

## **1. INTRODUCTION**

These General Terms and Conditions of Lease (abbreviation “GTCL”) are based on the business practices of the different trades grouped within the Syndicat des Équipements pour Construction, Infrastructures, Sidérurgie et Manutention.

The General Terms and Conditions of Lease apply to the lease of equipment (hereinafter referred to by the term “Equipment”) and to all the contractual relations between PCI SCEMM (hereinafter referred to as the “Lessor”) and the person renting the Equipment (hereinafter referred to by the term “Lessee”), the latter being referred to collectively or individually by the term “Parties” or “Party”.

These General Terms and Conditions of Lease aim to set a framework for the Lease of the Equipment such as identified and named by the Parties in the Special Terms and Conditions of Lease drawn up among them.

The Lessee shall freely select the Equipment as well as declares being an experienced user thereof and that it will use it exclusively for its professional activities and that it shall have custody of it within the meaning of article 1242 of the Civil Code.

Should the Parties agree on the lease of the Equipment, the Lessor hereby commits to lease the Equipment ordered in working order to the Lessee, upon the latter’s request. The Lessor commits to handover the Equipment along with the accessories enabling the Lessee to use it normally.

The Equipment subject to the Lease and its accessories are identified accurately in the Special Terms and Conditions of Lease which include the Equipment Lease offer, the delivery slip or Equipment removal slip.

The Lessee is entitled to use the Equipment against the payment of a rent.

Any derogation to the General Terms and Conditions of Lease set out hereinafter must be subject to the express written agreement of the Lessor in agreement with the Lessee.

## **2. Definitions**

**Lease:** refers to the operation consisting for the Lessor to confer upon the Lessee a right to use an Equipment unit, during a set time frame and against the payment of a “rent”.

**Special Terms and Conditions of Lease:** refers to all the contractual provisions established specifically among the Parties with regard to the Lease of the Equipment. They include in particular the Equipment Lease offer issued by the Lessor and accepted by the Lessee, as well as the delivery slip or Equipment removal slip.

**(Lease) Contract:** includes the Special Terms and Conditions of Lease, the appendices referenced in the Special Terms and Conditions of Lease, any amendments that may be signed by the Parties after the conclusion of the Lease Contract, as well as the General Terms and Conditions of Lease and any amendments thereto. Should there be any contradiction between the above-listed documents, it is agreed that they shall prevail over one another in the order listed in this Definitions clause.

**Provision:** such as defined under Article 5 of these General Terms and Conditions of Lease.

**Maintenance:** refers to all the technical, administrative and management actions conducted during the Equipment life cycle, aimed at maintaining it or restoring it to a condition in which it can accomplish the required function(s).

**Preventive Maintenance** consists in intervening on an Equipment unit before it fails in order to attempt to prevent any breakdown or malfunction.

**Corrective Maintenance** consists in repairing an Equipment unit after a failure, breakdown or malfunction. "Repair" consists in restoring the Equipment to a condition in which it can accomplish the required function(s).

**Servicing:** includes the operations aiming at maintaining the condition of the *Equipment structure*, and keeping the Equipment in good operating condition. *See Clause 11 "Servicing"*

**Damage Claim:** refers to any circumstance set out in the insurance policy the occurrence of which generates for the insurance firm or insurer the performance of the agreed services to the benefit of the policy holder. The Damage Claim may either be total or partial: the Equipment is considered as being subject to a **Partial Damage Claim** when, on the day of occurrence, the cost of the required repairs amounts to less than the sum of outstanding rent payments along with the buy-back value at the end of the Lease term. Any other damage is a **Total Damage Claim**.

**General Periodic Checks (GPC):** refers to the inspection of all the safety elements through visual checks and operating tests imposed by law in compliance with the Labour Code, making possible to observe in useful time any deterioration likely to create hazards. The result of these checks are entered in the safety register.

**Equipment:** refers to any equipment or system for building, infrastructures, metallurgy or handling to be leased by the Lessor to the Lessee in application of the Lease Contract drawn up between them.

**Transfer of Risks:** risks are serendipitous events for which neither of the Parties to the Contract may be held liable. The unpredictable occurrence of these events is likely to harm either people or goods, or even both at the same time (examples: accident, deterioration, destruction, theft, fire, loss, etc.). The transfer is the time at which the burden of risk for the Equipment and its accessories is transferred from one Party to the other.

