

GENERAL TERMS OF SALE NICOMATIC S.A - 2018



ARTICLE 1 – General provisions

In accordance with Article L 441-6 of the French Commercial Code, these general terms and conditions of sale form the sole basis of the business relationship between the Parties.

These terms and conditions enter into force on 01/05/2018 and will remain in force throughout 2019 and, where applicable, the following calendar years, unless later modified.

The purpose of these terms and conditions is to set out the provisions under which NICOMATIC (hereinafter, the 'Supplier') supplies, upon request, any connectors and interconnection solutions (hereinafter, the 'Product' or 'Products') to professional purchasers (hereinafter, the 'Purchaser' or 'Purchasers').

In accordance with the applicable regulations, these terms and conditions are, as a rule, addressed or presented to each potential or current Purchaser so the Purchaser may examine the Supplier's commercial terms and conditions and, if appropriate, place an order. These terms and conditions apply to all Products sold by the Supplier.

Prior to entering into an exclusive contract with a Distributor-Purchaser as provided in Article L 441-7 of the French Commercial Code, these terms and conditions will be supplied to said Distributor-Purchaser within the legally stipulated time frame.

Therefore, any order of Products implies the Purchaser fully accepts these General Terms and Conditions of Sale.

Unless agreed otherwise by the Parties, all provisions herein will prevail over any terms and conditions of purchase. Except where expressly accepted by the Supplier, any contradictory provision put forward by the Purchaser will be unenforceable against the Supplier, irrespective of when the provision was made known to the latter.

In accordance with the applicable regulations, the Supplier reserves the right to waive certain clauses of these General Terms and Conditions of Sale through the use of Particular Terms and Conditions of Sale established by negotiations with the Purchaser.

The Supplier may establish category-specific General Terms and Conditions of Sale, which depart from the provisions herein, on the basis of the type of Purchaser being considered according to objective criteria. In such a case, the category-specific General Terms and Conditions of Sale will apply to all Purchasers fulfilling those criteria.

The failure of the Supplier to enforce any of the provisions stipulated herein at any time will not be deemed a waiver by the Supplier to enforce such a provision at a later date.

Where one or more provisions are found to be null and void, such provisions will be severed from these terms and conditions and have no effect on the applicability of the other provisions. Where appropriate, the Parties will consult each other to find alternative provisions which will replace the severed provisions.

ARTICLE 2 - Orders

The sale of a Product will not be final until the Supplier expressly accepts the Purchaser's order in writing. Such acceptance may be made by any means chosen by the Supplier, including the exchange of emails.

Orders must be made in writing by means of a purchase order that has been duly signed by the Purchaser.

For orders of a particularly high volume or value, the Supplier may require an advance payment of thirty percent (30%) including taxes (based on the total purchase amount including taxes) of the order. In the case of orders requiring a relatively long production time, several advance payments made during production may be demanded. Where applicable, the Supplier will inform the Purchaser of the details of the advance payment(s) at the time the order is placed. In this case, the order will only be deemed fully accepted after the full receipt of the first advance payment.

The initial advance payment mentioned will under no circumstances be considered a reimbursable deposit. Thus, if the Purchaser cancels the order after its acceptance by the Supplier, the advance payment made on the order will be, as of right, acquired by the Supplier and not give rise to any refund.

In placing an order, the Purchaser should carefully stipulate, where appropriate, the Product references and the quantities.

Particular orders due to the type of Product, its conditions, place of delivery, delivery time, etc. will not be deemed accepted until the Supplier draws up a descriptive quotation for the order placed which is expressly accepted by the Purchaser.

Unless stated otherwise, quotations are valid for one month. After this period, the Supplier reserves the right to (i) preserve the quotation, (ii) propose an updated version, or (iii) redraft the quotation.

In confirming an order, the Purchaser is deemed to have fully acknowledged and accepted the Supplier's terms and conditions of sale, thereby waiving, where appropriate, the Purchaser's own terms and conditions of purchase.

Unless agreed otherwise by the Supplier, an order must be for a minimum purchase of one hundred fifty euros (€150.00) excl. VAT with a minimum purchase per item line of fifty euros (€50.00) excl. VAT.

An item line is where the particular Products have the same reference number and are to be supplied within the same time frame. If the Purchaser requires different packaging or different delivery times for the same Product reference number, the Purchaser will have to use separate item lines for each different packaging and delivery time required.

