

APPENDIX 3.6. TO THE NETWORK STATEMENT

**GENERAL CONDITIONS APPLICABLE TO CONTRACTS FOR THE
PROVISION OF INDUSTRIAL SPACES
LOCATED IN THE SERVICE FACILITIES BELONGING TO THE
PUBLIC RAILWAY DOMAIN OF SNCF RESEAU**

NON-CONSTITUENT OF REAL RIGHTS

This document sets out all the general terms and conditions applicable to all provision agreements (CMD) offered by SNCF Réseau to all applicants wanting to benefit from an industrial space located within a freight yard, a combined transport terminal or including one or more sidings for a current use, such as defined under the NS.

Any type of provision whatsoever is governed by these “**General Terms and Conditions**” as well as by “**Special Terms and Conditions**” specific to the type of facilities made available (industrial space located in a yard, a CTT, or including sidings), which come to specify, complete or, where necessary, derogate to the General Terms and Conditions.

The terms used in the General and Special Terms and Conditions, refer to:

- “**BENEFICIARY**” means the natural or legal person, public or private, to whom the public domain is made available for carrying out the activities he has indicated.
- “**SNCF RÉSEAU**” means the infrastructure manager pursuant to Article L.2111-9 of the Transport Code.
- “**INDUSTRIAL SPACE (EI)**” refers to a space located within a freight yard, a combined transport terminal or including one or more sidings for a current use.

The Industrial Space is linked to the regulated activity to which it provides an improvement, a complement, and even the complete performance of a service. For example:

- Spaces located in combined transport terminals directly linked to rail-road handling & storage activities (handling yard)
- Freight yard storage spaces linked directly to railway transshipment operations
- An area located in a siding yard including a road access and buildings, making it possible to intervene on the rolling stock

I - GENERAL CHARACTERISTICS OF THE PROVISION AGREEMENT

ARTICLE 1 - LEGAL FRAMEWORK

As permitted by the provisions of Articles L. 2122-6 and L. 2122-14 of the General Code of Public Ownership, it is expressly agreed that the **BENEFICIARY** shall have no real right to the works, constructions or installations of real estate character that it builds on the public domain made available by **SNCF RÉSEAU**.

ARTICLE 2 - COMPLIANCE WITH LAWS AND REGULATIONS

The **BENEFICIARY** shall be required to comply with the laws and regulations in force, in particular those concerning:

- the police and railway security,
- the traffic, the storage and stabling of vehicles in the public domain premises of **SNCF Réseau**,
- urban planning and construction, classified installations for the protection of the environment and regulations on noise,
- dangerous goods

The **BENEFICIARY** shall be obliged at his expense, risks and perils to complete all administrative or police formalities and to obtain all permits necessary for the exercise of his activity. **SNCF Réseau** may not be held liable should such permits be refused or due to the conditions to which they are subject.

ARTICLE 3 – CONTRACT DOCUMENTS

The provision of an industrial space is governed by the following documents, in decreasing order of priority:

1. the Network Statement in force and the provisions of its appendices which concern the service facilities;
2. these General Terms and Conditions;
3. the Special Terms and Conditions and the appendices thereto;
4. the local operating document and where applicable, the prevention plan;
5. any technical documents.

Any reference to the **Provision Agreement** is understood to be a reference to all of the documents indicated above.

The signature of the above-listed documents (for the documents requiring signatures) takes priority over all documents and correspondence previously exchanged between the parties.

ARTICLE 4 - NATURE OF THE PROVISION

The provision is granted personally to the **BENEFICIARY**. It cannot be assigned or transmitted in any form whatsoever to a third party.

If the **BENEFICIARY** is a company, any proposed modification likely to change the form or the object of the beneficiary company, the person of its representatives, the distribution of the capital stock or the amount thereof, as well as any project of merger or absorption, shall first be notified to **SNCF Réseau** by the former. In this circumstance, **SNCF Réseau** reserves the right to terminate the provision, especially in the event that these modifications derogate from the strictly personal nature of the provision.

ARTICLE 5 – DOCUMENTATION AND INFORMATION

The details of the contact persons appointed by the parties are set out in the Special Terms and Conditions.

If meetings need to be held, they may be called at the initiative of either party.

Any meeting called by a party shall be subject to the sending out of an agenda by the party initiating said meeting at least one week in advance and the latter shall produce minutes of the meeting which must be signed by both parties.

Each party shall communicate to the other all the information required for the proper performance of the contractual documents set out in Article III. More specifically, each party commits to inform the other in writing, so as to be able to certify the date (email or RLAR), of any events or facts likely to affect the performance of the General and Special Terms and Conditions.

The documents exchanged between the parties shall be written in French and provided in the format(s) requested by SNCF Réseau, usually those used by the latter to perform the General and Special Terms and Conditions.

With regard to the above, the **BENEFICIARY** may request the documentation concerned in a format that it is able to use (paper or electronic submission). SNCF Réseau shall issue a favourable response where possible.

Any documentation or information required for the performance of the General and Special Terms and Conditions is supplied by the parties free of charge, unless otherwise specified in the Special Terms and Conditions.

ARTICLE 6 - DESIGNATION OF THE INDUSTRIAL SPACE PROVIDED

The Special Terms and Conditions and the documents annexed thereto shall designate the **Industrial Space** made available.

The **BENEFICIARY** accepts the premises as they are at the time of entry into possession, without being able to demand from **SNCF Réseau** any work of any nature whatsoever.

An inventory, drawn up jointly between the **BENEFICIARY** and **SNCF Réseau**, shall be annexed to the Special Terms and Conditions.

II – TERMS AND CONDITIONS FOR THE PROVISION OF INDUSTRIAL SPACES

ARTICLE 7 - TERMS AND CONDITIONS FOR THE PROVISION

7.1 For the BENEFICIARY

THE BENEFICIARY formally commits to never use the Industrial Space for any other purposes, nor in other conditions than those set out under the Special Terms and Conditions concluded with SNCF Réseau, unless it receives the prior written agreement of SNCF Réseau.

The Special Terms and Conditions specify the manner in which the **BENEFICIARY** may, in the context of the authorised activity, carry out transshipment operations for polluting or dangerous substances.

