

# GENERAL TERMS & CONDITIONS OF PURCHASE APPLICABLE TO WORKS (GTCP WORKS)

## Appendix no. 4

### **Article 1 - Scope of application of these General Terms & Conditions of Purchase (GTCP)**

The aim of these GTCP is to define the framework of the contractual relationship between the University and its co-contractors.

For the purposes of these general terms and conditions of purchase,

«the buyer» refers to Université Lumière Lyon 2 in its capacity as works commissioner, and «the supplier» refers to the co-contractor of Université Lumière Lyon 2 in charge of performance of the works.

These GTCP, which may be accompanied by Université Lumière Lyon 2's Special Terms and Conditions of Purchase (STCP), apply to all purchases of works worth less than €40,000 (exc. tax).

The supplier must accept them and sign them before the notification of the order.

### **Article 2 - Aim**

The aim of the contract, its content, its technical specifications and the special terms of performance are defined in the purchase order form, these GTCP and, if applicable, the STCP, and/or all other relevant documents relating to the purchase. It is expressly acknowledged between the buyer and the supplier that the present contract is a public works contract under Articles L2, L1111-1, L1111-2 and L1111-5 of the French Code of Public Procurement.

### **Article 3 - General obligations of the supplier**

The supplier is subject to an obligation of result for the performance of the buyer's order. To this end, the supplier undertakes to perform the works in all circumstances, except in cases of *force majeure*.

The supplier must report all events which might affect the successful execution of the works. He must ensure that the works which he carries out comply with the legislative and regulatory requirements in force regarding the environment, safety, public health, and the preservation of the neighbourhood. He must be able to show proof of this during the performance of the works if the buyer so requests.

To perform the order, the supplier must assign staff whom he has trained, who are capable, qualified, and competent, and in sufficient number so as to ensure the successful execution of the order and maintain such standards throughout the performance of the works. He should also provide all the material resources necessary to the perform the order. These material resources should comply with the relevant standards and regulations in force, and use of these material resources by the supplier or his subcontractors should conform to their end-use, specifications and procedures.

### **Article 4 - Constituent documents of the contract**

By way of derogation from Article 4.1 of the GAC WORKS\*, the constituent documents of the contract are as follows, in order of priority :

- The purchase order form issued by the University and any appendices ;

\* General Administrative Clauses applic. to public works contracts

- if applicable, the STCP (special terms and conditions of purchase) and any appendices ;

- these GTCP (general terms and conditions of purchase) ;

- the General Administrative Clauses applicable to public works contracts (GAC WORKS), approved by the decree of 30 March 2021 ;

- the supplier's technical and financial offer ;

- the special subcontracting agreements and their amendments subsequent to notification of the contract.

For information, the GAC WORKS can be found at :

<https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043310421>

Under no circumstances whatsoever do the stipulations in the technical and financial offer of the supplier take precedence over these general terms and conditions of purchase.

Likewise, the general terms and conditions of sale or service issued by the supplier, his subcontractors or his suppliers are not applicable to this contract.

Finally, the parties acknowledge that the provisions laid down in the Code of Public Procurement are applicable to the performance and completion of the works.

### **Article 5 - Notification of the contract, purchase order form and Notice to Proceed**

By way of derogation from Article 4.2 of the GAC WORKS, notification of the contract is effected by sending a copy of the purchase order form and any appendices to the supplier using any means, including electronic means. Since other constituent documents of the contract are deemed to be known by the supplier, their transmission is not necessary in order to finalise the commitment of each party. No other formality can be required by the supplier who waives this right expressly.

By way of derogation from Articles 3.7.2 and 3.8.2 of the GAC WORKS, if the supplier considers that the requirements of the purchasing order form or of a Notice to Proceed about which he is notified necessitate his observations, he must notify the buyer within seven calendar days from receipt of the purchase order form or the Notice to Proceed.