Once an order is accepted it becomes final and irrevocable; any request by the Purchaser to modify an order will require the acceptance of the Supplier which will have full discretion in this regard. Requests to modify the order will replace the initial order only after the express acceptance by the Purchaser, where applicable, of a particular quotation and any price adjustment.

Each contract entered into with the Purchaser is done so on a personal basis; accordingly, the Supplier's acceptance of the order is dependent on the identity of the Purchaser. The Purchaser is prohibited from assigning or transferring the rights and obligations derived from the contract in any manner whatsoever (including by means of a transfer or lease of the management of its business, the raising of capital or, where applicable, the transfer of securities or change in control of the Purchaser company), without the prior, express, written agreement of the Supplier which is free to oppose such transfer or assignment.

ARTICLE 3 – Prices

The Products will be sold at the prices that are applicable on the day the order is placed, in accordance with the Supplier's price list. The price list will be provided to the Purchaser beforehand. Where applicable, the price may be based on the quotation drawn up by the Supplier and accepted by the Purchaser as stated in Article 2 above.

Unless agreed otherwise by the Parties, the prices stated will be final and non-revisable.

Except in the case of particular provisions, such prices will be in euros and excluding taxes. VAT will be charged separately. The prices will include the packaging of the Products except in the case of special packaging. The prices will not include transport costs or any customs duties.

If the minimum purchase conditions stated above in Article 2 are not observed, the Purchaser will owe the Supplier administrative and technical costs up to twenty-five euros (€25.00) excl. VAT per item line. Where the order's total after the application of these costs does not surpass the minimum total of €150 excl. VAT, an additional charge of €25.00 for the order will be charged.

Notwithstanding the above paragraph, the minimum purchase conditions will not apply to the following specific Products: micro-millimetric connectors (MMC) only.

On the basis of changes in prices for raw materials or increases in fixed expenses, the Supplier may modify its prices at any time without notice by simply informing the Purchaser of the change in writing. In any case, any change to the prices under such conditions may only be justified due to the extra costs incurred which are outside the control of the Supplier. Any other change to the prices by the Supplier will require sufficient prior notice.

The Purchaser will be deemed to have accepted the new prices if it places an order subsequent to the notification of the new prices.

Any event outside the control of the Parties which increases the net total of the order between the date of its completion and the date of payment (such as changes to taxes and parafiscal charges) will as of right be enforceable against the Purchaser and taken into account in the issuance of the final invoice without it being considered a unilateral change to the contract. Under no circumstances will the revision of the price on this basis entitle the Purchaser to cancel the order placed.

The Purchaser may receive discounts and/or rebates on the Supplier's prices, depending on the quantities ordered in a single order and for a single location, or on the frequency of the orders.

ARTICLE 4 – Payment

4-1 – Payment period

In the absence of an agreement to the contrary by the Parties and subject to any advance payment(s) made pursuant to Article 2 or otherwise, the price will be payable in full from the date the Products are delivered to the Purchaser and the relevant invoice is issued by the Supplier.

The Purchaser will not be considered to have fully settled the invoice until the actual receipt of all monies owed.

If the Purchaser pays for the ordered Products before the payment date stated on the invoice or within a period shorter than the one stated therein, the Supplier will grant the Purchaser a discount of 0.5% excl. VAT per month, based on the invoice amount excl. VAT.

4-2 – Payment conditions

The price may be paid by bank card, cheque, via PayPal/Paybox, cash (within the permitted limits), bank transfer (SWIFT or SEPA), or bill of exchange. No other means of payment will be accepted.

The submission of identity documents may be required where appropriate.

Where payment is made by cheque, the cheque must be drawn on a bank with a registered office in mainland France or Monaco. The Supplier will immediately proceed to cash a cheque.

4-3 – Delay in payment

Any amount not paid by its due date will incur late fees equal to the legal interest rate plus ten (10) percentage points. Such late fees will automatically apply, without need for prior formal notice, from the day following the due date stated in the invoice, and be based on the net total of said invoice.

In accordance with Articles L 441-6 and D 441-5 of the French Commercial Code, the Purchaser will also be obliged to pay a lump sum of €40 for collection costs in the event of any late payment. A supplement to the lump sum may be claimed upon proof that the collection costs are greater than the stated amount. In particular, the Purchaser must reimburse the Supplier for all costs incurred in the collection of disputed monies due, including the fees of judicial officers. Such fees and costs are without prejudice to any other compensation that may be claimed.