7.2 For a “SUB-BENEFICIARY”

The BENEFICIARY may assign to a SUB-BENEFICIARY a partial or total provision of the Industrial Space made available by SNCF RESEAU, subject to the following stipulations:

7.2.1: Any provision shall be subject to the prior and express agreement of SNCF Réseau.

7.2.2: The BENEFICIARY shall not grant more rights than he holds under this agreement. In particular, he agrees to:

- expressly inform the SUB-BENEFICIARY of the following points:
 - the contract between the BENEFICIARY and the SUB-BENEFICIARY shall expire no later than the expiry or termination date of this Provision Agreement,
 - the SUB-BENEFICIARY may not assign its rights to another third party.
- send SNCF RESEAU a copy of the contract binding it to its SUB-BENEFICIARY, including the duration and economic conditions.

7.2.3: the BENEFICIARY assumes vis-à-vis SNCF Réseau full liability for the consequences of providing the space to the SUB-BENEFICIARY

7.2.4: Upon the expiry of this Provision Agreement or in the event of its termination, the BENEFICIARY undertakes to ensure, at its own expense, the premises are released by its SUB-BENEFICIARY.

7.3 Provision of an Industrial Space and Service Facility Manager status

Whenever the provision of an Industrial Space by SNCF Réseau to a BENEFICIARY leads the latter to exercise a regulated activity (within the meaning of Decree No. 2012-70 dated 20 January 2012 pertaining to passenger stations and other railway network service infrastructures, as modified), it commits to publish on its website, or failing this to communicate to SNCF Réseau – which will publish it immediately in its current NS – a description of the facilities offered as well as a contract and price offer.

ARTICLE 8 - INSTRUCTIONS LINKED TO THE PROVISION

The **BENEFICIARY** commits to only use equipment compatible with the Industrial Space, whatever the type of equipment, and complies with the provisions of the local operating document, for rolling stock. It must be able to prove its compliance with this obligation at any time on request.

The **BENEFICIARY** shall make sure it conducts its operational management, rail production and stabling operations in strict compliance with safety measures.

As a reminder, the **BENEFICIARY** must comply with the applicable rules set out in the document RFN-IG-TR-1 A 00-No.004 “*Use of sidings*”.

For the entire duration of the **BENEFICIARY**'s presence on SNCF Réseau facilities, the former shall apply the regulatory provisions in force on the site and comply with any instructions given by the SNCF Réseau Manager (or the latter's appointed substitutes, where applicable).

The **BENEFICIARY** shall be liable for securing its property.

ARTICLE 9 – ACCES AND SECURITY

The conditions of use and maintenance of access are defined in the *Special Conditions*; the authorised route is included in the map attached to it.

The **BENEFICIARY** shall ensure that its staff and any third parties visiting the site are aware of the authorised route and special security instructions, as well as the regulations in force regarding traffic and parking on the public domain premises of **SNCF Réseau**. He also undertakes to comply with and ensure compliance with the various requirements.

ARTICLE 10 – WORKS AND CONSTRUCTIONS

Unless expressly agreed upon by **SNCF Réseau** beforehand, all real estate works and the construction of structures and facilities by the **BENEFICIARY** on the Industrial Space made available are forbidden.

Article 11 - REPORTING REQUIREMENTS

To enable **SNCF Réseau** to fulfil its reporting obligations with the tax authorities, the **BENEFICIARY** shall communicate to **SNCF Réseau** all information relating to:

- the modification of the consistency of works, constructions or installations,
- a change in the use of a building,

And likely to have a direct or indirect impact on the tax base.

This information shall be provided to **SNCF Réseau** within forty five (45) days of the occurrence of said modifications.

ARTICLE 12 - MAINTENANCE, REPAIRS, ENVIRONMENTAL PROTECTION

12.1 – General conditions

The **BENEFICIARY** shall ensure that the facilities provided remain in good condition and shall maintain them at his own expense, risk and perils. The same shall apply to the works, constructions and installations that he is authorised to build.

This obligation covers in particular the rental maintenance including the cleaning and routine maintenance operations set out in the Special Terms and Conditions.

The execution of this work, whatever its duration, shall not entail any compensation or reduction in the fee. The same shall apply to restoration work following partially damaged property.

The **BENEFICIARY** shall allow **SNCF Réseau's** agents to enter the site, particularly to ensure that:

- the facilities provided are in good condition,
- measures have been taken for the prevention of fire and the good condition of all fire extinguishers installed by the **BENEFICIARY** and at its expense, both in application of the regulations in force and at the request of **SNCF Réseau**.

These checks shall not, under any circumstances, lead to **SNCF Réseau's** liability in case of damage.

12.2– Protection of the environment

The **BENEFICIARY** declares being personally responsible for any question relating to the environmental policy concerning the facilities made available to it under this Provision Agreement.

It shall take all necessary measures and shall comply with all measures prescribed by the law or regulations in force in order to protect the Industrial Space provided, at any time, from any form of pollution.

If one way or another, as a result of the actions or the abstention of the **BENEFICIARY**, its agents, representatives or co-contractors, pollution is detected, the **BENEFICIARY** shall be held liable. It shall then be responsible for carrying out all the work necessary to remove the source of pollution and eliminate all consequences, on or in the Industrial Space provided under the agreement, as well as in or on neighbouring properties.

To this end, it undertakes to inform **SNCF Réseau** as soon as pollution is discovered and to appoint, at his expense, an expert recognised and approved by **SNCF Réseau**, whose task shall be to study the nature and the extent of the pollution and the means to be implemented in order to remove the source and eliminate all the consequences. A copy of the report shall be sent, without delay, by the **BENEFICIARY** to **SNCF Réseau**. In addition, in the event that **SNCF Réseau** incurred study and checking costs related either to the establishment of the work to be done to remedy the situation or to monitor the work carried out by the **BENEFICIARY**, the latter undertakes to reimburse all of these costs to **SNCF RÉSEAU**.

If, following the discovery of pollution, negotiations were to be initiated with the competent authorities or third parties, the **BENEFICIARY** shall be in charge of conducting these negotiations. It shall, however, keep **SNCF Réseau** perfectly and fully informed of the progress of the negotiations and, at its request, involve it in these negotiations.

Work to remove sources of pollution and elimination of its consequences shall be carried out by the **BENEFICIARY**, exclusively at his own expense and under the control of the expert appointed under the conditions provided for in the article above. The **BENEFICIARY** shall regularly update **SNCF Réseau** on the progress of this work.