### **Article 6 - Representation of the buyer**

The supplier's principal contact is the person whose details appear on the purchase order form.

Unless otherwise noted in the purchase order form, the person authorised to represent the buyer regarding the performance of the contract under Article 3.3 of the GAC WORKS is the President of Université Lumière Lyon 2 and/or any other person who has been delegated for this purpose.





**Article 7 - Site access, safety and health coordination, site log, intellectual service providers and works progress**

**Site access**

Before any operation on site, the supplier should contact the person who signed the purchase order form or the person whose details are on the order form, in order to determine conditions of access to the site and any regulatory conditions.

**Safety and health protection of employees**

On site, the supplier takes all the necessary works and safety measures to prevent accidents, both with regards staff and third parties. The works are subject to provisions laid down in decree no. 92-158 of 20 February 1992 fixing the hygiene and safety requirements applicable to works carried out by an external company.

**Safety and health coordination**

Coordination in terms of safety and health takes place in order to prevent any risks arising from simultaneous or successive interventions of companies, and to anticipate, if necessary, the use of shared resources, such as infrastructure, logistical means and collective protection measures.

The buyer also establishes :

- a prevention plan, if works are carried out in his buildings including in his outhouses, by one or several companies ;
- or, if necessary, he appoints a safety and health protection coordinator in order to draw up a specific safety and health protection plan if construction or civil engineering operations involve at least two companies.

**Site log**

The submission of issued or received documents is carried out in accordance with Article 28.5 of the GAC WORKS. Maintaining a site log is not compulsory if the size of the site does not warrant it. This decision will be determined with the supplier as soon as the contract has been notified.

**Intellectual service providers**

According to requirements, and at any time and in a discretionary manner, the buyer reserves the right to engage the expertise of intellectual service providers (such as project managers, technical inspectors, safety and health protection coordinators, project schedulers and supervisors, geotechnical engineers, surveyors, works controllers, works management assistants, etc.).

**Works progress**

The supplier is reminded that these works are taking place in a working establishment, and that provisions should be taken to ensure compliance with the establishment's rules of procedure, and to avoid any disturbances which

might interfere with its activities.

Prior to any decision regarding the organisation of work and of resources and equipment he intends to use to complete the works, the supplier must have the buyer's consent.

Furthermore, in order to alleviate the inconvenience caused to staff and users during the duration of the works, the supplier must undertake all useful measures to minimise as far as possible all of the following disturbances:

- noise from various sources ;
- all sorts of vibrations ;
- smells, smoke, gas, dust, etc. ;
- detritus, waste and rubble coming from the performance of the works, stored provisionally on access routes or paths outside the confines of the site.

Before starting the works, if one of the above-mentioned inconveniences cannot be sufficiently alleviated or disposed of, the supplier should report it to the buyer.

Prior to any operation requiring welding or cutting work using electrical equipment or a blowtorch, the supplier should obtain a fire permit, as per regulations.

Finally, during the entire duration of the works, the surrounding areas must remain accessible and free of materials not necessary for the works. In this regard, the supplier is responsible for the removal of this waste and rubble to an approved landfill.

**Article 8 - File of performed works**

The provisions laid down in Article 40 of the GAC WORKS apply to the submission of the file of performed works. These documents will be provided by the supplier at his expense. Failure to submit these documents will result in penalties, the amount of which is provided for in Article 11 of these GTCP.

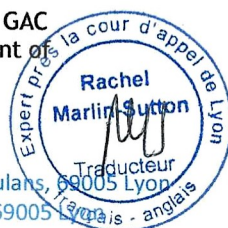
**Article 9 - Duration of contract, address and performance period**

Unless otherwise explicitly stipulated in the STCP, this contract is not renewable at term. The contract is active from its notification until the end of the defects liability guarantee provided for in Article 18 of these GTCP.

