

**GENERAL TERMS OF PURCHASE
JCDECAUX 2017**

INTRODUCTION

The supplier (the "Supplier") hereby states that it has taken knowledge of, and duly accepted as an integral part of the contract entered into with JCDecaux Group or any of its direct or indirect subsidiaries (the "Company") the following general terms of purchase (the "Terms").

The present Terms are binding immediately and entirely on all Parties by the entering into of any contract by and between them, and shall prevail on any other document, whether general or particular terms of purchase or sale, of the supplier or of a professional organisation or trade-union.

The present Terms apply in a context of cyclical fluctuations inherent to the advertising market and the uncertainty involved by invitations to tender by public authorities, having an impact on due dates and quantities requested. These factors prevent the Company from quantifying and planning its requirements in the medium and/or long term. The Company also reserves the right to carry out regular consultations to ensure that the services supplied are competitive, and comply with its requirements, which requires the Supplier being regularly challenged. These General Purchase Conditions do not entail any commitment by the Company regarding the amount, rhythm, and/or exclusivity of the order, apart from Special Conditions, and only a purchase order issued under the terms and conditions of this document is valid as a firm commitment by the Company.

1. PURCHASE ORDER – CONTRACTUAL FRAMEWORK

The contract (hereinafter the "Contract") that shall govern the supply of Goods and Services by the Supplier to the benefit of the Company shall consist of the documents quoted in decreasing order of priority as follows:

- the purchase order (the "PO")
- the master supply agreement, supplementing and/or amending the Terms, referred to in the PO (hereinafter the "Special Conditions") when such master supply agreement exist.
- the present Terms
- the Technical Specifications referred to in the PO (hereinafter the "Technical Specifications")

2. EFFECTIVENESS

2.1. The Contract shall come into force once the Supplier has acknowledged receipt of the PO signed by the Company. The Supplier undertakes to return to the Company, the acknowledgement of receipt of the PO within eight (8) calendar days of the receipt thereof. However, and if not returned within this period, the PO shall be considered as agreed by the Supplier.

2.2. Unless stated otherwise in the PO, the date of effectiveness thereof shall constitute the starting point for the performance time by the Supplier of its obligations under the PO.

2.3. The PO shall expire when all of the obligations of each party have been fully performed.

3. PERFORMANCE OF THE CONTRACT

3.1. The Supplier shall deliver the goods (the "Goods") and/or perform the services (the "Services") in accordance with the applicable industry standards and/ or the Technical Specifications and the timetable for performance defined in the PO. The Supplier commits itself to achieving performance and results under this PO. The performance deadlines may only be extended or reduced through a revised PO, in accordance with the provisions of Article 6.

3.2. The Supplier shall request from the Company in due time, any approvals and instructions needed for the full and satisfactory performance of the PO. For its part and as the case may be, the Company shall make available to the Supplier the materials and/or perform the works identified in the Contract. It shall also provide access to the delivery site for the Goods and/or performance of the Services (hereinafter the "Site" or "Sites").

3.3. By accepting the PO, the Supplier expressly acknowledges having received communication of all of the documents and information that it needs in order to assess the commitments that it has subscribed to under the PO.

3.4. The Supplier shall be responsible for implementing all of the necessary resources for the performance of its obligations under the PO, with the exception of those specifically mentioned in the PO as being under the responsibility of the Company. The Supplier shall have all of the materials and tools needed for the performance of the PO and shall allocate qualified staff in sufficient numbers to perform the PO within the contractual deadlines.

3.5. Unless otherwise specified in the Special Conditions, the Supplier shall send the Company, a weekly activity report tracing the Goods and/or Services performed and any difficulties encountered, which shall include in particular a progress report and any non-compliance datasheets according to a format proposed by the Supplier, on which the Company shall have previously agreed in writing.

3.6. The Supplier shall be responsible for matters of scheduling and staff, and agrees to comply with labor legislations especially those concerning working hours, weekly rest and possibly additional rest periods and annual or other leave, and shall be responsible for paying all of the contributions relating to its staff.