At the end of the work, the expert shall be responsible for confirming the elimination of the sources of pollution and the elimination of all its consequences, for ordering additional work if necessary and for monitoring its implementation.

If the **BENEFICIARY** fails to carry out the above measures, **SNCF Réseau** may proceed with them or have them carried out at the expense of the **BENEFICIARY**.

ARTICLE 13 - DISTURBANCES

The **BENEFICIARY** shall be responsible for, without being able to claim any compensation or reduction of fees, the consequences of work needed in the public interest, to satisfy **SNCF Réseau**, or public security, whatever the duration.

ARTICLE 14- INSPECTION RIGHTS

As part of the tasks imposed by the laws and regulations, and in particular as an owner of the railway public domain, SNCF Réseau may, at any time, in any location and without notice, intervene in the Industrial Spaces provided to make sure the **BENEFICIARY** complies with its obligations, and in particular those linked to safety as well as those set out in the Special Terms and Conditions. These interventions can be carried out by SNCF Réseau's authorised personnel or by any other person or body appointed by it and may take place at any time during the service provision.

The **BENEFICIARY** shall inform its staff and any service providers of this inspection right and shall ensure that SNCF Réseau, or any entity appointed by it, is able to exercise this right.

Any observations or failures noted during these inspection visits shall be communicated by **SNCF Réseau** to the **BENEFICIARY** by registered letter with acknowledgement of receipt.

ARTICLE 15 - DURATION

The effective date of the provision and its duration are set out under the Special Terms and Conditions.

Upon its expiry, the provision cannot be tacitly renewed, unless a derogation was made in the Special Terms and Conditions, yet this must remain in strict compliance with Articles L.2122-1-1 to L.2122-1-4 of the General Code of Public Ownership.

The Parties may meet before the expiry of the agreement to examine the conditions of a possible renewal or an extension by amendment, without the **BENEFICIARY** being able to rely on any right acquired in this respect.

Should the provision be renewed, a new agreement must be drawn up according to the procedures applicable at the time of renewal.

III - FINANCIAL PROVISIONS

ARTICLE 16 - PROVISION FEE

THE **BENEFICIARY** shall pay in advance a fee the amount, periodicity and payment terms of which are fixed in the Special Terms and Conditions.

ARTICLE 17 - INDEXATION OF THE PROVISION FEE

As regards Industrial Spaces including sidings for current use: The amount of the fee for the current use of the sidings changes with each change of timetable. The rate applied is that of the current use of the sidings published in the Network Statement for the timetable concerned and for which a favourable opinion of the Railway and Road Regulation Authority has been obtained, excluding maintenance costs, when they are borne by the **BENEFICIARY**.

As regards Industrial Spaces provided within a combined transport terminal or freight yard: the fee amount for providing buildings and facilities is indexed each year according to changes in the national index of the cost of construction published by INSEE, or whatever index the public authorities replace it with. The indexation formula is defined in the Special Terms and Conditions.

ARTICLE 18 – INVOICING

Invoices shall be sent out by mail.

On principle, the charge is due monthly and in advance, at the beginning of each month of the year, starting from the implementation date of the Special Terms and Conditions. The Special Terms and Conditions may derogate to this rule in certain specific cases.

For the period between the effective date of the Agreement and the end of the current month, and similarly for the period between the start of the current month and the expiry of the Provision Agreement, the **BENEFICIARY** shall settle the basic monthly charge calculated according to the time spent for the portion of the month.

Article 19 – SETTLEMENT

Settlement date

Invoices are payable within forty days of their issue date (date shown on the invoice). Settlements are paid by bank transfer to a bank account shown on the invoice or by direct debit.

SNCF Réseau shall not grant any discount for early settlement.

The **BENEFICIARY** commits to inform SNCF Réseau of any change to its invoicing address.

Direct debit

In order to facilitate the collection of all the amounts owed by the **BENEFICIARY** to SNCF Réseau under the Provision Agreement, the **BENEFICIARY** may authorise SNCF Réseau, or any duly authorised person, to withdraw all the amounts due to SNCF Réseau from its bank account when they are due.

The **BENEFICIARY** shall provide SNCF Réseau with a duly completed and signed SEPA (European) direct debit mandate, on the signature day of the Provision Agreement.

The **BENEFICIARY** shall ensure that there is a sufficient balance in its account to meet the withdrawals. The withdrawal shall take place on the date on which the invoice is due.

Should the direct debits be rejected on the scheduled withdrawal dates, the **BENEFICIARY** shall bear the charge for the rejection of the direct debit.

In the event of a change to its banking information, the **BENEFICIARY** undertakes to inform SNCF Réseau of its new bank details within fifteen (15) days before the next due date.

ARTICLE 20 - FINANCIAL GUARANTEE

Before entering the areas, the **BENEFICIARY** shall provide **SNCF Réseau** with a financial guarantee intended to cover all sums due under this agreement.

The forms and methods of this guarantee are defined in the Special Terms and Conditions.

ARTICLE 21 - EXPENSES

21.1 - Services and supplies

Expenses for connecting to public networks, the rental of meters, consumption of water, electricity, gas, telephone, heating, etc. are paid directly by the **BENEFICIARY**, to the administrators or services concerned.

However, if the administrators or services concerned cannot directly provide the **BENEFICIARY** with certain services or supplies, these are then managed by **SNCF Réseau**, according to the technical and financial conditions indicated in the Special Conditions.

In the latter case, the expenses incurred are reimbursed by the person designated in the Special Conditions:

- either at their actual cost, plus structural costs,
- or on the basis of a global annual fixed price, indexed under the same conditions as the fee and revisable at **SNCF Réseau's** initiative, particularly in the event of a change in the services and supplies insured or in the event of a change in occupancy or of the use of the **Industrial Space**.

21.2 - Taxes and duties

On a regular basis during the term of this agreement, the **BENEFICIARY** shall pay any type of duties and taxes due to which it is subject due to the provision, so that **SNCF Réseau** is never questioned or implicated in this regard.

The BENEFICIARY shall refund SNCF Réseau any amount of duties and taxes SNCF Réseau is required to pay for the Industrial Space concerned.

This amount is payable within the conditions and according to the periodicity set for the payment of the charge.

The annual amount follows changes in the taxation of the asset to which it pertains (in value and scope) over the term of the agreement.