Unless otherwise stated by the buyer at the time of consultation, the performance period of the contract is stated by the supplier in his technical and financial offer. By way of derogation from Articles 18.1 and 28.1 of the GAC WORKS, the performance period of the contract proposed by the supplier or imposed by the buyer is deemed to include the site preparation period. After notification of the contract by the buyer, the performance period of the contract will be legally binding to both parties.

By way of derogation from Articles 18.1 and 28.1 of the GAC WORKS, the beginning of the performance period of the contract runs from the date of receipt of the notification of the contract (serving as the sole Notice to Proceed for the beginning of the performance of the contract, including site preparation).

Stipulations of Articles 18.2, 18.3 and 18.4 of the GAC WORKS apply to the extension or the postponement of





the performance period. Under the legislative and regulatory dispositions, in the case of bad weather the meteorological observation site is the Lyon-Bron Météo France weather station.

In all cases, when the supplier is incapable of complying with the contractual periods and requests an extension of the performance period, he must immediately inform the buyer in writing, outlining his reasons and asking for an extension or a postponement. In the absence of a written reply within the next 15 working days, it is deemed that the buyer has refused the supplier's request.

By way of derogation from Article 53.1.2 of the GAC WORKS, the supplier does not have the right to terminate the contract as a result of a postponement or of several successive postponements initiated by the buyer. Additionally, by way of derogation from Article 50.2.1 of the GAC WORKS, in the case of a late Notice to Proceed, the supplier does not have the right to ask the buyer to terminate the contract.

The works are performed at the address on the purchase order form, or, failing that, in the other contract documents, and according to the days and opening hours of the establishment.

#### **Article 10 - Price and settlement of accounts**

Unless expressly stated otherwise in the special terms and conditions, the contract price is fixed and a lump sum. Likewise, and unless expressly stated otherwise in the special terms and conditions, the contract price is deemed firm and updatable. The applicable prices are those stated by the supplier in his financial offer and they are restated by the buyer on the purchase order form. No additional price may be billed to the buyer.

The contract price can be updated at the supplier's request if more than three months has passed since the date when the supplier submitted his technical and financial offer to the buyer and the date when performance of the works ordered by the buyer began. The price is updated using the following formula :

Updated price = initial price x (indices or index at date of start of works - 3 months) / (indices or index at date of submission of supplier's technical and financial offer to the buyer).

The reference index, published by the National Institute for Statistics and Economic Studies or in the official government Journal, is BT01 (general 'all construction trades' index).

In all cases, the prices are considered complete, and include all expenses resulting from the performance of the works and services, including overheads and taxes, and guarantee the supplier a margin for risks and profit. Further to Article 9.1 of the GAC WORKS, the prices are also deemed to include :

- normally predictable constraints (bad weather, usual natural phenomena at the address where the works are being performed, locations and constraints specific to the buyer's sites/premises, etc.) ;
- expenses linked to special measures concerning the safety and health protection of employees, and notification of the contract at the end of the defects liability guarantee ;
- rental of equipment, costs of installation and removal

and/or necessary labour, calibration costs and dismantling of all materials, equipment, lifting gear, scaffolding required for the performance of the works, etc;

- expenses linked to preserving the works of the other trades, independently of the protection systems installed by the other trades ;

- on-site maintenance operation costs, costs incurred due to distance from sites exterior to the site in question, and transport costs, etc ;

- costs pertaining to services concerning holes, sealings, connections, removal of excavated earth, rubble, waste and packaging, and site cleaning ;

- specific constraints linked to the preliminary preparation of a quote or to a site visit ;

- all expenses resulting from the coordination, monitoring or performance of works and services provided via a consortium or a subcontractor ;

- all other causes (expenses necessary to the successful execution of the mission are deemed to be included in the contract, including when they are not the subject of a specific stipulation).

By way of derogation from Article 14.4.3 of the GAC WORKS, the supplier cannot perform any service greater than the contract amount without an addendum signed by the buyer or a Notice to Proceed with his stamp. Should he do so, the performed works exceeding the contracted amount will not be paid, even if these works are essential to the performance of the contract in standard practice.