### **3. Term of the Lease and Duration of Use.**

#### ***Term of the Lease:***

The term of the Equipment Lease is set out in the Special Terms and Conditions of Lease. The Term of the Lease starts to run on the Equipment Provision day to the Lessee, at the location agreed by the Parties, unless provided otherwise in the Special Terms and Conditions of Lease. This Term shall end upon its expiry, date on which the Lessee must imperatively return the Equipment to the Lessor, at the location and under the terms and conditions drawn up by the Parties. The Lessee must send a registered letter with acknowledgement of receipt to the Lessor at least FIFTEEN (15) business days before the Lease term expires, in order to request the latter to collect the Equipment. Should the Lessee fail to expressly solicit the Lessor within the above time frame, and in order to avoid the automatic renewal of the Contract such as described below, the Lessor may notify the Lessee of its firm intent to recover its Equipment by registered letter with acknowledgement of receipt, and implement all means necessary to retrieve the Equipment at the Lessee's expense.

Any change to the Lease term must be subject to a new agreement among the Parties.

On the expiry of the Lease term, in the absence of any new agreement among the Parties, and should neither Party have solicited the return of the Equipment within the conditions set out above, if the Equipment remains available to the Lessee and its full return was not

carried out on that date, the Lease Contract shall be automatically renewed with the same obligations and conditions, for the same Lease term as that determined initially in the Special Terms and Conditions of Lease, and so on, failing any termination by either Party within the terms and conditions set out hereinafter. It is specified that the security deposit paid by the Lessee to the Lessor under the Lease Contract shall be maintained in the even of the Contract's automatic renewal. It is specified that if the Equipment has not been fully returned and if the Lessor has notified its firm intent to recover the Equipment, the effects of the automatic Contract renewal shall be discarded.

Should the Lease Contract be automatically renewed, it may only be terminated by either Party subject to informing the other Party of its wish to put an end to it by registered letter with acknowledgement of receipt sent at least FIFTEEN (15) business days before the expiry date of the Lease Term set out in the automatically renewed Contract.

***Duration of Use:***

The Lessee undertakes to use the Equipment within the limit of the maximum number of hours per year set out in the Special Terms and Conditions of Lease.

***If the Set Hours of Use are Exceeded:***

The Lessor reserves the right to invoice a surcharge for the additional hours, and obtain compensation for any direct and indirect consequences on the Equipment that may result due to exceeding the number of hours of use set out in the Special Terms and Conditions of Lease.

**4. Location of Use**

The Equipment must be used by the Lessee in its installation location only, unless the Lessor agrees for it to be moved beforehand.

If agreed by the Lessor, the Equipment must imperatively be transported from its installation location by the Lessor, at the Lessee's expense.

The Lessee must maintain the installation location in the same condition as upon the Equipment's installation. Any substantial degradation of the premises and/or works conducted around the Equipment's installation location, that may have an impact on the proper operation of the Equipment and its perfect upkeep, must be immediately reported to the Lessor, which may then terminate the Lease early with the Lessee at fault.

The Lessee's failure to comply with the rules set out above may justify the early termination of the Lease Contract upon the Lessor's initiative, with the Lessee at fault, in compliance with the termination provisions set out in the "Early Termination" clause, without any prejudice to the Lessor's right to obtain the payment of any damages by the Lessee.

**5. Provision of the Equipment**

The delivery and installation of the Equipment shall be conducted by the Lessor, to the Lessee's expense. The Lessee shall be in charge of connecting the Equipment to its plant utilities, under its own liability.

Similarly, upon the expiry of the Lease term or should the Contract be terminated: the disassembly, shimming, preparations for transport and transport of the Equipment shall be conducted by the Lessor, at the Lessee's expense, it being reminded that a notice period of at least FIFTEEN (15) business days must be observed for the Lessor in order for the latter to organise its intervention. The Lessee shall be in charge of disconnecting the Equipment from its plant utilities, under its own liability.

The specific conditions in which the Equipment shall be installed in the Lessee's plant (such as on-site delivery, craning, receiving slab, etc.) are set out in the Special Terms and Conditions of Lease.

## **6. Acceptance of the Equipment**

The Acceptance of the Equipment shall operate when the latter is handed over to the Lessee in compliance with the standard business practices. Steps should be taken to ensure the competent personnel of the Lessee is present during the Acceptance. The Lessee undertakes to ensure only one authorised person shall sign the acceptance slip.