3.7. The Supplier shall fulfil at its own expenses, all formalities and obligations imposed by the Regulation (EC) no 1907/2006 concerning the registration, evaluation, authorization and restrictions of chemicals (REACH). It shall also undertake to ensure that its own suppliers comply with the Regulation. Pursuant to Article 8 of this Regulation, the Supplier, based outside the European Economic Area, shall appoint an exclusive representative, at its option, based in Europe, who will be in charge of proceeding with all formalities and obligations imposed by the Regulation. The Supplier shall provide the Company the representative's name and address. The Supplier shall provide the Company, upon its request, a certificate establishing its conformity with the Regulation's

terms and conditions. In the event of non-compliance with the formalities imposed by the said Regulation, the Supplier shall undertake to compensate any damage that may result thereof.

4. FREE DISPOSAL OF MATERIAL BY THE COMPANY

4.1. Materials such as components, machinery, tools, models, moulds, jigs and fixtures, accessories or others which may be made available to the Supplier by the Company for the purposes of the Contract shall be in the Supplier's custody who shall take out insurance against any damage that they might suffer and it shall clearly mark them and record them as being the property of the Company.

4.2. The Supplier agrees to refrain from using such materials other than for the purpose of the Contract; it shall keep them in good working order at its own expense, and it shall take on the risks relating thereto throughout the term when they are made available to it.

4.3. Any damage or deterioration that such materials may suffer due to improper use or negligence by the Supplier shall be repaired at the latter's cost. Without prejudice to the other rights of the Company, the Supplier shall return such materials upon first request.

4.4. Ownership of tools manufactured or acquired by the Supplier especially for the purposes of the Contract such as models, moulds, jigs and fixtures, accessories or others, shall be transferred to the Company at the time of their manufacture. The Supplier shall return the tools without delay to the Company upon formal written request.

5. HAZARDOUS PRODUCTS

5.1. Should certain Goods or products that are to be respectively supplied or used under the terms of the Contract, contain hazardous substances or require the taking of special safety precautions during handling, transport, storage or use, the Supplier shall provide the Company, before delivering or using them, in writing with the necessary information relating to the nature of these substances and the precautions to be taken. The Supplier shall ensure that before dispatch, the appropriate instructions and warnings are clearly displayed on the Goods or products in question and on the packaging in which they are placed.

5.2. In particular, and without this provision being restrictive, the Supplier shall provide the Company in writing with any indications, instructions and warnings necessary in order to comply with the legislative or regulatory provisions applicable for health and safety considerations.

6. MODIFICATIONS

6.1. The Supplier shall accept any modification that the Company may legitimately require of it as regards the subject of the PO, the Technical Specifications, or delivery terms and conditions (deadline, locations...). The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable.

6.2. Any modification to the Contract shall only be binding upon the parties if the said modification has been formalized through an amendment to the Contract.

7. CONTROLLING, TESTING

7.1 The quantities delivered or the services carried out by the Supplier shall exactly correspond to what was ordered by the Company, the latter reserving the right to refuse any extra quantities.

7.2 At Delivery, the Company shall give a written discharge to the Supplier, specifically stating the usual reserves regarding subsequent quantitative or qualitative controls (or "Controls"). This discharge shall not entail any acceptance nor taking possession of the Delivery or a Service.

7.3 The Delivery or the Service shall subsequently be checked by the Company, both quantitatively and qualitatively, in accordance with the Technical Specifications; the Company reserves the right to carry out all reserves and disputes related to the conformity of the Delivery or the Service both with the PO and with the Technical Specifications, even in the following situations: after complete payment of the price (see article 13 below) or in the event of a direct delivery of whole or part of the Goods to a subcontractor of the company.

7.4. The Supplier shall promptly remedy, at its own costs and expenses, any defects relating to the Goods and/or Services during the above mentioned controls as well as any defect notified to it by the Company concerning its performance.