Pursuant to Article 13 of the GAC WORKS, the buyer may ask the supplier for a detailed quote as well as a quantity survey, corresponding to the services required for the completion of works which were not planned by the contract and deemed not to be included in the fixed, lump sum price. The supplier should then submit this amended quote within a maximum of 10 calendar days. The supplier will not be entitled to any compensation for issuing such a quote, even if the quote is not accepted. In all cases, a change in the contract can only take place if an addendum is signed by the buyer or a Notice to Proceed is produced, stamped with the buyer's stamp.

Payment is effectuated by administrative transfer. Amounts due to the supplier are paid within 30 days from the date of receipt of the payment request.

If payment is delayed, the rate of default interest and the amount of the fixed recovery fee will be set pursuant to Articles R.2192-31 to R.2192-36 of the Code of Public Procurement. Article 53.2 of the GAC WORKS concerning the interruption of works due to payment delay is not applicable in this contract. From that moment on, if payment is delayed, the supplier cannot interrupt the works, or ask for a higher interest rate or even request the termination of the contract.

Electronic invoicing is compulsory and takes place via the shared electronic portal freely accessible at : <https://chorus-pro.gouv.fr/>. The University's registration number (SIRET) (196 917 751 00014) is necessary, as well





as the purchase order form number which will be sent to the supplier by the department or unit which initiated the order.

Besides the compulsory information, electronic invoices transmitted by the supplier and any subcontractor(s) authorised for direct payment must include the details specified in Article D.2192-2 of the Code of Public Procurement.

The accounting officer responsible for payments is *Madame ou Monsieur l'Agent Comptable de l'Université Lumière Lyon 2*.

#### Article 11 - Penalties

In accordance with Tax Instruction no. 13 of 25/01/06, the penalties will be given and applied in Euros (excluding tax and not subject to Value Added Tax).

This Article (11) derogates from Article 19 of the GAC WORKS as follows :

- the penalties are cumulative for the same fact ;
- no exemption from penalties is applicable ;
- there is no contractual ceiling limiting the applicable amount of penalties relative to the contract value ;
- penalties are applicable without prior formal notice and without the buyer asking the supplier to present his observations ;
- the application of penalties does not affect any civil and/or criminal proceedings which could be brought by the buyer against the supplier. It is also expressly agreed between the parties that the application of penalties by the public purchaser does not in any way have a liberating, compensatory or indemnifying nature for the supplier;
- the application of penalties in no way hinders the implementation of measures provided for in Article 19 of these GCTP.

In addition, by way of derogation from Article 19 of the GAC WORKS, the following penalties are applicable :

- in the event of a delay attributable to the supplier in the performance of works (including the dismantling of site installations and restoration of the grounds and premises), whether it concerns the entire contract or a partial performance period or a fixed deadline, a penalty of 1/300<sup>th</sup> of the total contract amount (excluding tax) will be applied for each calendar day past the deadline;
- if there is a delay in submitting the as-built documentation, a penalty of €100 per calendar day past the deadline is applicable ;
- furthermore, the following penalties are applicable :

Reason for penalty	Calculation and amount
	€200 immediately, then €50 per calendar day of delay after formal notice requesting the regularisation of the subcontractor's situation