ARTICLE 22 - VALUE ADDED TAX

The amounts billed to the **BENEFICIARY** under any provision shall be subject to value-added tax (VAT) at the standard rate in force on the date of invoicing.

ARTICLE 23 – INTEREST FOR LATE PAYMENT

Amounts not paid by the payment deadline indicated on the invoice are automatically increased by interest for late payment without the need to issue a summons or send any formal notice to the **BENEFICIARY** and whatever the cause of late payment. These late payment interests are calculated based on the rate mentioned in the Special Conditions. Interest capitalisation shall take effect as of right.

IV - LIABILITY AND INSURANCE

ARTICLE 24 - LIABILITY

24.1 - Any accident or damage, caused by non-compliance with:

- legislative and regulatory requirements, in particular those referred to in **Article 2 "Compliance with laws and regulations"** and **Article 14 "Works and constructions"**,
- regulations and special instructions referred to in **Article 13 "Access and Security"** -above, as well as the requirements relating to security, traffic and parking in the public domain premises of **SNCF Réseau**, described in the Special Conditions,

shall be the liability of the **BENEFICIARY** who consequently waives all recourse against **SNCF RÉSEAU**, its respective agents and its possible insurers. He undertakes to indemnify them and to guarantee them against any action that may be brought against them.

24.2 - Unless SNCF Réseau or its agents are proven responsible, the **BENEFICIARY** shall bear alone the pecuniary consequences of damages of any kind that may be caused:

- to the Industrial Spaces made available to it as well as the works, constructions and installations it has implemented,
- to itself, the Industrial Spaces provided and the assets it owns in any capacity, as well as to its agents,
- to the Industrial Spaces provided, as well as third party goods and persons (including, but not limited to, subcontractors, contractors, railway undertakings, customers, co-occupiers, neighbours, etc.),
- to **SNCF RÉSEAU**, and to its agents, it being specified that **SNCF RÉSEAU**, as a co-occupant and neighbour, acts as a third party

Consequently, the **BENEFICIARY** shall renounce all recourse against **SNCF Réseau**, its agents and its possible insurers and undertakes to guarantee them against any action or claim against them and to compensate them for the prejudice suffered by them.

These provisions shall apply to damages that may arise as a result of or in connection with the execution of the occupancy agreement.

24.3 - The liability of the **Parties** shall be determined according to the rules of common law for damage resulting from fires or explosions occurring outside the land and buildings or parts of the buildings made available.

Article 25 – INSURANCE

25.1 Insurance for the risks related to the performance of WORKS

< Reserved clauses >

25.2 - Insurance for the risks related to the OPERATION

25.2.1 - “Public liability” insurance

1. The BENEFICIARY shall be required to take out a "*public liability*" insurance policy intended to guarantee the financial consequences of the risks placed on it under **Article 18 “Liability”**.
2. This policy must include the waiver of recourse, guarantee and indemnification clauses provided for in **Article 18 “Liability”**, and the **BENEFICIARY’s** insurer must expressly declare to replace its policy holder for the execution of these special clauses.
3. [Variation] **If the BENEFICIARY carries out the handling or storage of hazardous or polluting materials**

3.1 The OCCUPANT shall extend (or subscribe) the guarantees of its "Public Liability" policy:

- to the risk of pollution or damage to the environment of accidental and/or gradual origin that may reach the places at his disposal and cause damage to SNCF Réseau,
- up to a minimum amount of EUR 1,000,000 (one million) per claim, it being understood that this cannot in any circumstances constitute a limitation of liability.

3.2 Guarantees:

- In addition to damages to third parties, the guarantees subscribed to shall include on-site and off-site remediation costs for soils, subsoils and groundwater, as well as prevention costs.

Environmental damage with reference to European Directive 2004/35/EC shall be guaranteed with a minimum capacity of 250,000 (two hundred and fifty thousand) EUR when justified (for example when the land is located at a distance of less than five (5) kilometres from a NATURA 2000 classified area, or where the land is located upstream of a watercourse containing protected species or falls within the scope of the Appendix to the Directive).

- In the case of operation of underground storage facilities, the damage caused by them must be guaranteed.

3.3 This extension of guarantee:

- shall be applied throughout the duration of the occupation permit and,
- shall be maintained after the expiry or termination of the latter until submission by the BENEFICIARY of the report for the completed works or an

environmental diagnosis showing an environmental condition comparable to that present upon entry to the site if there is no need to carry out restoration work.

25.2.2 “Property Damage Liability” Insurance (“PD”)

1. When the **Industrial Space provided** includes buildings (in the sense of buildings or platforms, excluding tracks) and/or equipment that is insurable under a "*Property Damage*" type of coverage, the **BENEFICIARY** shall be obliged to take out this cover both in its name as well as on behalf and in the interest of **SNCF Réseau**, which will thus have the status of insured, a policy in the form of "*Property Damage*" liability insurance based on the "*all risks except*" formula to cover damage of any kind and regardless of its origin, which shall cover:
 - a. property,
 - b. the works, constructions, equipment and installations carried out by the **BENEFICIARY** up to the final amount of the work determined as provided for in article 14 "Works and constructions".
2. This policy shall also include clauses intended to cover:
 - a. "Miscellaneous expenses and losses" and "Liability" (including public liability normally incumbent on the property owner),
 - b. neighbourhood risks "Recourse of Neighbours and Third Parties" ("RNT"), as more fully described below (Article 19.2.4 "Neighbourhood Risk Insurance"),
 - c. indirect losses up to a lump sum of 10% of the amount of the damage,
 - d. the fees of experts appointed by the **BENEFICIARY**, **SNCF Réseau** or SNCF Immobilier (or the **MANAGER**),
 - e. the cost of demolition and excavation following a disaster,
 - f. the restoration and/or reconstruction of the installations.
3. The policy must be accompanied by a waiver clause from its insurer to pursue any recourse against **SNCF Réseau**, its agents and insurers, as the insurer of the **BENEFICIARY** must expressly declare to replace its policy holder for the execution of this special clause.

25.2.3 - Property insurance of the **BENEFICIARY**

1. The **BENEFICIARY** shall be responsible for insuring his own **PROPERTY** (all materials, movable objects, goods on the site made available and which may belong either to the **BENEFICIARY**, his staff, or to third parties, which he is safekeeping for them) based on the "all risks" formula.
2. For coverage purposes, the policy taken out by the **BENEFICIARY** (or for which it is the beneficiary) shall be accompanied by a waiver clause from its insurer to pursue any recourse against **SNCF Réseau**, its agents and its possible insurers, as the Insurer of the **BENEFICIARY** must expressly declare to replace its Insured for the execution of this particular clause.

