GENERAL TERMS AND CONDITIONS OF PURCHASE JCDECAUX GROUP

10/2026

The purpose of these General Terms and Conditions of Purchase ("GTC") is to define the terms and conditions applicable to all purchases of products (including spare parts) of any kind (the "Product") or services (the "Services") by the JCDecaux group ("JCD") from its suppliers (the "Supplier"). They apply as they stand, unless otherwise agreed in writing between JCD and the Supplier (the "Party(ies)"). The Supplier may not rely on its own general terms and conditions of sale which have not been expressly accepted by JCD in writing.

1. QUOTATIONS AND ORDERS

Any order for Products or Services by JCD (an "Order") is placed in writing and will only become final subject to written confirmation from the Supplier within a maximum of five (5) working days as from the date of dispatch of the Order, without modifications or reservations of any nature whatsoever. If such confirmation is not received within the aforementioned period, JCD shall be entitled to cancel the Order without penalty. Any reservation or modification made, as the case may be, by the Supplier, shall not bind JCD unless the latter has expressly accepted it in writing. As long as the Order is not final (either by return of written confirmation or by expiry of the time limit set out above), JCD is entitled to modify it. JCD must then be informed as soon as possible of any change in price or timetable resulting from the modifications thus requested. The final Order constitutes a firm and definitive commitment by the Supplier and implies its acceptance of the GTC. The Parties may agree in writing to substitute or add negotiated special terms and conditions to these GTC, in which case the former will take precedence over the latter.

2. CONFORMITY - QUALITY

The Supplier undertakes (i) to execute the Orders in accordance with the specifications and quality criteria that it contains (including the expression of needs communicated by JCD where applicable) and in accordance with good practice; and (ii) to provide all necessary evidence of the quality controls performed. The Supplier undertakes that the Services will be carried out in accordance with the defined quality and efficiency standards (particularly in terms of technical assistance and training where applicable). Any failure in the provision of the Services as outlined in the Order may result in corrective measures being taken at the Supplier's expenses. It also guarantees that the delivered Products or rendered Services comply in all respects with the above undertaking, as well as with the applicable legal and regulatory obligations and standards in force from time to time, in particular as regards quality, traceability, composition, presentation and labelling. In the event of non-compliance, JCD will inform the Supplier in writing and may, at the Supplier's sole expense, either (i) cancel the Order or (ii) require the Supplier to replace the non-conforming Products, without prejudice to any compensation that may be claimed for all financial consequences resulting from damage caused to property or persons as well as from measures to withdraw the Products.

3. DELIVERY TIMES

The date indicated in the Order for the delivery of a Product or the provision of a Service is imperative. The Supplier shall immediately inform JCD in writing of any event likely to have an influence on the Order as well as its probable duration and its consequences on delivery times.

4. OBLIGATIONS OF THE SUPPLIER

The Supplier is bound to deliver Products or provide Services strictly in accordance with the Order and, in order to do so, use the necessary means so that they comply with JCD's technical specifications, deadlines and prices as defined in the Order. In particular, the Supplier is required to pack the Products in appropriate packaging and will be liable for any breakage, missing parts and/or damage resulting from incorrect or unsuitable packaging, marking or labelling. The Supplier is under a general obligation to inform, advise and warn JCD. The Supplier undertakes to comply with the laws and regulations in force in United Kingdom as at the signature of the Order, including any regulations relating to compliance with CSR rules applicable in the country of delivery as at the date of purchase and up to the date of delivery. The Supplier undertakes to maintain its commitments under articles 4 and 15 in force for as long as its relationship with JCD lasts.

5. OBLIGATIONS OF JCD

JCD undertakes to communicate, at the Supplier's request, the information and documents in its possession that the Supplier may need for the proper performance of the Order and to pay the Supplier for any definitive Order in accordance with its terms.

6. DELIVERY

Unless otherwise specified on the Order, deliveries shall be made in accordance with the rules of INCOTERM DAP (INCOTERMS 2020) at the delivery site specified in the Order. All deliveries must be accompanied by a dated delivery note, bearing the Order's references and indicating in particular the description of the Products delivered, their quantity, the shipping date and the serial numbers where applicable.