Discovery of a subcontractor who has not been declared	(the penalty is applicable until the day when the subcontractor is declared, according to the procedure provided for in Article 13 of these GTCP).
Breach of an obligation concerning the protection of personal data	The amount of the penalty may be up to 10% of the contract value (excluding tax) (at the buyer's discretion) but cannot be less than €200.
Failure to comply with an obligation concerning safety and health protection (taken from regulations or a specific rule fixed by the buyer)	A fixed penalty of €200 for each offence observed.
Absence or lateness for a site meeting fixed by the buyer	The absence or lateness of more than 30 minutes, or the early departure (without the consent of the buyer) of the supplier or of his qualified and authorised representative at site meetings, coordination meetings, or any other meeting for administrative or technical purposes will result in the application of a fixed penalty of :  -€50 per delay of more than 30 minutes, or an early departure ; -€100 if absent.
Failure to clean the construction site	€100 for each breach observed.
Failure to comply with the sorting of waste generated by the contract	€200 for each offence observed.
Illegal dumping or burial of waste generated by the contract	€1,000 for each offence observed (this penalty is applied in addition to any decontamination costs which will be invoiced to the company responsible).
Failure to meet the deadline for an update or a repair requested under the defects liability guarantee	€50 per calendar day of delay from the expiration of the repair and update deadline.





Failure to meet the deadline for the final lifting of reservations subsequent to the acceptance of the works	€100 per calendar day of delay from the expiration of the deadline for lifting the reservations subsequent to the acceptance of the works.
Failure to provide insurance certificates within the deadline specified in Article 17 of these GTCP.	The supplier incurs a penalty of €100 per calendar day of delay from the expiration of the deadline.
Failure to communicate a subcontracting contract within the deadline specified in Article 3.6.1.5 of the GAC WORKS	The supplier incurs a penalty of €100 per calendar day of delay from the expiration of the deadline.
Failure to respect the deadline for submitting a quote for additional or modified services	The supplier incurs a penalty of €50 per calendar day of delay from the expiration of the deadline.
Any other breach in the performance of the works or in not complying with contractual obligations borne by the supplier	€100 for each breach observed.

#### **Article 12 - Acceptance of the works**

The supplier notifies the buyer in writing of the date on which the works are or will be considered completed. By way of derogation from Article 41 of the GAC WORKS, if the buyer does not make a decision within thirty calendar days from the date on which the supplier deems the works to be complete, the works are considered to be accepted without any reservations from the buyer.

Likewise, by way of derogation from Article 41.1 of the GAC WORKS, the buyer is not obliged to automatically notify the supplier of the days and times fixed for preliminary operations prior to the acceptance of works. Nonetheless, the supplier may contact the establishment to find out the days and times fixed for inspections in order to be present or to have a representative present.

Unless the buyer expressly makes a more favourable decision, if the acceptance of works includes reservations, the supplier must address the relevant flaws and defects within a period of 15 calendar days.

#### **Article 13 - Subcontracting**

Subcontracting is governed by Law no. 75-1334 of 31 December 1975 and Articles L.2193-1 to L.2193-14 and R.2193-1 to R.2193-22 of the Code of Public Procurement. It is illegal to subcontract the supply of goods.

The supplier may subcontract out the performance of certain parts of his service to another qualified service provider, subject to the acceptance of his subcontractor(s) by the public purchaser and approval of the terms of payment.

In accordance with the provisions of Article L2193-3 of the Code of Public Procurement, the public purchaser may demand that certain tasks, which he considers to be essential, be carried out directly by the supplier.

Any supplier who hires a subcontractor remains personally responsible with regards to the buyer. The supplier must receive written approval from the University for his subcontractor and regarding payment conditions before any performance of the subcontracted part of the services begins. The supplier has to make a subcontracting request via a special subcontracting agreement (DC4 form available from the Ministry of Economy and Finances' website) :

<https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat>

As well as the DC4 form, the supplier also has to send :

- the subcontractor's tax certificate and the certificate showing the subcontractor's social contributions mentioned in Articles D. 8222-5 or D.8222-7 and in D. 8222-8 of the Labour Code ;
- the subcontractor's *extrait Kbis* (company proof of registration) document, less than three months old ;
- the subcontractor's insurance certificates (in accordance with those provided for in Article 17 of these GTCP for the supplier).