25.2.4 - Neighbourhood Risks Insurance (“RNT”)

The **BENEFICIARY** shall be required to obtain "Recourse of Neighbours and Third Parties" insurance cover, for the pecuniary consequences of the liability he incurs vis-à-vis co-

occupants and neighbours for fire, explosion and water damage that may occur on the site provided.

Special extension (Dept. of Haut-Rhin, Bas-Rhin and Moselle): the fire liability of the insured shall be guaranteed if it is sought and proven for the risks located in the departments of Haut-Rhin, Bas-Rhin and Moselle, which benefit from a law of insurance exemption for rental risks.

This coverage shall be an extension of the property or public liability insurance.

Without waiting for the effective request of **SNCF Réseau**, it is expressly understood by the **BENEFICIARY** that it shall within ONE month:

- provide evidence to **SNCF Réseau** of the insurance policies it is obliged to have:
 - i. prior to the making available of the **Industrial Space**, and annually for the duration of the agreement for the policies referred to in article 20.2 "Insurance of risks related to operation"
 - ii. before the date of opening of the site for the risks referred to in article 19.1 "Insurance for the risks related to the performance of works",
- provide evidence of the regular annual payment of premiums relating to the aforementioned policies,
- notify **SNCF Réseau** of any material change affecting its insurance policy(ies) and any circumstance likely to cause the suspension or termination of the coverage.

With regard to the Insurance Certificate:

This document, issued exclusively by an insurance company, a general agent, or a recognised solvency mutual, shall:

- a) be an original copy drafted in French and using the EURO currency,
- b) be valid on the day of its presenting, and
- c) include the following information at the very least:
 - i. name of the insured
 - ii. designation of goods and/or exact activities covered
 - iii. the amounts of coverage for material, tangible, intangible consecutive and non-consecutive damages, and/or the limits stated and other extensions
 - iv. the validity period and date of issue of the insurance certificate
 - v. a clause waiving recourse if applicable
- d) and any other information usually entered on a certificate based on the coverage to which that certificate refers.

25.3 Insurance and obligation of the SUB-OCCUPANT

Once a sub-occupant has been authorised by **SNCF Réseau**, the **BENEFICIARY** shall procure compliance from the sub-occupant to subscribe to the same insurance policies and the same obligations as those of this article and **Art. 20 “Obligations of the OCCUPANT with respect to an insurance claim”** below.

ARTICLE 26 - OBLIGATIONS OF THE BENEFICIARY WITH RESPECT TO AN INSURANCE CLAIM

26.1 - Insurance claim

a) The **BENEFICIAIRE** shall:

- advise **SNCF Réseau**, within the time indicated in the Special Conditions, of any damage sustained or caused by the Industrial Spaces placed at its disposal as well as by the works, constructions and installations carried out by it,
- to submit, under the conditions and validity period of each insurance policy, all claims to the insurance companies. **SNCF Réseau** hereby provides the **BENEFICIARY** with the necessary authority to make these declarations.

b) The **BENEFICIAIRE** shall also:

- take the necessary steps to obtain from insurance companies the payment of compensation,
- carry out all necessary acts, formalities and appraisals, and provide the necessary support,
- in the case of difficulties, start all legal proceedings, constraints and necessary procedures.

c) The **BENEFICIARY** shall keep **SNCF Réseau** regularly informed of all its actions and the follow-up of the settlement of the claim.

d) All costs, fees and expenses of any kind, including legal fees, which may remain due as a result of the fulfilment of the obligations mentioned above, shall be borne by the **BENEFICIARY**.

26.2 - Claim settlement

a. In the event of partial damage, the **OCCUPANT** shall be required to restore the damaged areas with the same technical characteristics and the same quality of materials as the original premises, at his own expense and risk, under the conditions of Article 14. "Works and constructions".

SNCF Réseau shall reimburse the **OCCUPANT**, after receiving proof of the refurbishment work carried out, any indemnities it may receive from the insurance companies, subject, however, to the deduction of any taxes that may be levied on these indemnities.

If the administrative authorities refuse to grant the necessary permits for the restoration of the premises or the performance of the activity provided for in the

Special Conditions, the occupancy agreement shall be terminated automatically. The compensation procedure of the OCCUPANT is indicated in article 26 “Termination in the event of disaster”.

- b. In the case of total damage, the provisions laid down in **Art.26 “Termination in the event of a disaster”** shall apply.

V - TERMINATION OR EXPIRY OF THE AGREEMENT

ARTICLE 27 - UNILATERAL TERMINATION AT THE BENEFICIARY'S INITIATIVE

Under the conditions set out in the Special Conditions, the agreement may be terminated at the initiative of the **BENEFICIARY** each year, on the anniversary of its effective date. It shall inform **SNCF Réseau** under the conditions set out in the Special Conditions.

ARTICLE 28 - UNILATERAL TERMINATION AT SNCF RÉSEAU'S INITIATIVE

SNCF RÉSEAU may at any time terminate the agreement making the space available for railway purposes or any other reason in the public interest. **SNCF Réseau** shall inform the **BENEFICIARY**, at least six months in advance by registered letter with acknowledgement of receipt.

This termination entitles to the following, exclusively, and in application of Article R. 2125-5 of the General Code of Public Ownership:

- The refund to the **BENEFICIARY** of the portion of the charge paid in advance and corresponding to the remaining term upon the termination effective date.
- **The payment of an indemnity** corresponding to the non-amortised part of the investments made by the **OCCUPANT** during the term of the agreement, provided on one hand, these investments were authorised by **SNCF Réseau** in the conditions under Article 10 above and, on the other hand, the structures, constructions, equipment or facilities thus implemented remain and are in good conditions of use on the termination date.

This indemnity (IN) is calculated as follows: $IN = M \times [(d - a) / d]$, where

IN = Indemnity amount

M = Amount of the invoices corresponding to the works as set out in Article 14.1) above,

a = Period already amortised for the works (in months)

d = Amortisation period for the works (in months)

This indemnity to which the **BENEFICIARY** may be entitled shall be determined:

- based on the amortisation plan for the structures, constructions, equipment and facilities authorised under the Special Terms and Conditions. This plan is appended to the Special Terms and Conditions.
- based on the actual justified expenses. These are determined based on the quote attached to the authorisation request, corrected within the six months following the end of the works or the completion of each work phase.