The Supplier shall inform the Company in writing, with a minimum of seven (7) calendar days' notice, of the date on which final testing is to be performed. The Company and any person appointed by it shall have the right to be present during the tests. The Supplier shall provide the Company with official reports of the corresponding tests.

If the test results do not comply with the Technical Specifications and/or performance requirements (Quality Assurance Plan, industry standards, etc.), the Supplier shall immediately carry out the necessary measures and shall repeat the planned testing at its exclusive expense, and under conditions that are compatible with the deadlines stipulated in the Contract.

7.5. Controlling and testing performed shall not release the Supplier from its liability and shall not be considered as an acceptance of the Goods and/or Services by the Company, the latter retaining all of its rights and contractual remedies and in particular those stated in Articles 11,16,19 and 20 hereinafter.

7.6. In addition, the Company, who may be accompanied by any person appointed thereby, may at any time make any controlling visit that it considers necessary to the premises where the Goods and/or Services are to be performed, during normal working hours, in order to ensure the correct performance of its contractual obligations by the Supplier. The Company will give notice to the Supplier at least three (3) calendar days in advance of an on-site visit or audit on the Supplier's premises where the Goods or Services are produced or developed for the Company.

8. TRANSPORTATION – PACKAGING

8.1. Should there be no special stipulation relating thereto in the Contract, the Supplier shall, in all circumstances, use packaging suitable to the nature of the Goods which guarantees the integrity thereof until they are delivered.

8.2. Where there is no special stipulation in the Contract, (i) deliveries on the premises mentioned in the Contract shall be made “Delivered Duty Paid” (“DDP” according to INCOTERM, 2010 version), any costs to be borne by the Supplier; (ii) for equipment purchased “ex works” (“EXW” according to INCOTERM, 2010 version), the Supplier shall be responsible for packaging and transportation on behalf of the Company, under optimum conditions. The corresponding charges shall be paid by the Supplier and shall be invoiced to the Company at cost.

8.3. Any delivery of Goods shall be accompanied by the Supplier’s delivery note, dated, bearing references of the Contract and indicating in particular the details of the Goods delivered, the contents of the parcels therein, their gross and net weight, method of transportation, date of dispatch, as well as the serial numbers if relevant. The Supplier shall send simultaneously, by separate letter, a copy of the document to the Company’s department that issued the PO.

9. SITE OF DELIVERY AND EXECUTION

9.1 The Supplier must strictly conform to the site of delivery of the Goods (or the “Site of Delivery”) or of performance of the Services (or the “Site of Performance”) indicated in the PO or the specific instruction given by the Company; in the event of non-observance of the Site of Delivery or Performance required by the Company, the expenses generated by the rebooking on this site could be invoiced to the Supplier.

9.2. The Delivery date indicated in the PO (or the “Delivery”) shall correspond to the date of arrival of the Goods ordered on the Site of Delivery or the performance of the Services on the Site of Performance specified on such PO.

9.3 If the PO holds that the Goods shall be directly taken at the Supplier’s site, the Goods must be conditioned under the same conditions as in the event of delivery at the Site required by the Company. In the event of a deterioration having occurred during consecutive to an unsuited or defective conditioning, the Supplier agrees, at the Company’s discretion, (I) to replace without delay the Goods thus deteriorated and to put them at the Company’s disposal, or (II) to refund without delay to the Company the price already paid, without prejudice to damages for potential undergone damage, or (III) to deliver the ordered Goods in perfect condition within a time limit agreed upon with the Company.

9.4. The Supplier shall also comply with the internal rules at the Company’s site(s) where it may have to work for the purpose of performance of the Contract.

10. PENALTIES FOR DELAY

10.1. If the Supplier fails to comply with the dates, deadlines or location for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons attributable to the Company, the latter is entitled to apply penalties, without any prior official notification, from the moment any date or deadline has been reached.

