly, if this transport or traffic is conducted in contravention of the provisions of the Highway Code or orders or decisions taken by the competent authorities concerned with the conservation of public roads, the Holder alone bears the burden of contributions or repairs.

If, after the first day of the month in which the prices are deemed to have been established, the conditions of use of the public roads concerned by such transport or traffic are modified by a regulatory act, and if the Contract Holder considers that these modifications cause an unforeseen damage, it must immediately present its written and reasoned observation to the supervisor, failing which it may not be able to obtain compensation for this damage.

Orders prescribing the implementation of weight limits during thaw conditions cannot be invoked for application of the two preceding paragraphs.

ARTICLE 35: MISCELLANEOUS DAMAGE CAUSED BY THE WORK OR THE CONDITIONS OF ITS PERFORMANCE

35.1. Damages of any kind, caused by the Contract Holder to the staff or property of the principal or that of the Client's representative, as a result of the work or the conditions under which said work is performed, shall be the responsibility of the Contract Holder, unless the latter establishes that such work or said conditions necessarily result from the provisions of the contract or service order requirements.

Damages of any kind, caused by the Client's representative, to the staff or property of the Contract Holder, as a result of performing the contract, shall be borne by the principal.



35.2. The provisions of Article 35.1.1 do not preclude the application of the provisions of Article 34.

ARTICLE 36: MANAGEMENT OF CONSTRUCTION SITE WASTE

36.1. General principles:

The recovery or disposal of the waste created by the works which are the subject of the contract is the responsibility of the principal as the “producer” of waste and the Contract Holder as a “holder” of waste, for the duration of the project.

However, the Contract Holder shall be deemed the “producer” of waste in relation to the packaging of the products that it uses and the waste resulting from its work.

The Contract Holder shall carry out the operations provided for in the specific contract documents in relation to the collection, transport, storage, sorting, where applicable, and removal of the waste created by the works which are the subject of the contract to sites that may receive said waste, in accordance with the regulations in force.

The Client’s representative shall send to the Contract Holder, prior to the performance of the work, any information that he/she deems useful so as to enable the latter to reuse or dispose of the waste in accordance with the regulations in force.

36.2. Control and tracking of construction site waste:

In order that the principal is able to ensure the traceability of the waste and materials from the construction site, the Contract Holder shall provide it with the elements of this traceability, notably through the use of construction waste tracking slips.

As such, the Contract Holder shall submit to the principal, along with a copy to the supervisor, the waste disposal statements signed by both the Contract Holder and the managers of the authorised or approved facilities for the recovery or disposal of waste.

For hazardous waste, the use of a tracking slip in accordance with the regulations in force is mandatory. When it has been determined that the Contract Holder has not removed the waste resulting from demolition or construction, Article 37.2 shall be applied.

ARTICLE 37: REMOVAL OF UNUSED EQUIPMENT AND MATERIALS

37.1. As the work progresses, the Contract Holder shall proceed with the clearing, cleaning and restoration of the sites provided to it by the principal for the performance of the works.

37.2. Failing performance of all or part of these requirements, after service order has remained ineffective and after being put on formal notice by the Client’s representative, any materials, installations, equipment, debris and waste not removed may, upon the expiration of a period of thirty days after the formal notice, be automatically transported, according to their nature, either to a warehouse, or sites able to receive such debris or waste according to their class, at the expense and risks of the Contract Holder, or be sold at public auction.

37.3. The measures defined in Article 37.2 shall be applied without prejudice to any special penalties against the Contract Holder that may have been stipulated in the contract.



ARTICLE 38: TESTING AND CONTROL OF WORKS

The testing and inspection of works, when they are defined in the specific contract documents, are the responsibility of the Contract Holder.

If the supervisor requires other testing or inspection of the works, these shall be carried out at the expense of the principal.

ARTICLE 39: CONSTRUCTION DEFECTS

39.1. When the supervisor presumes that there is a construction defect in a structure, he may, until the expiry of the warranty period and by means of service order, prescribe the appropriate measures so as to identify said defect. These measures may include, as appropriate, the partial or total demolition of the structure.

The supervisor may also execute these measures himself or have them carried out by a third party, but the operations must be carried out in the presence of the Contract Holder or the latter must have been duly summoned to be present while they are carried out.