#### **Article 14 - Protection of personal data**

The parties agree to collect and process any personal data in accordance with the applicable regulations in force governing the processing of such data and in particular with modified Law no. 78-17 of 6 January 1978 as well as with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and of the free movement of such data (otherwise known as the GDPR, 'General Data Protection Regulation' (RGPD in French)). Contractually, the service provider is authorised, on behalf of the buyer, to process the personal data necessary to provide the services covered by the contract. In so doing, the provisions and detailed rules concerning the processing of personal data are mentioned in the technical specifications or in the attached STCP.

The University has appointed a data protection officer who can be contacted at [dpo@univ-lyon2.fr](mailto:dpo@univ-lyon2.fr). In the event of a breach of a legal and contractual obligation by the supplier concerning the protection of personal data, the buyer may terminate the contract under the conditions laid down in Article 19 of these GTCP.

#### **Article 15 - Language and currency**

All documents, inscriptions in hardware/software, correspondence, invoices, user manuals, technical instructions, etc. must be written in French.

The currency used in the contract is the Euro.

#### **Article 16 - Conformity of the supplier's status**

By accepting these GTCP, the supplier declares on his honour that he is free of any legal bans to submit a tender, as provided for in Articles L.2141-1 to L.2141-12 of the Code of Public Procurement, and that he complies with Articles L.5212-1 to L.5212-11 of the Labour Code





regarding the employment of disabled workers.

The supplier agrees to provide the documents and sworn statements provided for in Article D.8222-5 or D.8222-7 of the Labour Code every 6 months from the notification of the contract until the end of its performance.

The supplier must upload the above-mentioned documents and statements onto the University's online platform : <https://www.e-attestations.com>.

#### **Article 17 - Liability and insurance**

In accordance with Article 35 of the GAC WORKS, damages of any kind sustained by the buyer's staff or the goods by the supplier as a result of the performance of the contract are the responsibility of the supplier. Likewise, in accordance with Article 18 of these GTCP, the principles governing the ten-year construction warranty apply to this contract.

To this end, by way of derogation from Article 8 of the GAC WORKS, within a maximum period of three calendar days from the notification of the contract and before the start of any works, the supplier must demonstrate that he is covered by :

- a civil liability insurance contract under Articles 1240 to 1242 of the French Civil Code which covers his liability towards the buyer and third parties who are victims of accidents or damages caused by the performance of services;

- a mandatory ten-year civil liability insurance contract under Article L241-1 of the Insurance Code. The certificate must be in accordance with the provisions of Articles A243-2 and subsequent Articles of the Insurance Code.

At any time during the performance of the services, the supplier should be able to produce these certificates upon simple request of the public purchaser within a period of three calendar days from receipt of the request.

#### **Article 18 - Warranties**

##### **Defects liability guarantee :**

The provisions laid down in Article 44.1 of the GAC WORKS apply. The defects liability guarantee lasts for one year from the date of the acceptance of the works.

Unless the buyer expressly makes a more favourable decision, the supplier has 15 days to carry out the requested updates or repairs. If after this deadline the supplier has still not made the required restoration works, this time period will be automatically extended until the restoration is complete.

##### **Other warranties :**

The principles outlined in Articles 1792 and subsequent Articles, as well as Article 2270 of the Civil Code can be applied to this works contract :

Two (2) years for the operational warranty ;

Ten (10) years for the ten-year guarantee for builders.

During these periods, the supplier is obliged, at his expense, to remedy any defects which may occur in the installations he has completed, without prejudice to

Articles 1792 and 1794-4-1 of the Civil Code.

The starting point of liability resulting from these principles is set at the effective date of acceptance, or, for works or parts of works which were subject to a partial acceptance pursuant to Article 42 of the GAC WORKS, the effective date of the partial acceptance of these works.

#### **Article 19 -Termination and performance at the supplier's expense and risk**

##### **Termination for fault of supplier**

In accordance with Article 50.3 du GAC WORKS, the buyer can terminate the contract for fault of the supplier.