The amortisation period (**d**) for said structures, constructions, equipment and facilities starts running from their completion or at the latest from the expiry of the works completion period set out in the Special Terms and Conditions.

The structures, constructions, equipment and facilities implemented by the **BENEFICIARY** cannot be amortised over a period exceeding the validity of the remaining term.

The amortisation is calculated in a linear manner.

ARTICLE 29 - UNILATERAL TERMINATION BY SNCF RÉSEAU FOR NON-COMPLIANCE BY THE BENEFICIARY WITH HIS OBLIGATIONS

In the event of non-compliance by the **BENEFICIARY** with one of his obligations, other than the one referred to in Article 24 below, **SNCF Réseau** shall notify him by registered letter with acknowledgement of receipt to comply within a set deadline.

Once this deadline has passed and without resolution of the situation by the **BENEFICIARY**, **SNCF Réseau** may immediately terminate the agreement by registered letter with acknowledgement of receipt.

ARTICLE 30 - TERMINATION CLAUSE FOR NON-PAYMENT

In the event of non-payment of the sums due by the **BENEFICIARY** on the payment deadlines indicated on the invoice, **SNCF Réseau** shall send a formal demand to pay the sums due within a month, by registered letter with acknowledgement of receipt.

In the absence of payment within the prescribed period, termination shall be automatic, notwithstanding any subsequent payment and without the need for any legal proceedings.

ARTICLE 31 - TERMINATION CLAUSE FOR FAILURE TO PROVIDE A FINANCIAL GUARANTEE

In the event of non-provision of the financial guarantee provided for in Article 8 or in the event of non-reinstatement within two weeks of said financial guarantee in the event that it has been called on by **SNCF Réseau**, the latter shall give formal notice to the **BENEFICIARY**, by registered letter with acknowledgement of receipt, to provide said guarantee or to reinstate it.

If the guarantee is not provided or reinstated within the time specified in the formal notice, termination shall take place automatically and without there being any need to complete any judicial formalities.

ARTICLE 32 - TERMINATION IN THE CASE OF DISASTER

This **Provision Agreement** shall be terminated ipso jure in the event of destruction of the occupied premises if the **BENEFICIARY** is unable to operate on said premises or to use them in accordance with their intended purpose, as provided for in the *Special Conditions*.

ARTICLE 33 - INDEMNIFICATION OF THE BENEFICIARY

Except in the case set out under Article 22, the expiry or the termination of the agreement for any reason whatsoever shall not entitle the **BENEFICIARY** to any form of compensation.

ARTICLE 34 - REMOVAL OF WORKS CREATED BY THE BENEFICIARY

Upon expiration or termination of the agreement, and unless expressly requested otherwise by **SNCF Réseau**, the **BENEFICIARY** shall proceed with the demolition at its own expense, risk and peril of the works, constructions and installations it has implemented.

If the **BENEFICIARY** fails to carry out the demolitions mentioned above, **SNCF Réseau** may proceed with them or have them carried out at the expense of the **BENEFICIARY**.

34.1 - Upon the normal expiry of the agreement or in the case of its early termination on the initiative of the BENEFICIARY

In this context, at least six months before the scheduled expiry date of the agreement, the **BENEFICIARY** shall send **SNCF Réseau** a registered letter with acknowledgement of receipt asking it what should become of the works constructed by it.

The absence of any response from **SNCF Réseau** two months after said request was sent shall be considered as its refusal to keep said works. In this case, the **BENEFICIARY** must demolish these works and restore the premises to their initial condition.

34.2 - Early termination of the agreement upon the initiative of SNCF Réseau

In this case, **SNCF Réseau** shall indicate in the termination decision what should become of the works constructed by the **BENEFICIARY**.

ARTICLE 35 – LEAVING THE PREMISES

On the expiry or termination date of the agreement, the **BENEFICIARY** shall be obliged to evacuate the occupied premises and to return them completely free of all movable objects.

Subject to the application of articles 26 and 28 above, the **BENEFICIARY** shall be obliged to restore the premises in a good state of maintenance.

An inventory shall be drawn up jointly. Where applicable, **SNCF Réseau** shall proceed with or instruct others to do the work necessary to restore the premises to their original state, at the expense of the **BENEFICIARY**.

At the end of the agreement, prior to its departure, the **BENEFICIARY** shall confirm to **SNCF Réseau**, in writing, that no pollution has been caused by it or due to its responsibility or, if this is not the case, that all the sources and consequences of pollution have been eliminated.

During termination of all activities in the Industrial Space, and before any return to **SNCF Réseau**, the latter may require the **BENEFICIARY** to carry out a diagnosis of the state of the soil, the subsoil and the surrounding areas likely to have been polluted during the occupation period. The results of these analyses shall be communicated to **SNCF Réseau**.

In the event that these results show a soil or subsoil pollution related to the activity of the **BENEFICIARY**, the latter undertakes to take on the work necessary for the restoration of the premises.

If the activity carried out by the **BENEFICIARY** comes under the legislation on classified installations or if SNCF RÉSEAU finds in the description of the premises' condition mentioned above, a pollution of the site, the **BENEFICIARY** shall appoint a specialised research organisation, at its own expense, to carry out an analysis of the soil and subsoil of the site and the surrounding areas likely to have been polluted and communicate the results thereof to SNCF Réseau.

In the event that pollution is detected, the **BENEFICIARY** undertakes to carry out, at its own expense and risk, all the work necessary to clean up the soil and subsoil of the grounds in question and to provide SNCF RÉSEAU with a certificate of pollution free premises.

During the entire period of unavailability of the Industrial Space following the agreement's expiry date, the **BENEFICIARY** shall pay SNCF Réseau a monthly allowance equivalent to the amount of the charge and expenses, without prejudice to claims for further compensation.

In all cases, if the activity carried out by the **BENEFICIARY** falls under the legislation on classified installations, the **BENEFICIARY** shall provide SNCF Réseau with a certificate of cessation of activity submitted to the Prefect pursuant to the Environmental Code.