10.2. Unless stipulated otherwise in the Contract, the penalties mentioned here above shall be calculated at the rate of two point five per cent (2,5%) of the total price of the Contract exclusive of Value Added Tax per day’s delay, limited to one hundred per cent (100%) of the total price of the Contract exclusive of Value Added Tax . Each week started gives rise to the application of penalties for the week in question.

10.3. It is expressly agreed that these penalties as a result of the delay, shall be applicable without prejudice to any other rights and remedies of the Company under the Contract. They shall be the subject of an invoice. As soon as they are applicable, the penalties may be applied at any time, at the Company’s option.

11. NON-COMPLIANCE – RETURN OF DEFECTIVE PRODUCTS

11.1. If any of the Goods or Services fail to meet the warranties contained in these Terms, any applicable law or any other written agreement between the Parties, the Company shall have at any time, without prejudice to the right of The Company to terminate or to claim compensatory damages, the option, to: 1. have such Goods repaired or replaced immediately by and at the sole expense of the Supplier, who shall have no right to raise any objections or claims regarding the production or delivery schedule or as to Services, have such Services performed again immediately by and at the sole expense of the Supplier, who shall have no right to raise any objection; or 2. have such nonconforming Services performed by a third party designated by The Company, at the sole expense of the Supplier who shall have no right to raise any objection; or 3. have the purchase price for the Goods or payment for Services promptly refunded promptly upon demand of The Company; or 4. otherwise satisfactorily deal with the defective or nonconforming Goods or Services (including, to the extent applicable, participation in recall, claims adjustment and other similar programs) in a manner acceptable to the Company in its sole discretion, at The Supplier’s sole expense.. Any rejected Goods must be recovered by the Supplier at its sole expense and risk within eight (8) calendar days following notice of rejection by the Company. It is expressly agreed that after such time, the Company may, without any liability whatsoever, at the Supplier’s sole cost, expense and risk, either destroy the rejected Goods, or return them to the Supplier.

11.2. Failure to timely cure. Should the Supplier fail or otherwise be unable to cure any such breach or nonconformity within the time-frame or other parameters required by the Company (and whether or not such time-frame or other parameters are communicated to the Supplier) (i) the Company may cancel in whole or part any PO as to the particular defective or nonconforming Goods and Services, or (ii) the Company may, in the Company’s sole discretion, (and without any obligation to do so), assume control over the correction, repair, replacement or other rectification efforts, processes and programs, in which case the Supplier shall pay or reimburse the Company for all associated costs and expenses (including the Company’s internal handling, reworking and administrative time, labour and materials). After notice to the Supplier, all defective or nonconforming Goods shall be held at the Supplier’s risk. The Company may, and at the Supplier’s direction, shall return such Goods to the Supplier at the Supplier’s risk, and all sorting and handling charges, as well as transportation, freight and delivery charges (both to and from the original

destination) and any other related expenses, shall be paid by the Supplier. Any payment made by the Company to The Supplier for such defective or nonconforming of Goods or Services shall be immediately refunded by the Supplier, unless and to the extent that the Supplier promptly corrects, repairs, replaces or otherwise satisfactorily corrects such nonconformity. The Supplier's warranties shall also apply to such corrected, repaired, or replaced Goods and Services.

12. TRANSFER OF TITLE– TRANSFER OF RISKS

12.1. Notwithstanding any other provision, the ownership of the Goods and/or result of the Services shall be transferred to the Company as soon as they are have been individualized and at the latest upon their actual delivery to the Company or to any other place agreed between the parties.

12.2. The risks relating to the Goods and/or Services shall, however, be transferred to the Company (i) upon the date of their acceptance if this is performed on the Company's premises in accordance with the provisions of Article 14 or (ii) if not, on the date of delivery to the Company' Site.

13. PRICE, PAYMENT

13.1. The prices indicated in the PO shall be firm and definitive for the term of the Contract. They shall be stipulated including of all taxes except Value Added Tax.