The Lessee may only refuse the Acceptance if the Equipment delivered appears faulty or non-compliant with what was agreed upon by the Parties. In this case, the Lessee must establish immediately, and within THREE (3) days maximum after Delivery, a duly justified acceptance refusal statement, and notify this immediately to the Lessor by any means ensuring perfect receipt by the latter. Failing such a statement, the Equipment shall be deemed delivered and accepted in compliance with the agreement between the Parties, and without any apparent defects.

The Lessee undertakes to refrain from abusively refusing to Accept the Equipment.

The Acceptance is pronounced jointly. The Parties may draw up a report specifying the initial condition of the Equipment. Failing the establishment of such a report, the Equipment shall be deemed delivered as new.

## **7. Transfer of Risks**

The Transfer of Risks for the Equipment shall be understood as of the *Acceptance* and for the whole term of the Lease, until it is fully returned to the Lessor. The Lessee shall be solely liable for any deterioration, loss, theft, partial or total destruction of the Equipment, for as long as the latter remains in its custody, whatever the cause of the damage, even in fortuitous circumstances or force majeure events.

The Lessee shall inform the Lessor immediately of any loss or damage suffered by the Equipment and/or its accessories, under pain of being held liable.

## **8. Use of the Equipment**

The Lessee undertakes to use the Equipment in a normal professional manner, in compliance with the provisions of Articles 1728 and following of the Civil Code. The Equipment must only be used by duly qualified personnel having all the required authorisations.

The Lessor must inform the Lessee of the special conditions of use for the Equipment. More specifically, the Lessor shall specify to the Lessee the rules of use and safety rules set both by the applicable regulation and by the manufacturer and/or Lessor.

To this end, the Lessee acknowledges having received the user manual and all the technical documents in good condition and undertakes to keep them as such. It acknowledges having read them, and undertakes to comply with the provisions therein, and enforce these with its personnel authorised to use the Equipment. These documents must be returned at the end of the Lease term.

Should these documents be lost, the Lessee undertakes to replace them immediately at its expense.

## **9. Addition and Modification**

The Lessee undertakes to refrain from modifying or adding any element to the Equipment, unless authorised by the Lessor beforehand.

If the Lessee has modified the Equipment without authorisation, it shall be liable for any civil and criminal consequences resulting from this, and in particular for any infringements found against it or its employees due to the use of the Equipment.

The Lessor may not be held liable for any direct or indirect interferences and consequences these modifications or additions may have on the operation, safety, productivity or value of the Equipment.

## **10. Obligation of the Lessee**

As soon as the Lessee has the powers to use, control and direct the Equipment, it shall be considered as having custody of it. In this respect, it may be held liable based on the provisions of Article 1242 of the Civil Code.

**The Lessee shall be discharged from the custody of the Equipment only in the cases listed below:**

- For the duration of the repair whenever the latter occurs upon the Lessor's initiative.
- Upon the full return of the Equipment and its accessories to the Lessor.
- In the event of a theft, on the day a complaint was filed with the competent authorities. The Lessee undertakes to communicate the lodged complaint to the Lessor.

## **11. Servicing**

The Lessee must maintain the leased Equipment and take all precautions of use to avoid exposing it to any damage.

The Lessee undertakes to regularly service the Equipment, under its sole liability, on a daily and/or weekly basis, in compliance with the Equipment servicing periodicities and specifications set out in the Equipment documentation. Moreover, the Lessee undertakes to enable the Lessor to carry out any inspection visit on the Equipment installation location at any time.

In parallel, the Lessee shall faithfully record the servicing operations in a servicing log.

Whenever the number of Equipment units to be serviced on the Lessee's premises justifies it, the latter shall undertake to store the spare parts and current consumption supplies and ensure their custody and maintenance.

## **12. Maintenance**

The Lessee undertakes to keep the Equipment in good operating and presentation condition, as well as ensure its compliance with the applicable legal and regulatory provisions.

**Preventive Maintenance** is included in the Lease service, it shall therefore be conducted at the Lessor's expense and under its liability. However, it does not extend to:

- equipment malfunctions caused by any modification made to it by any persons not authorised by the Lessor,
- defects or damage caused by the poor condition of the premises in which the Equipment is installed and/or only caused by the normal use and wear of the Equipment,
- equipment repairs or modifications, its transport or replacement, requested by the Lessee or made necessary by any change in the regulation, or for any use of the Equipment that does not comply with the set terms and conditions for use.