39.2. If a construction defect is found, the expenses corresponding to the restoration of the entire structure or its compliance with good engineering practice and the specifications of the contract, as well as the expenses resulting from any operations that enabled identification of the defect, shall be borne by the Contract Holder, without prejudice to any compensation which the principal may then claim.

39.3. If no construction defect is found, the Contract Holder shall be reimbursed for the expenses defined in Article 39.1, if it has borne them.

ARTICLE 40: DOCUMENTS PROVIDED AFTER EXECUTION

In addition to the documents that it is required to provide before or during execution of the work pursuant to Article 29.1, the Contract Holder shall submit to the supervisor:

- at the latest when it requests final acceptance of the works in accordance with Article 41.1: the installation specifications, the operating instructions, the maintenance requirements for the equipment used, the manufacturers' warranty conditions associated with this equipment, as well as the records of waste disposal;
- within one month of the date of notification of the decision to accept the works: the other elements of the as-built record (*dossier des ouvrages exécutés*, DOE) and the documents necessary for preparing the post-construction works file (*dossier des interventions ultérieures sur l'ouvrage*, DIUO).

A copy of the documents necessary for preparing the post-construction works file shall also be sent to the health and safety coordinator.

Failure to issue the documents referred to in Article 40 hereto within the above deadlines shall result in the application of the penalties provided for in the specific contract documents.

These documents shall be provided in triplicate, including one on a medium that allows reproduction, except for photographic documents; if they are provided in electronic form, they shall conform to the format and characteristics defined in the contract.



The content of the as-built record is set out in the specific contract documents; it shall include, at least, the execution plans corresponding to the executed works prepared by the Contract Holder, the operating instructions and the maintenance instructions.

The post-construction works file shall include the data necessary to facilitate the prevention of occupational risks during subsequent interventions and, in particular, during maintenance of the constructions.

If they are sent in electronic form, all the documents of the as-built record and those necessary for preparing the post-construction works file must be secure, identifiable and interoperable with the design and calculation software of the supervisor and the principal as specified in the specific contract documents.

CHAPTER 5: ACCEPTANCE AND WARRANTIES AND GUARANTEES

ARTICLE 41: ACCEPTANCE

41.1. The Contract Holder shall notify both the principal and the supervisor, in writing, of the date on which it believes that the work has been completed or will be completed.

The supervisor shall proceed with the steps prior to the acceptance of the work within a period of twenty days as from the later of either the date of receipt of the notice mentioned above, or the date indicated in this notice for the completion of the work, after the Contract Holder has been summoned to be present.

41.1.1. The Client's representative, informed by the supervisor of the date of these operations, may be present or be represented during the acceptance of the work. The report provided for in Article 41.2 shall mention either the presence of the Client's representative or, in his/her absence, the fact that the supervisor had notified him/her.

In the event that the Contract Holder is not present during these operations, this shall be mentioned in the report, a copy of which shall be sent to him.

41.1.2. In the event that the supervisor has not fixed the date of these operations within the deadline provided, the Contract Holder shall inform the Client's representative of this by registered letter with acknowledgement of receipt. The latter shall set the date of the operations prior to final acceptance, at the latest, within thirty days after receipt of the letter sent by the Contract Holder, and shall notify the Contract Holder and the supervisor. He/she shall also inform them that he/she will be present or represented on the date inspections and assisted, if he deems it necessary, by an expert, so that the following special provisions can be implemented:

- if the supervisor duly summoned is not present or represented on the date set, this absence shall be noted and the operations prior to the final acceptance shall be carried out by the Client's representative and his/her assistant, if applicable;
- the same applies if the supervisor, present or represented, refuses to perform these operations.

41.1.3. Should the Client's representative fail to set this date, the works shall be deemed accepted upon expiry of the aforementioned thirty-day period.

41.2. The operations prior to the acceptance decision include, as necessary:



- recognition of the works executed;
- any testing provided for in the contract;
- any declaration of non-performance of the services provided for in the contract;
- the verification of the conformity of the installation conditions of the equipment to the suppliers' specifications conditioning their guarantee;
- any declaration of imperfections or defects;
- declaration of the disassembly of the construction site facilities and restoration of the land and premises;
- declarations relating to the completion of the work.

These operations shall be the subject of a report drawn up on the spot by the supervisor and signed by supervisor and by the Contract Holder. If the Contract Holder refuses to sign the report, this shall be mentioned. A copy shall be provided to the Contract Holder.