13.2. Unless otherwise stipulated in the Contract, the payment of the amounts due to the Supplier shall be made in euro, as the currency of both the account and of payment.

13.3. Invoices shall indicate the complete references of the Contract and shall be issued by the Supplier in accordance with the due dates stipulated in the Contract, upon the complete performance by the Supplier of its corresponding obligations.

14. INVOICES

14.1. The Supplier shall send the original invoice(s) which shall comply with all applicable legal requirements and bill(s) of lading to the Company's address as indicated of the PO. The Supplier's invoice(s) shall show the Number of the PO and all items invoiced, with quantities, unit prices and taxes (if any) listed separately. The words "final invoice" (or similar terminology) shall appear on the Supplier's last invoice covering the completion of the PO. If the Company expressly agrees to be responsible for transportation, freight or delivery charges (if not included as part of the price on the face of the PO) such costs shall be invoiced separately, with receipted copies of freight bills attached. Any cash discount period available to the Company shall commence on the day of the Company's receipt of an invoice or final invoice that meets the requirements set forth above, provided that the Goods have been received by the Company and/or the Services rendered by the Supplier. Where the Goods or Services are provided on an international basis, the Supplier shall supply, without additional charge, such number of additional certified copies of invoices and customs or other documents as may be requested or specified by Buyer from time to time.

14.2. Unless stipulated otherwise in the Contract, the invoices issued by the Supplier shall be paid by the Company within forty-five (45) calendar days end of the month from the date of their issuance.

14.3. As long as the Supplier has not fully fulfilled its obligations, the Company is authorized to retain all or part of the corresponding payment of the price.

14.4. The Company is entitled to deduct from amounts due to the Supplier at any time in consideration of the performance of its obligations, any amount for which the Supplier shall be made liable under the Contract.

14.5. In case of late payment by the Company, the Supplier may apply penalties. The rate of interest applicable to such penalties shall be restricted to three times the French legal rate of interest.

15. CONFIDENTIALITY

15.1. The Supplier undertakes to comply with the confidential nature of any documents, models, plans, drawings, specifications, information, data and other items of information that shall be transmitted to it by the Company or which may come to its knowledge in the context of the performance of the Contract (hereinafter the "Confidential Information") and agrees to refrain from disclosing them to third parties, reproducing them or using them for purposes other than for the performance of the Contract, without prior written consent from the Company.

15.2. The term "Confidential Information" shall not apply, however, to information for which the Supplier may provide proof that such information: a) was already in the public domain, or b) had become accessible to the public, other than through the Supplier having failed in its contractual obligations, or c) had been legally received from a third party who was completely at liberty to disclose it to the Supplier, or d) was in the Supplier's possession at the time it was disclosed by the Company.

15.3. The Supplier shall only communicate or disclose Confidential Information to those members of its staff who are directly involved in the performance of the Contract and bound by confidentiality requirements to the same extent as those contained in the present Article.

15.4. The Supplier shall not copy nor reproduce, in full or in part, any Confidential Information supplied by the Company without the prior written consent of the Company, with the exception of copies or extracts that may reasonably be necessary for the performance of the Contract.

15.5. The Supplier shall in no case use the existence of the Contract for advertising, promotional or similar purposes, without the prior written consent of the Company.

15.6. The provisions of the present Article shall remain in full force throughout the term of the Contract.

16. INTELLECTUAL PROPERTY

16.1. All intellectual property rights relating to results developed and/or obtained in the framework of the performance of the Contract (hereinafter designated as the "Results"), regardless of the nature of such Results, such as technical information and/or

solutions, results of measurement, analysis, simulations, modelling, mock-ups, creative works, specifications, databases, software (including documented source codes), drawings, models, plans, sketches, tooling and equipment as well as all the documentation associated therewith, shall be the exclusive property of the Company as soon as they are obtained by the Supplier.