**Curative Maintenance** shall be borne by the Lessee, at its own expense. It must have the necessary repairs conducted by the Lessor so as to ensure the Equipment remains in the same condition as on the day of its installation.

### **13. Rent/Fees: Payment**

The amount of the Lease rent payments is set out in the Special Terms and Conditions of Lease drawn up between the Parties.

After the expiry of the Lease term set out in the Special Terms and Conditions of Lease, the whole time frame during which the Equipment remains available to the Lessee and is not fully returned to the Lessor, shall be invoiced to the Lessee. Any month started shall be considered as a full month.

Should the Contract be terminated early with the Lessee at fault (whether it be during the Lease term initially set in the General Terms and Conditions of Lease, or after the automatic renewal of the Contract), the Lessee shall pay the Lessor a fixed contractual compensation equivalent to TWO (2) months' rent including taxes, without any prejudice to the Lessor's right to obtain reparation for the prejudices suffered due to the early termination of the Contract or any other fault of the Lessee.

The Lessee's obligation to pay the rent and associated costs is absolute and unconditional, and may not be affected by any circumstance whatsoever.

The rent payments agreed upon among the Parties shall be invoiced by the Lessor and expressed in Euro excluding taxes, and shall be subject to VAT at the applicable rate on the day of issue of the invoice.

Any modification to one or more elements making up the rent may lead to an adjustment of the amount thereof.

Invoices issued by the Lessor must be paid within THIRTY (30) days from the end of the month during which the invoice was issued, starting from the invoice date.

#### ***Tax Regime***

The rent and any other fees were established in accordance with the tax regime applicable on the date on which the Contract was established. If the tax regime or the current tax rates applicable to the Lease and/or Equipment should change in any way during the term of the Contract, the Lessor shall be free to modify the rent payments and fees to take these modifications into account.

### **14. Disputes: Rent/Fess**

#### **Payment Delay**

Any amount due by the Lessee and not paid to the Lessor on the agreed date shall bear interests, as of the day following the payment date set out in the invoice, at the same rate as that applied by the European Central Bank at its most recent refinancing operation plus 10 percentage points, under the conditions set out in Article L441-10, II of the Commercial Code. Late penalties are due without any reminder being required and without any prejudice to the Lessor's right to terminate the Contract with the Lessee at fault, if it so wishes.

The Lessee shall also pay a fixed compensation for recovery costs amounting to FORTY (40) Euro, along with additional compensation should the recovery costs incurred by the Lessor amount to more than the fixed compensation amount – in particular if it calls upon a debt recovery firm, on justification of the Lessor.

### **15. Obligations of the Lessor**

The Lessor guarantees that the Equipment is in good working condition upon its Provision to the Lessee.

Any proven failure of the Equipment due to the Lessor implies the suspension of the Lease Contract while the Lessor intervenes. The Contract shall also be extended by the same duration as this intervention.



## **16. Equipment Ownership/ Transfer/Subletting**

The Equipment is the exclusive property of the Lessor.

As the Lessor is the sole owner, neither the ownership plates affixed to the Equipment, nor any inscriptions affixed onto it may be removed or modified by the Lessee. The latter may not add any inscription or mark on the Equipment without the prior authorisation of the Lessor.

The Lessee undertakes to enforce the Lessor's ownership right on all occasions and by all means.

The Lessee shall therefore refrain from transferring, subletting, pledging or using the hired Equipment as a collateral without the prior written agreement of the Lessor.

The Lessee undertakes to oppose any attempt to seize or make any claim on the Equipment, or any other third-party attempt aiming to enforce any rights on the Equipment concerned.

The Lessee shall immediately inform the Lessor of any such attempt by any means ensuring the latter's perfect information. In parallel, the Lessee must make all protests and take all measure to obtain recognition of the Lessor's ownership right, after informing the latter immediately. If the procedure was carried out, the Lessee must do whatever is necessary, at its own expense, to obtain the release of the Equipment without delay.

## **17. Liability of the Lessor and Limits**

The Lessor's liability shall be limited to material and direct damage caused to the Lessee resulting from faults of the Lessor in the performance of the Equipment Lease Contract.

The Lessor shall therefore not be required to repair the damageable consequences of faults committed by the Lessee or by third parties in relation to the performance of the Equipment Lease Contract.