7. LATE DELIVERY PENALTIES

In the event of late delivery of a Product or late provision of a Service attributable to the Supplier, JCD may demand one per cent (1%) of the amount of the payment (or instalment) due for the Product or Service concerned per calendar day of delay without the need to prove the existence of loss suffered by JCD. The cumulative amount of all late payment penalties paid by the Supplier to JCD may not exceed fifteen percent (15%) of the total amount of the Order. These amounts are due without a notice of default being required and will be paid in the form of a bank wire transfer. They shall not be due in the event of duly documented force majeure. If the penalties' cap is reached, JCD shall be entitled to terminate the Order without compensation.

8. RECEPTION

Notwithstanding the signature of the delivery note by JCD, JCD shall retain the right, for a period of seven (7) calendar days following such signature, to inspect and verify the conformity of the Products or Services with the Order and to refuse and return any non-compliant Product or Service. In the event of non-compliance, the Supplier undertakes to take back at its own costs the Products or Services refused within a maximum of fifteen (15) days as from the refusal notice and shall, at JCD's discretion, within a period to be agreed between the Parties and without prejudice to any action for damages by JCD for losses incurred, either (i) replace the non-compliant Products or Services, or (ii) as the case may be, refund the Price already paid. JCD reserves the right to cancel the Order without charge or compensation of any kind whatsoever if the receipt inspection reveals a material non-compliance such that the Product or Service shall be unfit for the use for which it was intended.

9. PRICE – PAYMENT TERMS

The Supplier's prices are all-inclusive, firm and definitive. They are expressed in British pound sterling, exclusive of taxes. The Order is payable upon presentation of dematerialised invoices on the Supplier's letterhead including all legally mandatory information. JCD reserves the right to refuse any invoice that is incomplete (e.g. without mention of the Order number), erroneous, non-compliant or sent to JCD more than ten (10) calendar days after its issuance date. In this case, the Supplier must issue a credit note and a new invoice. The invoices will be (i) issued once the Product has been delivered or the Service has been provided in accordance with the Order and (ii) communicated by the Supplier through the JCD supplier portal in accordance with the instructions set out in the Order. Payments shall be made by bank wire transfer within forty-five (45) days from the end of the month of issuance of the invoice. No interest, late fees or similar charges shall accrue or be payable on any overdue amount or late payment under this agreement.

10. INTELLECTUAL PROPERTY

The Supplier irrevocably and exclusively guarantees to JCD that it holds full and complete ownership of all property rights, including intellectual and industrial property rights, relating to the Products and/or Services being assigned to JCD, free of all encumbrances and without any dispute, claim or potential obligation, including in particular in the case of the reproduction of photographs of the Products on any media, including the Internet.

11. GUARANTEE

The Supplier guarantees the Products against any latent defect. Unless otherwise provided in the Order, the warranty period applicable to the Products shall be twelve (12) months from their delivery date. Consequently, the Supplier undertakes, at no cost for JCD (in particular on-site travel costs, Products transport/repatriation costs), to diagnose and/or repair and/or replace any parts, Products and materials that appear to be directly and/or indirectly affected by one or more defects. In the event of repair or replacement of a Product, a new warranty period of the same duration as the initial warranty will run on that replacement Product as from its delivery date.

12. INSURANCE AND LIABILITY

To the fullest extent permitted by law, in no event will JCD be liable for any damages whatsoever (including direct or indirect damages for personal injury, loss of profits, business interruption, loss of information or other financial loss) arising out of the use of or inability to use the Products and/or the Services, even if JCD has been informed of the possibility of such damages. The Supplier undertakes to subscribe at its own expense and to maintain in force for the entire duration of the Order, with reputable insurance companies known to be solvent, the insurance guarantees necessary to cover the financial consequences of the liabilities, in particular general public and professional liabilities, that it incurs as a result of the performance of the Order for all bodily injury, physical and immaterial damages, direct or indirect, consecutive or not, regardless of their origin, caused to JCD or to any third party, for the entire duration of the Order. At JCD's request, the Supplier shall provide JCD with valid professional indemnity insurance, product liability insurance and public liability insurance certificates dated less than six months. Nothing in these GTC limits any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any liability that legally cannot be limited.