Within five days of the date of the report, the supervisor shall inform the Contract Holder whether or not it has proposed that the Client's representative declare acceptance of the works and, if so, the date of completion of the work that it has proposed to use, as well as any reservations that it may have proposed be attached to the statement of final acceptance.

In the event that the supervisor fails to comply with the five-day period mentioned in the preceding paragraph, the Contract Holder may send a copy of the report to the Client's representative, in order to enable him/her to declare the acceptance of the works, as appropriate. If Article 41.1.2 is applied, the report shall be drawn up and signed by the Client's representative who shall notify the supervisor. A copy shall be given to the Contract Holder.

41.3. In view of the record of operations prior to the final acceptance and the supervisor's proposals, the principal shall decide whether or not the final acceptance of the work shall be pronounced or pronounced with reservations. If the principal pronounces final acceptance, it shall set the date used for the completion of the work. The decision thus taken shall be notified to the Contract Holder within thirty days of the date of the report.

The acceptance shall take effect on the date set for the completion of the work.

Except in the case provided for in Article 41.1.3, in the absence of a decision by the principal notified within the period specified above, the supervisor's proposals shall be binding on the principal and on the Contract Holder.

41.4. In the event that certain tests must, in accordance with the provisions of the specific contract documents, be carried out after a fixed period of operation of the works or certain periods of the year, acceptance may be declared subject to the successful conclusion of these tests only.

If such tests, carried out during the warranty period defined in Article 44.1, are inconclusive, acceptance shall be postponed.

41.5. If it appears that certain services provided for in the specific contract documents and still pending payment have not been performed, the supervisor may decide to declare acceptance, provided that the Contract Holder agrees to perform these services within a period not exceeding three months. The recording of the performance of these services shall be the subject of a report drawn up under the same conditions as the report of the operations prior to acceptance provided for in Article 41.2.



41.6. When acceptance is subject to reservations, the Contract Holder must remedy the corresponding imperfections and defects within the time set by the Client's representative or, in the absence of such a deadline, three months before the expiration of the warranty period defined in Article 44.1. If this work is not completed within the prescribed time period, the supervisor may have it performed at the expense and risk of the Contract Holder, after formal notice has remained ineffective.

41.7. If certain works or parts of works do not fully comply with the specifications of the contract, provided that the imperfections noted are unlikely to affect the safety, behaviour or use of the works, the principal may, given the insignificance of the imperfections and the difficulties posed in terms of compliance, opt not to order the repair of the works deemed to be defective and offer the Contract Holder a price reduction.

If the Contract Holder accepts the discount, the imperfections motivating said discount shall thus be accounted for and acceptance shall be pronounced without reservations.

Otherwise, the Contract Holder shall remain obliged to repair these imperfections, with acceptance being pronounced subject to their repair.

41.8. Any taking of possession of the works by the principal must be preceded by acceptance thereof. However, in the case of urgency, possession may be taken prior to acceptance of the works, subject to the prior establishment of a joint inventory.

ARTICLE 42: PARTIAL ACCEPTANCE

42.1. Establishment in the contract, for a stage of works, a structure or a part of a structure, of a period of performance that is different from the period of performance of the entirety of the works, entails partial acceptance of this stage of works or of this structure or this part of the structure. The provisions of Article 41 shall apply to partial acceptances, subject to Articles 42.3 and 42.4.

42.2. The principal's taking possession of certain works or parts of works, before completion of the entirety of the works, must be preceded by a partial acceptance, the conditions of which shall be established by the specific contract documents and notified by service order. These conditions must at least include the joint establishment of an inventory.

42.3. For stages of work, structures or parts of structures that have given rise to a partial acceptance, the warranty period runs from the effective date of said partial acceptance.

42.4. In all cases, there is a single general statement of account for the entirety of the works, and the notification of the last partial acceptance decision triggers the time period provided for in Article 13.3.2.

42.5. Furthermore, in all cases, the general provisions related to the release of the securities are applicable only upon the expiry of the warranty period for the entirety of the works.

ARTICLE 43: MAKING CERTAIN STRUCTURES OR PARTS OF STRUCTURES AVAILABLE



43.1. This Article applies where the contract, or a service order, requires the Contract Holder to make, for a certain period, certain structures or parts of structures, not yet completed, available to the principal without the latter taking possession of them, in particular to enable the principal to carry out works other than those which are the subject of the contract, or have them carried out by other contractors.