In the event of late payment and without prejudice to any other possible action, the Supplier reserves the right to suspend or cancel the supply of Products ordered by the Purchaser, and in general suspend the fulfilment of its own obligations to the Purchaser pursuant to Article 1219 of the French Civil Code, as well as cancel any discounts granted to the Purchaser. The foregoing will apply to the order at issue and any other order in progress with the defaulting Purchaser. The suspension of contractual performance will be effective immediately upon receipt by the Purchaser of the notification of breach sent by the Supplier. The notification should state the Supplier's intention to suspend performance while the Purchaser fails to remedy the observed breach. Furthermore, the notification should be sent by registered letter with acknowledgement of receipt or any other written and durable medium that provides proof of dispatch.

In accordance with Article 1220 of the French Civil Code, this suspension may be used as a preventive measure if it can be shown that the Purchaser will not fulfil its obligations in due time and the consequences thereof are sufficiently serious for the Supplier. The suspension of contractual performance will be effective immediately upon receipt by the allegedly defaulting Purchaser of the notification of the application of the preventive suspension until the Purchaser proves fulfilment of the obligation at issue. This notification should be sent by registered letter with acknowledgement of receipt or any other written and durable medium that provides proof of dispatch.

In the event of failure to pay, the Supplier may, as of right, rescind the sale as it deems appropriate. Where applicable, the Supplier may demand the return of the Products, which must be returned in a perfect state for resale. The foregoing will be without prejudice to any other damages that the Supplier may claim. The rescinded sale will not only effect the order at issue but all other previous unpaid orders, whether they have been delivered or in the process of delivery, and regardless of their payment being due or not. In such a case, any monies paid beforehand to the Supplier as an advance payment will also be vested in the Supplier and no refund will be due on this account.

In all the foregoing cases, any monies that may be payable for other deliveries or for any other reason, will immediately become due if the Supplier does not opt to rescind the orders at issue.

4-4 – Retention of title

Where payment is not made beforehand, title over the Products will remain with the Supplier regardless of their delivery according to the conditions stated in Article 5, until the Purchaser fully pays the net total of the order along with any other incidental costs.

While payment is pending, the Purchaser must immediately inform the Supplier of any seizure or any other third-party action on the encumbered Products, thereby allowing the Supplier to oppose the action and maintain its rights. In any event, the Purchaser is prohibited from pledging or using as collateral any Products encumbered by this retention of title clause.

The retention of title clause, which the Purchaser accepts in advance, is a compulsory part of the payment terms granted to the Purchaser.

The Purchaser shall hold the encumbered Product free of charge while it remains the property of the Supplier until such time its price is fully paid.

Where, following formal notice to pay, the price remains unsettled, the Supplier may demand, without further notice, the return of the Products by sending the Purchaser a simple registered letter with acknowledgement of receipt.

This retention of title clause does not prevent the risks of loss and damages being transferred to the Purchaser from the moment the Products are delivered.

Unless agreed otherwise, the Purchaser will have no right whatsoever to sell the Products to a third party until title effectively passes to the Purchaser. If the Purchaser is granted permission to sell the Product, the Purchaser's full debt will become due and payable at the moment said Product is resold.

Where applicable, the Purchaser must always inform third parties of the Supplier's title. Upon the Supplier's request, the Purchaser must disclose what has occurred with the encumbered Products and, where applicable, the identity of the person to whom said Products have been conveyed.

ARTICLE 5 – Delivery times and conditions

For the purpose of this article, delivery means the handover of the Product to the Purchaser or its representative, regardless of the arrangements.

As stated in Article 3, the Purchaser will always bear the costs for delivery. However, the Parties will agree on whether the Purchaser or the Supplier will organise transport for the Products.

Where transport is organised by the Supplier, a third-party carrier will always be used. In this case, delivery will take place at the premises of the Purchaser or any other location indicated at the time of the order; the absence of such an indication will release the Supplier of its liability in this regard.

Delivery will take place according to the times and conditions stated in the duly accepted order or quotation, as the case may be.

Upon the initial request of the Supplier, the Purchaser will provide all documents and/or information that may be necessary for transporting the Products to their destination.

Where delivery is made at the Supplier's warehouses to the Purchaser directly or to any carrier of the latter's choice (in the case of the Purchaser organising transport), delivery will be deemed complete upon transfer of the Products to the carrier.