13. CONFIDENTIALITY - REFERENCES

The Supplier undertakes to respect the strictly confidential nature of any information to which it may have access in the performance of the Order and shall refrain from disclosing it to third parties, reproducing it or using it for any purpose other than the performance of Orders, without the prior written authorisation of JCD. The Supplier further undertakes to communicate it only to its employees directly concerned by an Order, who need to have this knowledge in order to carry out the Order, and procures that its employees who may be involved in the Order comply with this confidentiality obligation. The Supplier undertakes to use the information obtained only for the performance of its obligations hereunder. The Supplier may not quote JCD as a commercial reference without JCD's prior written consent.

14. FORCE MAJEURE

A Party which invokes a case of force majeure is bound to perform those of its obligations not directly affected by the alleged case of force majeure. Cases of force majeure are expressly considered to be those usually accepted by the case law of English courts and tribunals.

15. COMPLIANCE

The Supplier undertakes to comply with and procures that its subcontractors expressly comply with the JCDecaux Suppliers Code of Conduct, of which it acknowledges having duly signed a copy. It furthermore declares being aware of and undertakes to comply with English, European and international laws and regulations applicable in the United Kingdom.

16. PERSONAL DATA

Each Party may process personal data relating to members of staff, legal representatives, corporate officers, directors or other contacts who are natural persons of the other Party (collectively, the "Contacts" of a Party), with a view to managing the commercial and contractual relationship. Each Party acts within this framework as an independent data controller and undertakes to process the personal data of the other Party's Contacts in compliance with the applicable regulations, in particular the General Data Protection Regulation (EU) 2016/679 and the UK Data Protection Act 2018. As such, each Party undertakes in particular to process only the data necessary for the purposes pursued, not to use it for other purposes, in particular commercial purposes, to store it securely and to delete it within a reasonable period at the end of the relationship. Any processing of personal data carried out by one of the Parties as joint data controller or as sub-processor of the other Party shall be subject to a separate personal data processing agreement.

17. THIRD PARTY RIGHTS

The GTC do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the GTC.