ARTICLE 36 - ACCESS RIGHT

SNCF Réseau shall have the option to visit the premises during the notice period, by giving the **BENEFICIARY** 24 hours' notice.

Article 37 – EVICTION

If the premises are not left within the required time, **SNCF Réseau** shall initiate an eviction procedure before the competent court.

VI – MISCELLANEOUS PROVISIONS

ARTICLE 38 - CHANGES IN THE INDUSTRIAL SPACES AND THEIR ACCESS CONDITIONS

Construction, development and scheduled maintenance

In order to carry out construction, development or maintenance work on the Industrial Spaces belonging to it, SNCF Réseau may temporarily be required to suspend the performance of all or part of a Provision Agreement.

If this work will significantly disrupt the use of the Industrial Space, SNCF Réseau undertakes to warn the BENEFCIARY as soon as it is aware of the corresponding schedule, before starting the works, and to inform it of the likely duration of these works. Together with the BENEFCIARY, SNCF Réseau shall endeavour to find a solution, where this is possible in terms of the technical and economic schedule that minimises the impact for all the BENEFCIARIES.

Unscheduled restoration

In the event of a failure that prevents the safe use of all or part of an Industrial Space, SNCF Réseau may suddenly be obliged, without notice, to close off access or to forbid its use for the time required to restore its condition. SNCF Réseau shall inform the BENEFCIARY as soon as it becomes aware of the situation and shall make sure to consider the possible solutions with it.

Except in the case of duly proven fault on the part of SNCF RÉSEAU and a duly justified injury to the BENEFCIARY, no compensation may be claimed from SNCF Réseau because of unscheduled works to restore the Industrial Spaces.

Temporary closure of an Industrial Space or one of its constituent parts

Under exceptional circumstances, specifically at the request of the police or in the event of proven danger to the safety of people or property, all or part of an Industrial Space may be temporarily closed. SNCF Réseau shall inform the BENEFCIARY as soon as it becomes aware of the situation and shall make sure to consider the possible solutions with it.

Except in the case of duly proven fault on the part of SNCF RÉSEAU and a duly justified injury to the BENEFCIARY, no compensation may be claimed from SNCF Réseau because of unscheduled works to restore the Industrial Spaces.

Force majeure and similar events

A case of force majeure shall be any irresistible, unpredictable event outside the control of the parties to the Agreement, making it impossible for either party to fulfil all or part of its obligations.

Moreover, within the meaning of these General Terms and Conditions, the following events shall be deemed to explicitly constitute events that are similar to cases of force majeure:

- accidental occurrences (such as fire, explosion, collision with road vehicles, suicides and attempted suicides, collisions with people or animals on railway property, etc.) or acts of wilful or criminal damage (sabotage, vandalism, etc.) ascribable to third parties;
- natural disasters or weather-related phenomena (frost, snow, heat waves, floods, storms, etc.) of an intensity and/or on a scale deemed exceptional by comparison with normal conditions in metropolitan France;
- any strikes among the personnel of the railway and action taken on such occasions. Other than in cases falling into the context of force majeure as recognised by the Cour de cassation (Court of Justice) in its judgement dated 11 January 2000 (appeal no. 97-18215), the railway undertaking and SNCF Réseau will not be allowed to use strikes among the members of their own workforce as an argument to escape from their obligations under this Agreement”];
- measures taken or demanded by the public authorities for reasons linked with national defence, public or civil safety or by the judicial authorities or the fire and emergency services, and the inconvenience caused by their operations.

The parties to this Provision Agreement shall incur no liability and shall have no obligation to repair the damage suffered by one or the other because of failure to perform or deficient performance of all or part of their obligations, if such failure to perform or deficient performance is due to the occurrence of an event falling into the category of force majeure or a similar event.

The contractual obligations that cannot be performed because of a case of force majeure or a similar event shall therefore be suspended throughout the duration of the said event.

The party reporting a case of force majeure or a similar event shall be obliged to deploy all the resources at its disposal to limit the scale of the event and its duration. Any party which, by action or omission, has aggravated the consequences of the event shall only be entitled to invoke the event with respect to those effects that would have occurred, if such action or omission had not taken place.

If an event lasts for more than one month and affects the performance of the Provision Agreement in its entirety, either party may terminate the Agreement, without the other party being entitled to compensation of any sort, by sending the other party a registered letter with acknowledgement of receipt. Termination shall come into effect on expiry of a period of 15 calendar days from the date on which the said letter was despatched.

In the event that the Provision Agreement is not affected as a whole by the event, the parties shall come together to determine in good faith which obligations may be considered to be terminated and the concrete conditions governing this termination.

ARTICLE 39 - CONFIDENTIALITY

Without prejudice to the exchange of information strictly necessary between SNCF Réseau and the BENEFICIARY as part of the meetings held to draw up this Provision Agreement, both SNCF Réseau and the BENEFICIARY undertake to refrain from disclosing to any third party, in any form, spoken or written any confidential information, regardless of the medium (specifically, paper, electronic or digital storage device).

The term “confidential information” refers to the following in particular:

- any document or information disclosed by a party during the period of validity of the Provision Agreement, regardless of the medium (verbal, written, digital, etc.), including, without limitation, all information, documents or data whether economic, technical, commercial, operational, strategic or other in nature, concerning the activities, customers, operational processes or methods, whether current or future, of the applicant and of SNCF RÉSEAU and any disputes that might arise between the parties regarding this Provision Agreement and its execution, as well as any document or information labelled as such by either party.

Both during the drafting and execution of the Provision Agreement and for two (2) years following its expiry (regardless of the reason), the parties mutually undertake, with regard to confidential information received from the other party:

- (i) to protect it and keep it strictly confidential;
- (ii) not to disclose them to third parties without the explicit prior written consent of the other party;
- (iii) only disclose it to members of their staff (employees, subsidiaries or service providers, including subcontractors) to whom this disclosure is necessary for the execution of the Agreement;
- (iv) to limit its use to what is strictly required for the execution of the obligations under the Agreement

Therefore, the parties shall take all necessary steps to ensure that their employees, managers, administrators, personnel and service providers that may have knowledge of confidential information as part of their duties are informed of this confidentiality requirement and comply with its content.

All confidential information communicated between the parties, regardless of the format and medium, shall remain the property of the disclosing party.