Delivery times are stated as accurately as possible but they are not binding, unless explicitly agreed otherwise by the Parties; as a result, the Supplier will not be held liable, except as indicated below, for any failure to meet such delivery times. Such times depend on the availability of the Products, the carriers and the order flow.

Where delivery occurs within ten (10) working days of the stated delivery time, the Purchaser may not claim any damages nor cancel any orders in progress. Under no circumstances may the Purchaser claim a reduction on the payment for a delay in delivery or even for partial or non-compliant delivery, irrespective of the reasons for the delay, the seriousness of the delay or non-compliance and the consequences thereof.

In relation to specific orders for Products designed according to the particular specifications of the Purchaser and not part of the usual range of Products offered by the Supplier, the Supplier will determine the delivery times. The Supplier will decide on such times on a case-by-case basis, considering, in particular, the specific nature of the order.

In any case, delivery within stated delivery times may be impeded if the Purchaser is in breach of any obligations towards the Supplier, regardless of the reason. The Supplier may not under any circumstances be held liable for any delay or suspension in the delivery of Products which is attributable to the Purchaser.

In the event of a force majeure as provided in Article 1218 of the French Civil Code, any delay in delivery will not be attributable to the Supplier.

A force majeure event includes the occurrence of any natural disaster, fire, war, accident, flood, conflict, terrorist attack, strike effecting the Supplier or Purchaser, carriers, postal services or public services, an injunction issued by public authorities (import prohibition, embargo), operating incidents, machine breakdown, or explosion. If a force majeure event occurs, the Supplier will maintain the Purchaser informed of the situation and of its results, without undue delay.

The fulfilment of the Supplier's obligation will be suspended during the entire period of the force majeure event insofar as it is temporary and does not exceed thirty (30) days. Consequently, once the cause of the force majeure ceases, the Parties will make every effort to resume performance of their contractual obligations as soon as possible. To this end, the Supplier will notify the Purchaser of the resumption of its obligation by any chosen method that provides proof of such notification.

If the force majeure proves permanent or it exceeds thirty days, these terms and conditions will, as of right, be rescinded without notice or formality beyond the Supplier simply informing the Purchaser of the situation. In this case, the Supplier shall refund, without delay, any monies paid to it by the Purchaser in relation to the unfulfilled order.

Except where explicitly agreed otherwise, the Supplier may, at any time, carry out partial deliveries for an order of more than one Product if the availability of ordered Products is necessary.

ARTICLE 6 – Transport

Where it has been decided that the Supplier will organise the transport of the Products, the Supplier will ensure the transportation of the Products at its own risk, excluding unloading. The Purchaser will bear transportation costs. The Purchaser will always bear the costs and risks of the unloading of the Products. In such a case, the transport costs of at least €12.00 excl. VAT will be invoiced to the Purchaser (only for deliveries within mainland France and Corsica). Any order requiring the dispatch of several packages, a package weighing over 30 kg, or any order dispatched outside mainland France may incur supplementary fees as determined by all extra costs for such transport.

In this case, the Supplier shall purchase or have the carrier purchase an insurance policy covering any destruction or damage to the Products during transport until the moment of their unloading, to the exclusion of any other coverage. Thus, this insurance will be strictly limited to covering the risks for the Products themselves.

The Purchaser acknowledges that a carrier, chosen by it and at its expense, is responsible for performing the delivery of the Products. Therefore, the Supplier is deemed to have fulfilled its obligation of delivery when it hands over the Products to the carrier and the latter accepts them without qualification.

In this case, the Supplier will not be liable to the Purchaser if the ordered Products are not delivered subsequent to the Supplier placing those Products in the charge of the carrier. Nor will the Supplier be liable for any damages arising during transit.

Thus, where the Purchaser organises transport of the Products, the Supplier discharges its duty upon the handover of the Products to the carrier and the Purchaser should purchase insurance relevant to the situation.

ARTICLE 7 – Transfer of title – Transfer of risks

As stipulated in Article 4 above, title to the Products will transfer to the Purchaser on the day the Purchaser pays in full the order price and all ancillary costs.

Risks of loss and damages will transfer to the Purchaser on the day the Products are delivered to the Purchaser or any third party commissioned by the Purchaser (e.g. carrier). Such transfer of risks will occur regardless of when the Purchaser actually pays for the Products.

ARTICLE 8 – Receipt

Each delivery will be the subject of a delivery note that the Purchaser, or representative (e.g. carrier directly contracted by the Purchaser) will have to sign upon receipt of the Products.