The Lessor may not under any circumstance be required to compensate any immaterial or indirect damage in relation to the performance of the Lease Contract, such as any operating losses, loss of profit or opportunity, commercial prejudice, loss of income, lost profit, loss of use, production losses, nor shall it refund any non-essential expenses or any other indirect prejudices; except in the event of physical injury or death.

The Lessor shall not be held liable for any use of the Equipment not complying with the technical instructions, nor with the applicable legislation and regulation, in particular as regards safety rules.

The Lessor's public liability, all causes included, excluding physical injury or death, is capped at the total amount of rent paid by the Lessee for the contentious Equipment under the Lease Contract. This compensation is considered as a fixed withholding compensation, and is exclusive of any other sanction or indemnity, which the Lessee accepts.

## **18. Legal Guarantee Against Hidden Defects**

The Lessor guarantees the Lessee against the damageable consequences of any hidden defects affecting the Equipment or any non-visible wear rendering said Equipment unfit for its intended purpose, under the terms and conditions set out in Article 1641 and following of the Civil Code.

The Lessee may only call upon this guarantee if, and only if:

- the Equipment leased has a defect;
- this defect is sufficiently serious to render the unit unfit for the use the Lessee could earnestly expect;
- this defect is not visible such as defined by jurisprudence;
- and the defect existed before the Lease, and more specifically, before the day of the Transfer of Risks.

However, the Lessor shall under no circumstance bear any direct and/or indirect operating losses.

## **19. Contractual Guarantee**

The Equipment benefits from the manufacturer's warranty, the terms and conditions of which are specified in the Lessor's General Terms and Conditions of Sale, accessible either on the website "pci.fr" or on express request made to the Lessor.

## **20. Liability of the Lessee**

As of the acceptance of the Equipment and for as long as it remains under the Lessee's custody, as custodian in possession of the Equipment and user, the Lessee shall be solely liable for any direct or indirect damage, whether material or immaterial, it may cause to goods and people.

The Lessee shall guarantee the Lessor against any recourse in the event of any direct or indirect damage, whether material or immaterial, caused by the Equipment to people or goods, even if this damage results from a fortuitous occurrence or force majeure event.

## **21. Insurance**

The Lessee undertakes to take out an insurance policy covering its public liability as well as its liability as custodian and user of the Equipment at the latest on the day of the Equipment Provision. It shall maintain this policy for the whole duration of the Lease and until the full Return of the Equipment to the Lessor.

The Lessee undertakes to provide the Lessor with a certificate signed by the insurer upon signing said policy and at the latest eight (8) clear days before the scheduled Provision date. Subsequently, the Lessee shall justify to the Lessor the continued validity of this policy with the same guarantees initially subscribed, at least each year.

The policy taken out by the Lessee must stipulate that the Lessor is covered as an additional insured party and must include the insurers' commitment to:

- Waive any recourse against the Lessor;
- Refrain from invoking any revocation causes or proportional reduction of compensation against the Lessor;
- Notify the Lessor of any cancellation, termination, suspension or reduction of guarantees, with one month's notice;
- Notify the Lessor of any delay in the payment of premiums.

**Should the compensation received from the insurance company be insufficient**, the Lessee must have the Equipment fully restored by the Lessor at the Lessee's expense.

All the consequences of any deductible, insufficient or absent insurance and guarantee, or absence of compensation, for whatever reason, shall be exclusively borne by the Lessee.

## **22. Damage Claim**

The Lessee must inform the Lessor within two (2) days following any damage suffered or provoked by the Equipment. The Lessee shall be liable for any resulting consequence for the Lessor due to any delay in receiving the information it is entitled to. The Lessee undertakes to strictly comply with the instructions given by the Lessor, which will guarantee the good conduct of the operations pertaining to the damage claim.

Moreover, the Lessee must inform its insurer within the time frame set out in the insurance policy, and accomplish all the formalities required for its insurer to bear the damage claim and pay the compensation for it.



In the event of a Partial Damage Claim on the Equipment, the Lessee must continue to pay the rent regularly and have the Lessor restore the Equipment to working condition at the Lessee's expense.

In the Event of a Total Damage Claim on the Equipment, the Lease Contract shall be automatically terminated on the day on which the Damage occurred. Moreover, the Lessee shall pay the Lessor, on presentation of an invoice, compensation equal to the amount of rent remaining to be paid on the date of the termination of the Lease Contract, to which shall be added the net accounting value of the Equipment at the initial Lease term expiry date (or in the event of the Contract's automatic renewal, on the expiry date of the term of the automatically renewed Contract).