16.2. More specifically, with respect to copyright associated with Results, the Supplier assigns irrevocably to the Company, who accepts, on an exclusive basis, for the maximum legal term thereof and worldwide, all of the transferrable exploitation, representation, reproduction and publication rights, for any purposes and for any uses. These rights shall notably include and in the widest sense: (a) the temporary or permanent reproduction right, by any means (printing, photography, recording, uploading or saving on hard disks or on the Internet, etc.), on any media (newspapers, internet, digital media, etc.) and at any site, (b) the right of identification and marking by any means, (c) the representation right by any procedures, (d) the related rights and namely the right of correction, adaptation, evolution, enhancement, modification, addition or creation of derivative works, (e) the right of publication and commercial usage whether against payment or not. The rights thus assigned shall apply to any applications and may be assigned by the Company to any third party of its choice.

16.3. The Company shall be solely entitled to decide to protect the Results or otherwise, in whole or in part, in its own name or that of a Company in the JCDecaux Group, without any consideration or compensation of any nature whatsoever being due to the Supplier in addition to the price stipulated in the Contract for the Goods and/or Services in question.

16.4. The Supplier specifically undertakes, on its own behalf or any of those involved for its part, including without limitation, representatives, agents, service-providers or sub-contractors, to perform all of the necessary formalities, where applicable, to cause the provisions of the present Article 16 to become effective. The Supplier further guarantees that any contract it has with persons who will be working directly or indirectly in furtherance of the Contract contains no stipulation that limits the intellectual property rights assigned to the Company in accordance with the present Article 16 and leads to no obligation from the Company towards those persons

16.5 The Supplier declares and guarantees that: (a) the Supplier is the sole owner of or holds all rights, consents, licenses and authorizations in the intellectual property rights, namely in all software, text, pictures, audio, video, logos and copy required, used for or involved in the framework of the performance of the Contract; (b) the Supplier has secured all necessary consents, licenses, and authorizations with respect to the use of these underlying elements; (c) the Goods, the Services and/or the Results do not and shall not infringe upon any intellectual property right (such as patent, copyright, trademark, design patent, computer program (source code, object code, documentation), integrated circuit topography) or other proprietary right or violate any trade secret, right to fair competition or other contractual right of any third party; (d) there is currently no actual or threatened lawsuit against the Supplier by any third party based on an alleged violation or infringement of such right. This warranty shall survive the expiration or termination of the Contract.

16.6. The Supplier shall and undertakes to protect, indemnify, defend the Company and hold his harmless against any complaints, allegations, lawsuits, demands, claims, legal action or administrative proceedings that might be directed against the Company by a third party alleging the existence of the infringement of a patent, design, trademark, copyright, computer program (source code, object code, documentation), integrated circuit topography or any other existing intellectual property right, relating to the Goods, the Services and/or the Results. To this end, the Supplier shall indemnify the Company for any consequences (including damages, losses of revenue, costs and expenditure of any nature, comprising related attorneys' costs and fees, settlement payments and litigation costs) for which it may be made liable.

16.7. Should proceedings, actions or demands be brought or a complaint, allegation, lawsuit or claim directed against the Company in the context mentioned above, the Company shall advise the Supplier accordingly, and such Supplier shall conduct these proceedings, actions, demands, complaint, allegation, lawsuit or claim at its own expenses. At the request of the Supplier and its expenses, the Company shall provide the necessary reasonable assistance. The Company's failure to give the Supplier timely notification of said complaint, allegation, action, proceeding, lawsuit, demand or claim shall not effect Supplier's indemnification obligation, whether the Supplier is directly or indirectly involved in such complaint, action, proceeding, lawsuit, demand or claim, given that the Company may also elect or have to respond by or defend itself independently or initially.

16.8. If use of an intellectual property right is judged as constituting an infringement, and if the Company so requests, the Supplier shall modify or replace at its own expenses the infringing item, provided that such amendment or replacement shall not affect the destination, value, usage or performance of the Goods and/or Services.