The Purchaser or its representative should check the apparent condition of the Products on delivery. In accordance with Article L 133-3 of the French Commercial Code, if, within three (3) days of receipt of the Products, the Purchaser or its representative does not expressly issue a reservation or claim by registered letter with acknowledgement of receipt to the Supplier or its carrier, as the case may be, said Products will be deemed in compliance with the order in both quantity and quality, and no claim may be made subsequently in this regard. In addition to the above, the Supplier must always be notified of such reservations in the same manner; otherwise, the reservations will not be enforceable against the Supplier.

All subsequent claims in relation to obvious defects and the non-compliance of the Products, subject to the provisions below, will be rejected.

The Purchaser must provide all required proof on the existence of the observed defects or irregularities. The Purchaser must give the Supplier every opportunity to examine such defects and rectify them. The Purchaser should neither attempt to rectify such defects nor contract a third party to do so.

Minor visual or aesthetic defects will not entitle the Purchaser to return the Product unless agreed to by the Supplier; nor will they give the Purchaser any right to compensation or damages.

In any event, the Purchaser will not be entitled to return the ordered Products without the prior written agreement of the Supplier, which may first examine the alleged not-as-described or non-compliant Product. If Products are returned without such prior agreement, the Products will be held for the Purchaser and Supplier will not make any adjustments to them in any way.

No return will be accepted if the Products are not in their original wrapping and packaging.

Any agreed returns will be carried out at the expense and risk of the Purchaser (subject to the provisions of Article 9).

In the case of a return of Products, a return slip, containing information on the reason for the return, the Products' batch number and the delivery number, must be completed by the Purchaser; failure to do so will entitle the Supplier to reject the return.

ARTICLE 9 – Supplier's liability - Warranty

Products sold by the Supplier are compliant with the applicable French regulations.

Where this is expressly stated by the Supplier, the Products will be under a contractual warranty for one (1) year from the date of delivery. This warranty extends to the non-compliance of the Products with the order and any latent material, design or manufacturing defect affecting the delivered Products and making them unfit for purpose.

Therefore, where there is no explicit statement of compliance, no particular contractual warranty will apply to the Products ordered by the Purchaser.

Where applicable, the warranty only gives the Purchaser the option of either a replacement of the non-compliant or defective Product or a refund. The Supplier will replace, at its own expense and as soon as possible, any Product proven by the Purchaser to be non-compliant and accepted as such by the Supplier.

To rely on this warranty, the Purchaser should inform the Supplier in writing of the existence of the defects no later than fifteen (15) days after their discovery or risk forfeiting its rights under this warranty.

This warranty also covers the cost of labour as well as the transport costs for the return and redelivery of the Products concerned.

The replacement of Products or defective parts will not extend the warranty beyond the above-mentioned term.

The Supplier will not be liable for any defects that are obvious on delivery, which have not been notified in accordance with the stipulations in Article 8. The warranty does not extend to any defects or damage caused by the inappropriate, improper or unsuitable use of the Product carried out by the Purchaser or third party, as well as normal wear and tear. Correct use is stated in the Products' sheets and catalogues and resulting from test reports. They are available to the Purchaser upon request.

More generally, the warranty does not extend to any negligence or errors on the part of the Purchaser (including, modifications to the Product which are neither intended or specified by the Supplier, alterations resulting from improper storage, incorrect assembly and non-observance of the technical instructions), and force majeure events which include those listed in Article 5.

In any case, the Supplier will not be liable, regardless of the basis and nature of the claim, except where it is proven the Supplier is at fault whereby said fault causes personal, direct and specific harm to the Purchaser. Accordingly, the Parties expressly agree that the Supplier's liability will extend only to the following types of damages, whether they were reasonably foreseeable or not: loss of earnings, loss of turnover, loss of customers, and damage to the image and/or reputation of the Purchaser.

The monetary limit of the Supplier's civil liability with regard to all aggregated claims, except in relation to gross misconduct, will not exceed the amount invoiced by the Supplier for the order from which the Supplier's liability arises.

The Purchaser shall ensure that its insurers or any third party in a contractual relationship with it renounce all actions against the Supplier and its insurers insofar as such actions exceed the limits and exemptions established above.