The Lessee must return the damaged Equipment, unless it is expressly exempted from doing so by the Lessor.

### **23. Return**

The Lessee shall return the Equipment to the Lessor in the conditions and within the time frame set out below. All fees and expenses linked to the Return of the Equipment, its transport to the Lessor's place of storage, its insurance and restoration conducted by the Lessor shall be borne by the Lessee. As only the Lessor may disassemble and remove the Equipment, the Lessee must solicit the intervention of the Lessor by registered letter with acknowledgement of receipt, sufficiently ahead of time for the latter to organise and plan the disassembly and removal of the Equipment, knowing that **a minimum notice period of FIFTEEN (15) business days** is required before any intervention of the Lessor. It is reminded that the Lessee shall bear the rents and other charges and liabilities set out under the Lease Contract as long as the Equipment remains available to it and it has not been fully Returned.

The Equipment shall be returned in the following conditions:

- Equipped with all the parts and accessories making it up.
- Along with all the user manuals provided to the Lessee during the Lease.

The Lessee shall also bear the fees and costs pertaining to cleaning the Equipment leased and any necessary repairs due to its misuse or poor servicing. These operations shall be billed to the time spent in application of the price practised by the Lessor. Should there be any disagreement among the Parties on the repairs to be conducted by the Lessor, they must jointly appoint an independent expert which may be assisted by a technician of each Party.

**In the event of a late return:** Should the Lessee refuse to return the Equipment on the Lease term expiry date, or where applicable, on the Contract termination effective date (whether said termination occurred in application of an early termination cause provided under these General Terms and Conditions of Lease occurring during the performance of the initial Contract or, where applicable, the automatically renewed Contract, or, in application of the ability to terminate the Contract following its automatic renewal), an interim order would be sufficient to compel the Lessee, without any prejudice to the applicable legal provisions. Any late return shall entail the payment of a daily indemnity for the Equipment's use set to 5% excluding taxes of the last monthly amount of rent excluding taxes before the termination, per day's delay and without any prejudice to the payment of any damages.

This refusal shall be blatant if the Lessee does not allow the Lessor to intervene on the Equipment's installation location in order for it to disassemble and remove it in good conditions, or should the Lessor not materially be able to proceed with the disassembly and removal of the Equipment from the premises due to actions of the Lessee (continued use of the Equipment, modifications made to the Equipment unauthorised by the Lessor preventing its removal, etc.). In all Equipment Return cases, the Lessee must observe a notice period of at least FIFTEEN (15) business days vis-à-vis the Lessor in order for the latter to organise the removal of the Equipment.

Any expenses incurred by the Lessor pertaining to the Return of the Equipment (including when standing in for the defaulting Lessee) shall be borne by the Lessee.

## **24. Early Termination**

Unless the Parties jointly agree to it, the Equipment Lease cannot be terminated before the expiry of the Lease term set out in the Special Terms and Conditions of Lease, except in the event of one of the contract breaches set out below, which would lead to the early termination of the Contract.

Should one of the events listed below occur, the Lease Contract (and where applicable, the automatically renewed Contract) may be terminated automatically by either Party after sending a formal notice by registered letter with acknowledgement of receipt to the other Party to no avail within a period of EIGHT (8) days after its receipt, it being specified that the first presentation of the registered letter shall be deemed as its receipt:

- Should either Party not perform or fail to comply with one of its obligations under the Lease Contract, and in particular as set out in these General Terms and Conditions of Lease. In the event of a failure of the Lessee, the Lessor may take any provisional measures it deems required to remedy the Lessee's negligence so as to preserve the Equipment and its ownership right, without any prejudice to the application of the provisions pertaining to the Return of the Equipment;
- Should the Lessee fail to pay a single rent term when due.
- Should the Lessee behave in such a way as to compromise the Lessor's ownership right on the Equipment.
- Should the Lessee pledge or amicably or forcibly assign the branch of activity or goodwill in which it operates the Equipment, without the Lessor's prior authorisation or despite its refusal – it being specified that the latter is not required to justify its refusal,
- Should any other agreement concluded between the Lessor and Lessee, whether in relation with this Lease Contract or not, be terminated due to a serious breach of the Lessee,
- Should the Lessee undergo winding-up or receivership proceedings, judicial safeguard or any other similar proceedings, subject to the applicable legal provisions.