17. HEALTH AND SAFETY

The Supplier shall comply with the laws and regulations in force determining the health and safety instructions applicable to the work performed pursuant to the Contract and especially, if appropriate, to the work performed on any Site by a third company.

18. ILLICIT EMPLOYMENT

Under the performance of Services, in accordance with laws and regulations in force concerning the prevention and the control of illicit employment, the Supplier shall submit to the Company, as soon as the Contract comes into force and before beginning the performance of the Services at the latest, the corresponding certificates and any additional document that may be required in the PO.

19. GUARANTEES

19.1 Pursuant to the obligation of delivery, the Company is entitled to a contractual guarantee (or "Guarantee") from the Supplier. Its duration is stipulated under the agreed Technical Specifications and/or Special conditions between the Parties.

19.2 For this purpose, the Supplier guarantees that the Goods delivered or the Service carried out

- conform in their manufacture to the standards in force, especially the environmental ones, and to the schedule of conditions and Specifications - in particular referred to as [Specification STG-CONDITIONS-GARANTIE-05-009 "Conditions and warranty period of the parts with surface treatment and/or painting"];]
- fully fulfil their purpose; and
- are not likely of any claim of industrial property or of an artistic nature.

In the event of integration in the Goods by the Supplier of parts designed and provided by the Company, the Supplier guarantees the strict respect of the schedule of conditions and provided by the Company and/or possible agreed Special conditions with the Supplier.

19.3 The Company is entitled to a guarantee of latent defect provided by the Supplier, which shall apply to any defect of matter, aspect, design and manufacture. The Supplier consequently undertakes to replace without expenses for the Company all parts, supplies and materials which would appear directly and/or indirectly affected by one or more defects.

19.4 The Supplier shall establish for submission to the Company a written procedure relating to the conditions of manufacture, storage, conservation and use of the Goods and/or Service, in order to allow the Company to ensure the good use of them. Failing this, the Goods and/or the Service shall not be considered as subject to any particular rules.

20. LIABILITY

The Supplier shall indemnify the Company, whether during or after the performance of the Contract, for any damage, material or non-material, suffered as the result of partial or total non-performance or poor performance of the Contract for any reason for which it is liable, any loss or damage, materiel or non-material, resulting from acts or omissions of the Supplier, as well as any death and for any physical injury caused by the Supplier. The Supplier's liability shall include its sub-contractors, representatives and agents. The above compensation shall cover, where applicable, the related costs and court orders resulting from any proceedings or trial. The Supplier' staff shall be at all times recognized as representing the Supplier and shall remain under its administrative and hierarchical control.

21. INSURANCE

21.1. The Supplier shall hold insurance policies covering its civil and professional liability under the obligations defined in the Contract. These policies shall be taken out for an amount appropriate with respect to the subject of the Contract. The Supplier shall supply, upon first request from the Company, certificates of insurance to cover the corresponding risks. These certificates shall indicate the amount and extent of the warranties as well as their term of validity and shall state that the payment of premiums relating thereto has been made.

21.2. The Supplier undertakes to keep its insurance policies in force as long as it is under an obligation under the terms of the Contract. Any change during the performance period covering the extent of the warranties and/or capital covered shall be notified without delay to the Company and shall be the subject of a new certificate that shall be sent to the Company.

22. FORCE MAJEURE

22.1. If the performance of a contractual obligation is prevented, restricted or delayed by a case of force majeure as defined by French case law, the party on whom the obligation is incumbent shall be exonerated from any liability resulting from this prevention, restriction or delay concerned and the deadlines it shall have been given for the performance shall be extended accordingly.

22.2. The party that is a victim of an event of force majeure shall so inform the other party in writing within five (5) working days from the occurrence of the event that constitutes force majeure and shall take every reasonable step to minimize the consequences of such a situation, especially to avoid or limit a possible delay in delivering the Goods and/or performing the Services.