This termination does not entitle the supplier to any compensation and does not annul any legal action which the buyer might bring for damages incurred. Termination takes effect from the date specified in the decision, or, failing that, at the date of its notification with written acknowledgment of receipt.

##### **Performance at the supplier's expense and risk**

The provisions laid down in Article 52 du GAC WORKS apply. In the event of non-performance or poor performance of the services provided for in the contract, if there is no response to notice being served, or if the decision is taken to terminate the contract, the buyer may employ a third party to perform the services at the supplier's expense and risk.

##### **Termination on grounds of general interest**

By way of derogation from Article 50.4 of the GAC WORKS, the buyer can, prematurely, at any time and without prior formal notice, terminate the contract for reasons of general interest by unilateral decision of termination whereby the supplier must be notified with written acknowledgment of receipt. In this case, the supplier is entitled to compensation for termination, calculated by applying 5% to the initial tax-free contract amount, and deducting the non-updated tax-free amount of the services received. This lump sum compensation is exclusive of any other compensation and is deemed to cover the share of costs and investments which may have been incurred and strictly necessary for the contract's performance.

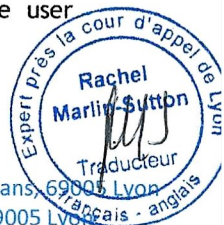
#### **Article 20 - Review clause**

Besides the case provided for in Article 54 of the GAC WORKS and pursuant to Article L 2194-1 of the Code of Public Procurement, the contract can be modified, by an addendum, regardless of the amount :

- in the event of changes in legislation or regulations in force ;

- in order to improve environmental, social and societal performance of supplies and services, particularly by increasing the proportion of goods from re-purposing, re-use or recycled waste ;

- to adapt supplies and services to changes in techniques and technologies, and to innovations, as well as to the changing needs of public services of higher education and research, particularly regarding the improvement of accessibility of people with disabilities and the user experience ;





- to take into account changes in the University's property assets and/or movable heritage, or address concerns of obsolescence of equipment.

In order to implement the review clause, the supplier must first provide a quote so that the modification can be recorded by means of an addendum signed by both parties.

#### **Article 21 - Disputes**

In the event of disputes, only French law will apply.

Any disputes will be brought before the Lyon Administrative Court if an amicable settlement cannot be reached :

**Lyon Administrative Court**  
184 rue Duguesclin  
69433 Lyon cedex 03  
Tel. +33 (0)4-87-63-50-00

Fax. +33 (0)4-87-63-52-50  
Email : greffe.ta-lyon@juradm.fr

In all cases and unless deadlines are exceeded, the procedure provided for in Article 55 of the GAC WORKS is applicable in terms of the resolution of disputes between the parties.

#### **Article 22 - Derogations from the GAC WORKS**

Article 4 derogates from Article 4.1 of the GAC WORKS ;  
Article 5 derogates from Articles 3.7.2, 3.8.2 and 4.2 of the GAC WORKS ;  
Article 9 derogates from Articles 18.1, 28.1, 50.2.1 and 53.1.2 of the GAC WORKS ;  
Article 10 derogates from Articles 14.4.3 and 53.2 of the GAC WORKS ;  
Article 11 derogates from Article 19 of the GAC WORKS ;  
Article 12 derogates from Articles 41 and 41.1 of the GAC WORKS ;  
Article 17 derogates from Article 8 of the GAC WORKS ;  
Article 19 derogates from Article 50.4 of the GAC WORKS.

**For the co-contractor :**

**Subject of the request :**

**Price :**

The company presents its offer and commits itself unreservedly and according to the requirements imposed by these GTCP and the other constituent documents of the contract. The company's offer is valid for 60 calendar days from the day of its acceptance by the buyer. The company notes that, in the event that it is notified by the buyer with a purchasing order form, these GTCP will be legally binding for both parties.

**Signed in**

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**Signature and company seal :**