Any settlements occurring after the effective date of the early termination shall not negate the Lessor's right to declare or maintain the termination incurred.

In the event of the partial or total termination of the Lease Contract, the Lessee shall immediately pay to the Lessor, without any prior notice, the unpaid amounts for any due rents and associated costs, along with the late interests and compensation amounts set out in the "*Disputes: Rent/Fess*" clause. Moreover, should the Contract be terminated early with the Lessee at fault (whether it be during the initial Lease term or during any automatic renewal of the Contract), the Lessee shall pay the Lessor a contractual penalty fee equivalent to TWO (2) months' rent taxes included, without any prejudice to the Lessor's right to obtain repair for the prejudices suffered by it due to the early termination of the Contract or any other action of the Lessee.

## **25. Security Deposit**

As a guarantee for the performance by the Lessee of its contractual obligations, the Lessor may require the payment of a security deposit to an amount equivalent to TWO (2) months' rent excluding taxes, unless otherwise provided for in the Special Terms and Conditions of Lease. The security deposit shall not incur any interests. It shall be refunded to the Lessee once the Equipment fully Returned, after deduction of any amounts still due to the Lessor

and any compensation amounts for the Lessee's failure to meet its obligations, and without this being an obstacle to any action of the Lessor, in particular to obtain full repair of any prejudices suffered.

## **26. Confidentiality**

The Parties undertake to keep as strictly confidential, any information – especially financial, business and/or technical – concerning the other Party it may have access to or gained knowledge of while performing the Lease Contract, for the whole term of the latter and during two (2) years after the full Return of the leased Equipment, for whatever reason.

The Parties shall take all the measures necessary with their personnel and all other persons that may have access to ensure and guarantee the confidentiality of the information and documents mentioned above.

## **27. Entire Contract Clause**

The agreement between the Lessor and Lessee is exclusively made up by all the documents forming the Lease Contract such as defined under the "Definition" clause. These documents make up the full and complete agreement of the Parties. The provisions therein supersede and replace any provision contained in any document pertaining to the purpose of the Lease Contract that may have been drawn up before this Contract came into force. Any modification to the agreement among the Parties shall be subject to an amendment and/or update of the Special Terms and Conditions of Lease signed by the Parties.

## **28. Independence of the Clauses**

Should one of the provisions under these General Terms and Conditions of Lease or any other document forming the Lease Contract such as listed in the "Definition" clause, be declared null and/or void due to any legal or regulatory provisions, the documents concerned shall still produce their effects among the Parties. The latter shall undertake to replace the invalid provision by a provision achieving, insofar as possible, the same economic result.

## **29. Publication**

The renter reserves the right to publish, at its own expense, this Lease Contract and its appendices in the registry open for that purpose with the Clerk of the Commercial Court in the jurisdiction of which the Lessee is registered in the Register of Trade and Companies, or failing such registration of the Lessee, in the jurisdiction of the premises in which the Equipment is installed. On simple request of the Lessor, the Lessee undertakes to immediately supply the former with all the information needed in order to publish this Lease Contract. Moreover, the Lessee undertakes to immediately notify the Lessor by any compelling means to ensure its information, of any change in the identity of its company (company name or type, registration in the Trade and Companies Register, head office, business establishment or main operating premises, etc.) or in the premises where the Equipment is used.

## **30. Health and Safety**

In compliance with the special provisions under the Labour Code applicable to works carried out by an external company in premises belonging to the user company, the Lessee shall coordinate the prevention measures on the intervention premises.

## **31. Applicable Law**

The Lease Contract is governed by French Law.

### **32. Settlement of Disputes**

Should any dispute(s) arise from the performance and/or interpretation of the Lease Contract, and in particular concerning these General Terms and Conditions of Lease, the Parties shall first attempt to resolve them amicably before seizing the competent court.

Should they fail to reach an amicable agreement, the competent court shall be determined according to the following rules:

- In the context of exchanges within the European Union, and failing any amicable agreement, disputes shall fall within the exclusive jurisdiction of the competent courts located in the jurisdiction of the Lessor's head office, even in proceedings involving the introduction of third parties or several defendants.
- In the context of exchanges outside of the European Union, and failing any amicable agreement, disputes shall be submitted to the International Court of Arbitration of the International Chamber of Commerce (ICC) and shall be finally settled according to the arbitration rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in compliance with said rules. Arbitration Location: Head office of the Lessor. Language: English.