For all practical purposes, it is acknowledged that each Product of the Supplier has an indicative lifespan stated in the Products' technical feature documentation or in their test reports or designs. Such a lifespan is for information purposes only and should not be confused with any contractual warranty granted by the Supplier.

ARTICLE 10 – Subcontracting

Unless expressly stated otherwise, the Supplier may subcontract all or part of the order; however, the Supplier will remain liable to the Purchaser for the supply of the sub-contracted Products in their quantity and quality and delivery times.

ARTICLE 11 – Intellectual property

The Supplier reserves all industrial and intellectual property rights over the Products, photos, designs, models, prototypes, samples, tools, equipment and technical documentation that may be communicated and, more generally, used in any way whatsoever without the its written authorisation.

ARTICLE 12 – Unforeseen events

In accordance with Article 1195 of the French Civil Code, where there are unforeseen changes to circumstances during the performance of the contract, the Party that had not accepted to assume excessively onerous obligations may request the co-contractor to renegotiate the contract.

If the renegotiation is fruitful, the Parties should establish as soon as possible a new order formalising the outcome of this renegotiation for the sales of the Products in question.

Pursuant to the aforementioned Article 1195, where the renegotiation fails, the Parties may mutually agree to petition a court for the termination or adaptation of the contract.

In the event the Parties fail to agree to petition a court within two (2) months from the date the renegotiation failed, a court may still be petitioned to revise or terminate the contract by the first Party to lodge the petition.

ARTICLE 13 - Non-disclosure clause

In the performance of these terms and conditions, any information relating to the sales policy, strategy, business of either Party, the services, tools, methods and expertise, as well as any trade secrets and any information explicitly categorised as confidential must be kept confidential by the recipient Party.

For the purpose of this article, confidential information excludes: (a) information already in the public domain at the time of their disclosure or information that enters the public domain subsequent to its restricted disclosure as long as it does not enter the public domain due to a breach of confidentiality by the recipient Party; (b) information of which the recipient Party can prove it already had legitimate knowledge without any breach of confidentiality prior to its disclosure under these terms and conditions; (c) information disclosed by a third party subsequent to the order, and received in good faith without any breach of other confidentiality obligations by the Party to which it has been disclosed.

The Parties shall not use confidential information or data except when necessary for the fulfilment of an order. They shall not disclose such information or data to any third party or person other than their employees subject to the strict need for such disclosure in order to properly fulfil an order, unless authorised beforehand in writing by the disclosing Party. The related companies, suppliers and subcontractors of the Parties which may be involved in the performance of the order will not be considered third parties for the purposes of this paragraph. The Parties shall comply with the duties stated in this article (Non-disclosure) during their entire contractual relationship and for the subsequent three years after termination of said relationship.

At the termination of the order, for whatever reason, each Party that received confidential information shall return such information to the disclosing Party and destroy all copies that may have been made of the confidential information.

ARTICLE 14 – DISPUTES

IN THE EVENT OF A DISPUTE DIRECTLY OR INDIRECTLY RELATING TO THE CONTRACT, THE PARTIES WILL ATTEMPT TO RESOLVE IT AMICABLY AND PROVIDE EACH OTHER WITH ALL THE NECESSARY INFORMATION FOR THIS PURPOSE BEFORE INITIATING ANY LEGAL PROCEEDINGS.

IF AN AMICABLE RESOLUTION PROVES IMPOSSIBLE WITHIN TWO (2) MONTHS, THE COMMERCIAL COURT OF THONON-LES-BAINS WILL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE RELATING TO THESE GENERAL TERMS AND CONDITIONS OF SALE, THEIR VALIDITY, INTERPRETATION, PERFORMANCE AND TERMINATION AS WELL AS ANY CONSEQUENCES HEREOF.

THIS CLAUSE WILL APPLY EVEN FOR INTERIM PROCEEDINGS, INTERLOCUTORY APPLICATIONS, MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.

ARTICLE 15 – APPLICABLE LAW

THE PARTIES EXPRESSLY AGREE THAT THESE GENERAL TERMS AND CONDITIONS OF SALE AND THE RESULTING PURCHASES AND SALES ARE GOVERNED BY FRENCH LAW.

THESE TERMS AND CONDITIONS HAVE BEEN ORIGINALLY DRAFTED IN THE FRENCH LANGUAGE. SHOULD THEY BE TRANSLATED INTO ONE OR MORE LANGUAGES, ONLY THE FRENCH VERSION WILL BE VALID IN THE EVENT OF A DISPUTE.