23. SUSPENSION – TERMINATION

23.1. The Company reserves the right to suspend the performance of the Contract at any time through notification made by registered letter with acknowledgement of receipt sent to the Supplier. In such a case, the Supplier may claim compensation that shall be restricted to the additional expenditure duly proven that has been directly caused by the suspension, to the exclusion of any indirect damage including loss of profit.

23.2. Either of the parties may terminate the Contract as of right, without prejudice to the exercise of its other rights and remedies, in the case where: a) If an event of force majeure occurs that is of such a nature as to delay the performance of the Contract by more than thirty (30) calendar days, without further formality other than the dispatch to the other party of registered letter with acknowledgement of receipt or b) The other party fails in any of its obligations under the Contract and shall not have remedied this defect within fifteen (15) calendar days following receipt of an official notification sent by registered letter with acknowledgement of receipt from the non-defaulting party. The Company may be entitled to terminate should it emerge during the course of the performance of the Contract, in the event that the subject thereof will eventually be rejected in whole or in part, if it were to be completed.

23.3. The Company may terminate the Contract for convenience with one (1) month's notice, merely by sending a registered letter with acknowledgement of receipt to the Supplier.

23.4. The Company may terminate the Contract if there is a corresponding contract that exists between the Company and the end-user of the Goods and/or Services and that this contract has been terminated.

23.5. In the circumstances covered in Articles 23.3 and 23.4, the Supplier may claim compensation from the Company on condition that it has complied with its contractual obligations, representing direct, reasonable and justified costs, legitimately incurred in the performance of the Contract until the termination thereof and that the Supplier shall otherwise have no other means of avoiding or recovering them. In no case may this compensation exceed the amount of the Contract.

23.6. The Supplier shall introduce into its own PO or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof.

24. TAXES AND DUTIES

24.1. The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the Goods and/or the performance of the Services.

24.2. The Company shall have the right to deduct from the payments due to the Supplier under the terms of the Contract, any taxes or levies, and similar charges if the Supplier fails to remit to the Company the necessary certificates covering exemption from such deductions.

25. ASSIGNMENT AND SUB-CONTRACTING

25.1. The Contract having been entered into intuitu personae, the Supplier, without the specific prior consent of the Company, may not assign it, in full or in part.

25.2. The Supplier may not sub-contract the production of the Goods and/or the execution of the Services unless the Company has provided its consent in writing and in advance. The above mentioned restriction shall not apply, however, in the case of subcontracting materials or minor elements which are not parts of the Goods for which the sub-contractor is designated in the Contract. Even though covered by such consent, the Supplier shall remain solely liable for all of the Goods supplied and/or the Services performed by it and all of its sub-contractors.

25.3. The Company reserves the right to have its rights and obligations under the Contract performed by itself or any other Company in the JCDecaux Group.

26. SUSTAINABLE DEVELOPMENT

The Supplier acknowledges having read and accepted without reserve the terms of JCDecaux's Code of Conduct of Suppliers currently in force and available on JCDecaux's website at the following address: www.jcdecaux.com. By signing the Terms of Purchase, the Supplier undertakes to strictly comply with the principles of JCDecaux's Code of Conduct of Suppliers, covering Ethics, Health & Safety of the Supplier's staff, respect of environmental and social regulations in force, based on recognized international standards: the guiding principles of the Organisation for Economic Cooperation and Development (OECD), the Universal Declaration of Human Rights of the United Nations Organisation (UNO), and the eight Fundamental Conventions of the International Labour Organisation (ILO).

27. APPLICABLE LAW – LITIGATION

27.1. The Contract shall be subject to French law.

27.2. The parties shall attempt to settle amicably any disputes that may arise between them concerning the validity, interpretation and/or performance of the Contract. Should they be unable to reach an amicable settlement, the parties shall assign exclusive jurisdiction to the Nanterre Commercial Court and this shall include the case of any emergency injunction.

27.3. Application to the Contract of the United Nations Convention on contracts for the international sale of goods, signed in Vienna in 1980 is expressly excluded.