43.2. Before making these structures or parts of structures available, an inventory shall be drawn up jointly between the supervisor and the Contract Holder.

The Contract Holder has the right to monitor the works not included in his contract which concern the structure or parts of structures thus made available to the principal. It may make reservations if it considers that the characteristics of the structures do not allow this work to be carried out or that this work risk deterioration of the structures. These reservations must be justified in writing and sent to the supervisor.

When the period of availability is over, a new joint inventory shall be drawn up.

43.3. Subject to the consequences of defects attributable to it, the Contract Holder is not responsible for the custody of the structures or parts of the structures for the entire period during which they are made available to the principal.

ARTICLE 44: CONTRACTUAL WARRANTIES

44.1. Warranty period

The warranty period is, unless extended in accordance with Article 44.2, one year from the effective date of acceptance.

During the warranty period, in addition to the obligations that may result from the application of Article 41.4, the Contract Holder shall be bound by a so-called “obligation of final completion”, under which it must:

- a) Carry out any completion or recovery work or services provided for in Articles 41.5 and 41.6;
- b) Remedy all the defects indicated by the principal or the supervisor, such that the structure corresponds the state in which it was at the time of acceptance or after correction of the imperfections noted during acceptance;
- c) Perform, if necessary, the structural reinforcements or modifications, the need for which became apparent upon completion of the testing performed in accordance with the provisions set out in the specific contract documents;
- d) Submit to the supervisor the as-built engineering-structure plans under the conditions specified in Article 40.

The expenses corresponding to the additional works prescribed by the principal or the supervisor to remedy the deficiencies set out in b and c above are the responsibility of the contractor only if the cause of these deficiencies are attributable to it.

The obligation of final completion does not extend to the work necessary to remedy the effects of usage or normal wear and tear.

At the end of the warranty period, the Contract Holder shall be released from its contractual obligations, with the exception of the special warranties that may be provided for in the specific contract documents.

Any securities that have been established shall be released under the regulatory conditions. If the Client's representative obstructs the release of the securities, he/she shall simultaneously inform the Contract Holder by any means allowing a certain date to be given.



44.2. Extension of the warranty period

If, upon expiry of the warranty period, the Contractor has not carried out the work and services set out in Article 44.1 or carried out those required, if any, in application of Article 39, the warranty period may be extended by decision of the Client's representative until completion of the works and services, whether these are performed by the Contract Holder or *ex officio* in accordance with the provisions of Article 41.6.

The starting point for liability arising from these principles shall be the effective date of acceptance, or, for structures or parts of structures which have been partially accepted in accordance with Article 42, on the effective date of this partial acceptance.

CHAPTER 6: TERMINATION OF THE CONTRACT AND INTERRUPTION OF WORKS

ARTICLE 45: GENERAL PRINCIPLES

The Client's representative may terminate the performance of the services which are the subject of the contract before the completion of said services, either by personally or through his/her representative under the conditions provided for in Article 46.2, either due to the fault of the Contract Holder under the conditions provided for in Article 46.3, or in the event of the special circumstances referred to in Article 46.1.

The decision to terminate the contract is notified to the Contract Holder. Subject to the special provisions referred to in Article 47, termination shall take effect on the date set in the decision to terminate the contract or, failing that, on the date of its notification.

The contract shall be settled in accordance with the provisions of Articles 13.3 and 13.4, subject to the provisions of Article 47.

Article 46 determines, depending on the circumstances, whether or not the Contract Holder is entitled to compensation as a result of the decision to terminate the contract.



ARTICLE 46: CASE OF TERMINATION OF THE CONTRACT

46.1. Termination due to events not included in the contract

46.1.1. Death or civil incapacity of the Contract Holder.

In the event of death or civil incapacity of the Contract Holder, the Client's representative may terminate the contract or accept its continuation by the successors or the administrator. A transfer amendment shall be established for this purpose.

The termination, if pronounced, shall take effect on the date of death or civil incapacity. It does not entitle the Contract Holder or its successors to any compensation.

46.1.2. Insolvency proceedings and bankruptcy

In the event of insolvency proceedings, if the court appointed administrator states that he is unable to fulfil the contractor's obligations, under the conditions set out in Article L. 622-13 of the French Code of Commerce, the contract is terminated.