18. RIGHT TO WORK COMPLIANCE

18.1 In this clause 18:
"Identity Verification" means proportionate systems and processes to verify, on an ongoing basis, that each individual personally performing the Services is the individual on whom the relevant Prescribed RTW Check was carried out (which may include, for example, identity or access passes, facial verification technology (including through a registered right to work digital verification service provider), biometric or attendance management systems or periodic re-verification); "Illegal Working Laws" means the Immigration, Asylum and Nationality Act 2006 (as amended by the Border Security, Asylum and Immigration Act 2025), the Immigration (Restrictions on Employment) Order 2007 (as amended), and all related secondary legislation, codes of practice and guidance as in force from time to time; "Prescribed RTW Checks" means right to work checks carried out in accordance with the Illegal Working Laws and the applicable code of practice; "Statutory Excuse" means a statutory defence against civil penalty liability under the Illegal Working Laws; and "Supplier Personnel" means all individuals who personally perform any part of the Services on behalf of the Supplier, whether engaged by the Supplier under a contract of employment, a worker's contract or as an individual sub-contractor (in each case as defined in the Illegal Working Laws).
18.2 The Supplier shall comply with the Illegal Working Laws and shall carry out Prescribed RTW Checks on all Supplier Personnel before they commence any Services under an Order, including any follow-up checks required to maintain a Statutory Excuse where any individual has time-limited permission to work in the United Kingdom.
18.3 Where JCD is under a contract to provide work or services to a third party and the Supplier or any Supplier Personnel is engaged to carry out all or part of that work or those services, the following provisions shall apply:
(a) the Supplier shall carry out Prescribed RTW Checks on all Supplier Personnel before they commence any Services (and any follow-up checks required to maintain a Statutory Excuse where any Supplier Personnel has time-limited permission to work in the United Kingdom), and shall retain evidence of each check and make it available to JCD on request;
(b) the Supplier shall not sub-contract or delegate any part of the Services without JCD's prior written consent. Where consent is given, the Supplier shall impose equivalent right to work obligations on any sub-contractor, including the requirements of this clause 20, and shall ensure that any further sub-contracting by a permitted sub-contractor is subject to the same restrictions;
(c) JCD may, on reasonable notice, audit the Supplier's compliance with this clause 18, including by inspecting records of Prescribed RTW Checks, Identity Verification arrangements and any sub-contractor arrangements;
(d) where illegal working is identified in connection with the Services, or where JCD has reasonable cause to believe that any individual performing the Services does not have the right to work in the United Kingdom, JCD may by written notice require the Supplier to remove that individual from the Services, suspend the Services or terminate the Order with immediate effect. The Supplier shall include equivalent enforcement provisions in its contracts with Supplier Personnel and any permitted sub-contractor; and
(e) the Supplier shall cooperate with any Home Office investigation relating to illegal working in connection with the Services, including by providing: (i) information relating to the purpose and make-up of the chain of contracts through which the work or services are being provided; (ii) details of each employer or service provider involved, including its official name, company type, registered address or principal place of business and company registration number (where applicable); and (iii) any other information which the Home Office considers is, or may be, relevant to the investigation.
18.4 Where clause 18.3 applies, the Supplier shall:
(a) operate Identity Verification in respect of all Supplier Personnel that is proportionate to the nature of the Services, and describe those systems and processes to JCD in writing on request;
(b) provide such information and assurances as JCD reasonably requests (including completing any due diligence questionnaire) to enable JCD to satisfy itself that the Supplier's Identity Verification is effective, and notify JCD promptly in writing of any material change to it;
(c) on request, provide reference information from the relevant Prescribed RTW Check for any Supplier Personnel (being their name, a recent photograph and the date of the check) and cooperate with any reasonable spot-check JCD chooses to carry out;
(d) notify JCD promptly in writing if it becomes aware of, or suspects, that any individual performing the Services is not the individual on whom the relevant Prescribed RTW Check was carried out; and
(e) process any personal data in connection with Identity Verification in accordance with applicable data protection legislation and clause 16.
18.5 The Supplier represents and warrants to JCD that: (a) it has complied and shall continue to comply with the Illegal Working Laws; and (b) all information provided by the Supplier to JCD in connection with right to work compliance is accurate and complete.
18.6 The Supplier shall indemnify JCD against all losses, liabilities, costs, expenses, damages and claims (including reasonable legal fees and any civil penalties under the Illegal Working Laws) arising out of or in connection with any breach by the Supplier of its obligations under this clause 18.

19. SECURITY OBLIGATIONS AND AUDIT RIGHTS

The Supplier shall, and shall ensure that its subcontractors, maintain appropriate technical and organisational security measures aligned with recognised standards and good industry practice and will notify JCD without undue delay, and within 24 hours, of any actual or suspected security breach, cyber incident or unauthorised access affecting JCD, and fully cooperate with JCD's response, and he shall remain liable for subcontractors' actions. Upon request, the Supplier shall provide evidence of security compliance. JCD (or its appointed third party) may audit compliance on reasonable notice, with costs borne by each Party unless material non-compliance is found. If non-compliance is identified, the Supplier shall implement corrective measures at its own expense, and JCD may suspend or terminate the Order if issues are not resolved. This section survives as long as Supplier has access to JCD systems, data or confidential information.

20. APPLICABLE LAW AND JURISDICTION

The present GTC, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or are governed by the laws of England and Wales. Any dispute between the Parties relating to the existence, validity, interpretation, performance and termination of the Order or any clauses of the GTC, that the Parties are unable to resolve amicably, each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the GTC or its subject matter or formation.

21. SUPPLIER ACKNOWLEDGEMENT AND SIGNATURE

By signing and returning this document, the Supplier ensures that all the terms and conditions set out in JCDecaux's General Terms and Conditions of Purchase are made known within its organisation and undertakes to comply with them.

Company name:_____

Company address:_____

Name of signatory:_____

Function / job title:_____

Date:_____

Signature:_____