These provisions shall not apply to information which:

- i. has fallen into the public domain (through no fault of the recipient);
- ii. was already known to the recipient in good faith before being communicated as part of the Provision Agreement. This knowledge must be proven by the existence of appropriate documents within the recipient's files;
- iii. has been disclosed to a third party or a public authority in accordance with legal or regulatory requirements or in execution of a court order. Specifically, the duty of confidentiality shall not apply in the event that the information or the document is revealed to exercise its rights or claims before the Railway and Road Regulation Authority, the competition authority or any other court.

ARTICLE 40 - OWNERSHIP

These General Terms and Conditions; and the Special Terms and Conditions shall in no way confer real rights on the public domain nor effect a transfer of ownership to the BENEFICIARY.

ARTICLE 41 – MODIFICATIONS

In the event of a modification to the legislative and regulatory framework, or if there is an arbitration or judicial settlement, or any modification to the applicable Network Statement concerning the use of the Industrial Spaces, the parties undertake to introduce, where applicable, any adaptations required to these General Terms and Conditions, as well as to the Special Terms and Conditions, if necessary.

If the decisions mentioned above should be cancelled, in whole or in part, the applicable provisions shall revert to those initially in place before modification.

Once the Special Terms and Conditions are signed, SNCF Réseau may still update, where required, the local operating document and any technical documents depending on the applicable legal and regulatory provisions, including the provisions of the Network Statement.

ARTICLE 42 - OBLIGATIONS REQUIRED BY DEFENCE, PUBLIC SAFETY AND SECURITY

SNCF Réseau may have to modify or suspend the execution of these General Terms and Conditions, or the Special Terms and Conditions in application of the Transport Code, the Defence Code or any other applicable text.

As part of the security policy for the sites on which the Industrial Spaces are located, the BENEFICIARY shall be responsible for organising the security of its staff, customers and property. Staff of the police services and the gendarmerie shall have jurisdiction to take any action on SNCF Réseau premises.

In the cases listed under Article L.2221-2 of the Defence Code and according to the provisions of Article L.2223-12 et seq. of the same Code, and when required in the interests of national safety and security, SNCF Réseau may have to provide the services set out under the General and Special Terms and Conditions in priority to the national defence and safety authorities requiring them.

Similarly, in situations in which national safety, national security or public health are at stake, particularly due to law enforcement operations, disruptions to the execution of the stipulations of this Provision Agreement may be caused; these are beyond the control of SNCF Réseau, which shall do its utmost to fulfil to the best of its ability its obligations under this contract.

Each party shall be responsible for its obligations towards the administrative, legal, and military authorities and the police. It shall keep abreast of the security measures that may be imposed on it by the public authorities, particularly with regard to anti-terrorist or health measures.

The BENEFICIARY acknowledges and accepts that SNCF Réseau may temporarily suspend, where required, the execution of all or part of this Provision Agreement.

SNCF Réseau may in particular be obliged to take special security measures, on a permanent or temporary basis, potentially at the express request of the public authorities, with regard to the protection of people, Industrial Spaces or sensitive rolling stock, in particular by requiring the implementation of staff access controls. The candidate undertakes to comply with the measures in question.

The BENEFICIARY shall provide, where required, its support to help meet the requirements of the authorities.

By express agreement between the parties, no legal action or claim whatsoever may be initiated or formulated by either of the parties in the event that the execution of this Provision Agreement is suspended or modified to meet the obligations imposed in connection with defence, public safety, security or public health. A lack of knowledge of these obligations shall not excuse either party of any violation.

ARTICLE 43 - COMPLIANCE WITH APPLICABLE REGULATIONS

The BENEFICIARY undertakes to take all necessary measures to ensure compliance with the railway, social, environmental and any other type of regulation applicable upon the entry into force of the Provision Agreement, on the site(s) where the Industrial Spaces are located.

The BENEFICIARY must ensure that its staff and any person entering the Industrial Spaces at its request are aware of and strictly comply with the applicable regulations concerning traffic and stabling on SNCF Réseau premises, as well as the authorised itinerary and the particular safety provisions specified in the local operating document.

The BENEFICIARY must also comply, where necessary, with any order or instruction issued by the movements' operative responsible for the operational management of rail movements entering or leaving the site on which the Industrial Spaces are located.

The BENEFICIARY shall not be entitled to claim any compensation for damage or disruption resulting from its non-compliance with any of these rules.

ARTICLE 44 –AUTONOMY OF THE CLAUSES

In the event that one of the provisions of the General or Special Terms and Conditions appears contrary to the applicable legal or regulatory provisions, including the Network Statement, or if one of the provisions has been found to be invalid by a competent court, all other provisions shall remain fully in force and shall continue to take effect, unless the execution of the Provision Agreement becomes impossible.

ARTICLE 45 - ELECTION OF DOMICILE

The BENEFICIARY and SNCF Réseau elect the address of their registered office as domicile for all written correspondence, unless stipulated otherwise. If there is a change in the delegate(s) and/or bank, address, email or telephone details, the candidate is obliged to inform the PSEF by registered letter with acknowledgement of receipt, or by any other means permitting confirmation of receipt, respecting a notice period of 15 days.

ARTICLE 46 – DISPUTES

a) Applicable Law and Language

The Provision Agreement is governed by French law.

All written or oral exchanges between the parties and in particular, technical exchanges relating to operational problems shall be made in French.
In the event of translation, only the French version shall be legally binding.

b) Disputes between the parties

Settlement of disputes via conciliation or court procedures

Any disputes arising between the parties in the course of the execution of this Provision Agreement may be subject to a conciliation process without any prejudice for one or the other party having recourse to emergency procedures in order to protect its rights or to take primary control of the regulation of the railway and road operations.

A conciliation process is initiated with a registered letter with acknowledgement of receipt addressed to the other party.

The chosen conciliators must be natural persons who are impartial to both parties and who present guarantees of their independence and professionalism, with each party then appointing one such person, unless they agree on a single conciliator, in which case such a conciliator shall act with the costs shared.

In the event that the initiated conciliation process should fail, when appropriate, competence will be given to the Paris courts to examine the disputes, irrespective of the number of defendants or introduction of third parties, even in the event of urgent referrals or emergency injunctions.

ARTICLE 47 – STAMP DUTY AND REGISTRATION

The stamp duty and registration fees for this Provision Agreement and its appendices shall be borne by the Party who has requested this formality.