In the event of the Contract Holder's bankruptcy, if the court appointed liquidator states that he is unable to fulfil the contractor's obligations, under the conditions set out in Article L. 641-10 of the French Code of Commerce, the contract is terminated.

The termination, if pronounced, shall take effect on the date of the event. It does not entitle the Contract Holder to any compensation.

46.1.3. Physical incapacity of the Contract Holder.

In case of manifest and long-term physical incapacity of the Contract Holder, compromising the smooth performance of the contract, the principal may terminate the contract. Termination of the contract shall not entitle the Contract Holder to any compensation.

46.2. Termination by the Client's representative or his/her agent:

46.2.1. Due to late service order.

In the case where the contract provides for the work to commence on a service order following notification of the contract, if this service order has not been notified within the deadline fixed by the contract or, in the absence of such a deadline, within six months of notification of the contract, the Contract Holder may:

- either propose to the Client's representative a new start date for performance of the services under the contract; the services shall then be performed under the economic conditions of the contract as it was notified; if the Client's representative refuses the Contract Holder's proposal, the latter may request the termination of the contract in writing;
- or request the termination of the contract in writing.

When termination is requested by the Contract Holder pursuant to this article, it cannot be refused.

If, having received the order to commence the work, the Contract Holder has not, within a period of fifteen days, refused to execute this order and proposed a new date of commencement or requested the termination of the contract, it shall be deemed, by its failure to pronounce, as having agreed to perform the services on the initial terms of the contract.

When the termination is pronounced at the request of the Contract Holder pursuant to this article, the latter shall be compensated for the costs and investments it may have incurred for the contract and necessary for its performance. To this end, it must submit a duly justified written request within two months of notification of the decision to terminate the contract.

46.2.2. After deferral or interruption of works.

Under Article 49, the contract may be terminated. This termination shall entitle the Contract Holder to compensation.

46.3. Termination due to fault of the Contract Holder:



46.3.1. The Client's representative may terminate the Contract due to fault by the Contract Holder in the following cases:

- a) The Contract Holder contravenes any legal or regulatory obligations relating to the work or the protection of the environment;
- b) The Contract Holder has refused to present or return the buildings, grounds, materials, construction products, equipment and supplies entrusted to it, or has degraded or abused such buildings, grounds, materials, equipment and supplies;
- c) The Contract Holder, under the conditions set out in Article 48, has not fulfilled its obligations within the contractual deadlines, after the breach has been subject to a joint inspection and an opinion of the supervisor, and if the Contract Holder has not been authorised by service order to resume performance of the work; in this case, the termination of the contract decided upon may or may not be at the expense and risk of the Contract Holder and, in the latter case, the provisions of Articles 48.4 to 48.7 shall apply;
- d) In the case where the contract provides for cost control, the Contract Holder has breached its obligations;
- e) The Contract Holder has subcontracted work in contravention of the laws and regulations relating to subcontracting, or it does not fulfil the obligations relating to subcontractors set out in Article 3.6;
- f) The Contract Holder has not produced the insurance certificates under the conditions provided for in Article 9;
- g) The Contract Holder declares, irrespective of the cases provided for in Article 46.1.1, that it is unable to fulfil his obligations;
- h) The Contract Holder has not communicated the changes mentioned in Article 3.4.2 and these changes are likely to jeopardize the proper performance of the contract;
- i) The Contract Holder has engaged in fraudulent acts during the performance of the contract;
- j) The Contract Holder or the subcontractor does not fulfil the obligations relating to confidentiality, protection of personal data, or security, in accordance with Article 5;
- k) Subsequent to the signing of the contract, the Contract Holder has been prohibited from practising any industrial or commercial profession;
- l) Subsequent to the signing of the contract, the information or documentation produced by the Contract Holder, in support of its application or required prior to the award of the contract, prove to be inaccurate.

46.3.2. Except in the cases provided for in g, i, k and l of 46.3.1 above, a formal notice, together with a period of performance, must have been previously notified to the Contract Holder and have remained ineffective. As part of the formal notice, the Client's representative shall inform the Contract Holder of the proposed penalty and invite it to submit its comments.

46.3.3. The termination of the contract does not preclude the exercise of civil or criminal proceedings that may be brought against the Contract Holder.



ARTICLE 47: LIQUIDATION OPERATIONS

47.1. Conditions for performance

47.1.1. In the event of termination, the Contract Holder or his successors in title, guardian, administrator or administrator, duly summoned under the conditions provided for in the specific contract documents, shall make the inspections relating to the works and parts of works executed, the inventory of materials as well as the descriptive inventory of equipment and site facilities. A report of these operations shall be drawn up under the conditions provided for in Article 12.

This report shall include the opinion of the supervisor on the conformity of the works or parts of works executed with the provisions of the contract.

This report is signed by the supervisor. It shall imply acceptance of the works and parts of works executed, with effect from the effective date of termination, both for the starting point of the warranty period defined in Article 44 and for the starting point of the period prescribed in Article 13.3.2 for the final settlement of the contract.

47.1.2. Within ten days of the date of signing of this report, the Client's representative shall determine the measures to be taken before the closure of the site to ensure the conservation and safety of the works or parts of works executed. These measures may include the demolition of certain parts of structures.

Should the Contract Holder fail to perform these measures within the time allotted by the Client's representative, the supervisor shall have them executed *ex officio*.

Except in cases of termination entitling the right to compensation, these measures are the responsibility of the Contract Holder.

47.1.3. The principal has the right to buy back, in whole or in part:

- the temporary constructions built under the contract and useful for the execution of the contract;
- materials, construction products, equipment, software packages, software and tools supplied, purchased or created for the purposes of the contract, to the extent that it is needed for the site.

The principal also has the right, for the continuation of the works, either to buy back or to keep at its disposal the equipment specially constructed for the execution of the contract.

In the event of application the two preceding paragraphs, the repurchase price of the temporary constructions and equipment shall be equal to the unamortised portion of their value. If the equipment is kept available, its rental price shall be determined based on the unamortised portion of its value. The materials, construction products, equipment, software packages, software and tools supplied, purchased or created shall be bought back at the contract prices or, failing that, at those resulting from the application of Article 14.

47.1.4. The Contract Holder shall be required to evacuate the premises within the time frame set by the supervisor.

47.2. Settlement statement



47.2.1. In the case of termination of the contract, the accounts shall be settled. The contract settlement statement, which replaces the general statement of account provided for in Article 13.4.2, shall be drawn up at the decision of the Client's representative and notified to the Contract Holder.

47.2.2. The settlement statement shall include:

a) Debited to the Contract Holder:

- the amount of the sums paid as advances and instalments;
- the value, fixed by the contract and any amendments thereto, of the resources entrusted to the Contract Holder that the latter is unable to return as well as the value of recovery of the resources which the principal assigns to the Contract Holder amicably; — the amount of the penalties;
- where applicable, any additional costs arising from contracts entered into by the Contract Holder at its own risk and expense in the circumstances specified in Article 48.

b) Credited to the Contract Holder:

- the contractual value of the work performed, including, where applicable, default interest;
- the amount of the buybacks or rentals resulting from the application of Article 47.1.3;
- where applicable, the amount of compensation resulting from the application of Articles 46.2 and 46.4.

47.2.3. The settlement statement shall be notified to the Contract Holder by the supervisor no later than two months following the date of signature of the report provided for in Article 47.1.1. However, when the contract is terminated at the expense and risk of the Contract Holder, the settlement statement of the terminated contract shall be notified to the Contract Holder only after final settlement of the new contract awarded for completion of the works. In this case, a temporary settlement of the contract may be carried out, in accordance with the regulations in force.

ARTICLE 48: ENFORCEMENT MEASURES

48.1. Except in the cases provided for in Articles 15.2.2, 15.4 and 47.2, where the Contract Holder fails to comply with the provisions of the contract or the service orders, the Client's representative shall put it on formal notice to comply with them, within a set deadline, by a decision notified in writing to the latter.

This deadline, except for contracts related to defence or in case of emergency, shall not be less than 15 days from the date of notification of said formal notice.

48.2. If the Contract Holder has not complied with the formal notice, the continuation of the work may be ordered, at its expense and risk, or the termination of the contract may be decided upon.

48.3. To ensure the continuation of the work, in place of the Contract Holder, with the latter being present or having been duly summoned to be present, a statement of the works executed and the existing supplies as well as the descriptive inventory of the Contract Holder's equipment shall be established and the part of said equipment which is not useful for the completion of the works shall be handed over to the Contract Holder. Within one month following notification of the decision to continue the work, in place of the Contract Holder, the latter may be authorised by service order to resume execution of the work if it proves it has the necessary means to successfully complete the work.

After expiry of this period, the termination of the contract shall be pronounced by the Client's representative.



48.4. In the event of termination of the contract at the expense and risk of the Contract Holder, the measures taken pursuant to Article 48.3 shall be borne by the latter. For the completion of the works in accordance with the regulations in force, a contract shall be concluded with another contractor. This substitute contract shall be sent for information purposes to the defaulting Contract Holder. As an exception to the provisions of Article 13.4.2, the general statement of account of the terminated contract shall be notified to the Contract Holder only after final settlement of the new contract awarded for the completion of the works.

48.5. The Contract Holder, whose works are subject to the provisions of Articles 48.2 and 48.3, is authorised to monitor their execution without being able to interfere with the orders of the supervisor or its representatives. The same applies in the case of a new contract concluded at the expense and risk of the Contract Holder.

48.6. Any excess expenditure resulting from the new contract, concluded after the decision to terminate the contract provided for in Article 48.2 or 48.3, shall be borne by the Contract Holder. They shall be deducted from any sums which may be owed to it or, failing that, from any of its securities, without prejudice to the rights to be exercised against it in the event of deficiency. The Contract Holder may not benefit, even partially, from any decrease in expenses.

48.7. In the case of a contract concluded with a joint-liability consortium the representative of which is jointly and severally liable for each of the members, the following specific provisions shall apply:

48.7.1. If one of the members of the consortium does not comply with the obligations defined in 48.1 which is incumbent on it for the performance of the services attributed to it, the Client's representative shall put it on formal notice to perform the services according to the conditions defined in Article 48.1, with the decision being sent to the representative.

The formal notice shall have effect, without the need for any express reference to the representative. The representative shall be required to replace the member of the defaulting consortium for the execution of the work in the month following the expiry of the deadline given to said member, if the latter has not complied with the formal notice.

Otherwise, the enforcement measures provided for in Article 48.2. may be applied to both the member of the defaulting consortium and to the representative.

48.7.2. If the representative fails to comply with its obligations as agent and coordinator of the other members of the consortium, it shall be put on formal notice to comply with the terms and conditions set out in Article 48.1.

If this formal notice remains ineffective, the Client's representative shall invite the joint contractors to appoint another representative from among the other members of the consortium, within one month.

The new representative, once appointed, shall substitute the former agent in all its rights and obligations, by means of an addendum to the contract.

48.7.3. Where the representative fails, not only in its role as agent but also in the performance of the work assigned to it, the following provisions shall apply.

If the other members of the consortium expressly agree, one of the other members of the consortium may substitute the representative in the performance of the services allocated to it. A new representative shall then be appointed in accordance with the conditions set out in Article 48.7.2.

In the absence of the agreement of the other members of the consortium, the Client's representative shall be required to award a new contract for the performance of the portion of the work not performed by the representative. In such a case:



- if the other members of the consortium express the wish to do so, they may continue their work within the framework of a consortium including them alone. A new representative shall then be appointed in accordance with the conditions set out in Article 48.7.2.
- An addendum shall then designate the part of the services excluded from the contract, those remaining to be provided by each member of the smaller consortium, and the new representative of said consortium;
- if the members of the consortium do not wish to continue performing the work, the Client's representative shall terminate the entire contract.

ARTICLE 49: DEFERRAL AND INTERRUPTION OF WORKS

49.1. Deferral of works

49.1.1. The Client's representative may decide to defer the work. In such a case, in accordance with the terms and conditions indicated in Article 12, a statement of the works and parts of works executed and the materials supplied shall be established.

The Contract Holder, who retains custody of the site, shall be entitled to compensation for the costs it incurs as a result of this custody and for the loss it may have suffered as a result of the deferral.

A tideover allowance pending resumption of work may be fixed in accordance with the conditions provided for in Articles 14.3. and 14.4.

49.1.2. If, as a result of a deferral or several successive deferrals, the work has been interrupted for more than one year, the Contract Holder shall be entitled to have the contract terminated, unless, after having been informed in writing of a duration of postponement which results in the one-year period indicated above being exceeded, it has not, within a period of fifteen days, requested termination of the contract.

49.2. Interruption of works

49.2.1. In the event that two successive instalment have not been paid, the Contract Holder may, thirty days after the date of submitting the draft statement of account for the payment of the second of these instalments, notify the Client's representative, by registered letter with acknowledgement of receipt, of its intention to interrupt the work after a period of one month. If, within this period, the Contract Holder has not been notified by registered letter with acknowledgement of receipt of a decision ordering the continuation of the work, the Contract Holder may interrupt the work.

49.2.2. In the event that the continuation of the work has been ordered and without prejudice to the Contract Holder's possible right to compensatory payment, the interest due to it as a result of the delay in the payment of the monthly instalments shall be increased by 50% from the date of receipt of the registered letter referred to in the second paragraph of 49.2.1.

49.2.3. If the Contract Holder has lawfully interrupted the work pursuant to Article 49.2.1, the deadlines for performance of the services shall be automatically extended by the number of days between the date of the interruption of works and the payment date of the overdue instalments. If payment of at least the first of the overdue instalments is not made within six months after the actual interruption of the work, the Contract Holder shall be entitled not to resume the work and to request in writing the termination of the contract.



CHAPTER 7: DISPUTES AND LITIGATION

ARTICLE 50: SETTLEMENT OF DISPUTES AND LITIGATION

The Client's representative and the Contract Holder shall make every effort to settle any dispute concerning the interpretation of the provisions of the contract or the performance of the services which are the subject of the contract in an amicable manner.

49.3. Written submission of claim

49.3.1. If a dispute arises between the Contract Holder and the supervisor, in the form of reservations made to a service order or in any other form, or between the Contract Holder and the Client's representative, the Contract Holder shall prepare a written submission of claim.

In its written submission of claim, the Contract Holder shall explain the reasons for the dispute, indicating, as appropriate, the amounts of its claims and providing the necessary supporting documentation corresponding to these amounts. It shall send its submission of claim to the Client's representative and shall also send a copy to the supervisor.

If the claim relates to the general statement of account of the contract, said written submission shall be sent within the period of forty-five days from notification of the general statement of account.

The written submission shall reproduce the claims made prior to notification of the general statement of account and which have not been paid in full, failing which it will be barred

49.3.2. After consulting the supervisor, the Client's representative shall notify the Contract Holder of its reasoned decision within forty-five days from the date of receipt of the written submission of claim.

49.3.3. Failure to notify a decision within this period is equivalent to rejecting the Contract Holder's request.

49.4. Where the Client's representative has not responded or has not responded favourably to a request by the Contract Holder, the final settlement of the dispute shall be subject to the procedures set out in Articles 50.3 to 50.6.

49.5. Litigation

49.5.1. At the end of the procedure described in Article 50.1, if the Contract Holder refers a matter to the competent court, it may only bring before said court the charges and grounds set out in the written submissions of claim.

49.5.2. For claims resulting from the general statement of account of the contract, the Contract Holder shall have six months from the date of notification of the decision made by the Client's representative pursuant to Article 50.1.2, or the implied decision of dismissal in accordance with Article 50.1.3, to bring its claims before the competent court.

49.5.3. After this period, it shall be deemed to have accepted this decision and any complaint shall be inadmissible.



49.6. Recourse to mediation or arbitration

The parties may, by mutual agreement, resort to mediation in the manner they deem fit.

The referral to a mediator or a court of arbitration shall suspend the appeal periods provided for in this document until the notification of the decision taken after mediation, the mediator's declaration of the failure of its mission or notification of the court of arbitration's decision.

49.7. Settlement of disputes and litigation in the case of a group of contractors acting jointly

Where the contract is made with a group of contractors acting jointly, the representative shall represent each of them in dealings with the Client's representative, for the purposes of the provisions of this Article up to the date, as defined in Article 44.1, on which the contractual obligations end; at that point, each member of the consortium shall then only be authorised to pursue disputes concerning it, with the exception of the provisions of Article 13.5.2.

ARTICLE 51: ATTRIBUTION OF JURISDICTION

If however, the parties cannot reach an agreement, for any dispute that may arise relating to the interpretation or performance of the contract, exclusive jurisdiction is assigned to the Commercial Court of Paris, notwithstanding multiple defendants or third-party claims, even for urgent or preventive measures, by application for summary proceedings or by petition.
