

1. PREAMBULE

The present General Conditions of Sale constitute, in accordance with article L. 441-1 of the Commercial Code, the unique basis of the commercial relationship between the parties.

In accordance with applicable law, these General Conditions of Sale apply to any order placed with the Seller (hereafter: **"the Seller"**). They may be adapted within the context of special conditions of sale when the specifics of the transaction warrant it.

Any order placed with the Seller (Acal BFi France SAS) constitutes acceptance without reservation by the buyer of the General Conditions of Sale and the waiver of the buyer's own conditions of purchase unless the Seller formally and expressly waives this condition; the formal or express outlook of this condition may in no case be assumed by the simple sending of an acknowledgment of the receipt of an order.

In accordance with the regulations in force, the present General Conditions of Sale are systematically communicated to any buyer who requests them, by any means of written communication, to enable him to place an order with the Seller.

2. GENERAL INFORMATION AND FORMATION OF THE CONTRACT

The prices and information contained in catalogues, brochures, leaflets, tariffs or scales are only indicative and are not binding on the Seller; the latter reserves the right to make any changes in layout, form, size or material of its equipment, machines and machine components, the designation and description of which appear on its publications in the form of publicity. Similarly, any exchanges of information between the Seller and the buyer regardless of the form and nature of such information, prior to the sending of the order by the buyer, are not contractual.

Unless otherwise specified, prices do not include taxes.

The product supplied comprises, exactly and only, the product specified in the quotation and the acceptance of offers also implies adherence to these conditions.

The specific offers of the Seller are not contractual in nature and are, unless otherwise expressly stated, valid for 30 days.

The order is placed by the buyer by means of a purchase order duly signed by the latter.

It is only after written acceptance by the Seller of the order of the buyer in the form of an order acknowledgment that both parties are bound by the contract of sale.

The provisions set forth in the purchase order, duly accepted by Seller, shall constitute the special terms and conditions of the order (hereinafter **"Special Terms and Conditions"**).

Any additional supplies, prices and new time limits will be specifically discussed between the Seller and the buyer. In no case may the conditions for the additional supplied be prejudicial to those of the main order.

Only guarantees with respect to the quality of the product specifically granted in writing by the Seller are binding.

3. PRICES

- 3.1. All prices are stated net of tax. They do not include transport, customs and insurances costs which remain with the load of the buyer.
- 3.2. Their amounts are specified in the Special Terms and Conditions. Special pricing conditions may be applied according to the specificities requested by the buyer regarding, in particular, the delivery terms and deadlines, or the payment terms and conditions.
- 3.3. The prices are based on the economic and tax provisions in force on the day the order is placed. If the latter provisions change (change of exchange rates, customs tariffs and taxes, value of raw materials, etc...), the prices invoiced might vary in accordance with the terms permitted by law or expressly provided in the contract.

4. INTELLECTUAL PROPERTY

- 4.1. The Seller retains all the intellectual property rights of its projects, studies, and documents of any kind, and which may not be disclosed or used or implemented without the written authorization of the Seller. The Seller retains ownership of any studies or documents delivered or sent to the buyer. These must be returned on request.

Moreover, the technology and know-how patented or not, embedded in products and services, and all intellectual and industrial property rights relating to products and services remain the exclusive property of the Seller. The buyer is only granted a right to use products on a non-exclusive basis.

- 4.2. In cases where the products sold include the use of software or intellectual property rights (IPR), the use and implementation of this software and IPR are granted to the buyer as provided in the licence agreement with respect to the software or the IPR in question. Nothing in these general conditions may allow the assumption that the rights granted may be used for another purpose or in another way than that expressly provided for by the above-mentioned licence agreement.
- 4.3. The personal data collected from buyers are subject to computer processing by the Seller. They are recorded in its customer file and are essential to the processing of the order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and any applicable guarantees.

The data controller is the Seller. Access to personal data will be strictly limited to the employees of the data controller, authorized to process them by virtue of their functions. The information collected may be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the Buyer's authorization being necessary. In the course of performing their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data.

Apart from the cases set out above, the Seller shall not sell, rent, transfer, or give access to third parties to the data without the prior consent of the buyer, unless it is obliged to do so for a legitimate reason.

If the data is transferred outside the EU, the buyer will be informed and the guarantees taken to secure the data (for example, adherence of the external service provider to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining a CNIL certification, etc.) will be specified.

5. DELIVERY AND INVOICING

- 5.1. Delivery is effective on the day agreed with the buyer provided that the suppliers have supplied the Seller within the agreed timeframe. Delivery may only be performed after the order has been confirmed. Delivery may only be performed after the order has been confirmed.
- 5.2. Unless otherwise expressly stated in the Special Conditions, delivery is deemed to be made at the factories or stores of the Seller. Delivery is made either by direct delivery to the buyer, or by simple notice of availability or by delivery to a shipper or carrier selected by the buyer at factories or stores of the Seller or, failing such designation by the buyer, selected by the Seller. On the other hand, delivery times are considered to have been met when the Seller delivers the goods to the carrier/intermediary agreed between the parties within a reasonable period which implies that in normal circumstances, the goods will be delivered to the buyer in a timely manner.
- 5.3. Notwithstanding the preceding paragraph, the buyer acknowledges that delivery dates agreed with the Seller are subject to change.
- 5.4. The receipt of the goods excludes any claim except for reservations made by the buyer in the form of a letter with acknowledgment of receipt addressed to the carrier within three working days from delivery and with a formal notification to the Seller within the same period.
- 5.5. The delivery is the triggering event for invoicing. The principle of delivery at factories or shops of the Seller may not be contested by virtue of indications such as free delivery at the station, on the quayside, or total or partial reimbursement of transportation costs. If shipment is delayed by any cause outside the responsibility of the Seller and the Seller agrees, then the material will be stored and handled, if necessary, at the costs and risks of the buyer, the Seller declining any subsequent responsibility in this respect. In this case, an invoice of availability is established.

These provisions will affect, in no way, the obligations of payment for the supplies and does not constitute a novation.

Delivery times begin from the later of the following dates: that of the order acknowledgment, those on which the Seller receives the information, when the deposit or the supplies that the buyer had committed to deliver to the Seller are effective.

Delays do not justify the cancellation of the order. In the event of a delay in delivery times compared to the contracted delivery times, no penalty shall apply, and this is notwithstanding any express clause to the contrary that may appear in the buyer's general terms of purchase.

In the event that penalties are applied in the special conditions, these penalties will have the character of all-inclusive fully discharging damages, excluding any other kind of redress.

6. INTERRUPTION OR FAILURE OF DELIVERY

- 6.1. Where circumstances or events prevent the delivery of the goods and unless the Seller can be held liable, the Seller is authorized to suspend the fulfilment of his obligation to deliver during the period of inability to deliver, which said period will include an appropriate ("start-up period"), which is granted to the Seller by the buyer in accordance with the law.
- 6.2. Unless expressly agreed otherwise between the parties, the Seller is not held responsible for the following cases : events of force majeure as set forth by Article 1218 of the French Civil Code, or events which are beyond the control of the Seller, including natural disasters, acts or omissions of third parties or governmental authorities (including the refusal, or abnormally long time for approval, of export licenses), regulatory, legislative or military reasons, changes in the law, goods out of stock, insurrection, war, terrorist attack, delays in transport or breakdown in the use of human and material resources, requisition or improper retention of the property by a French or foreign authority, lockout, strike, epidemic, fire, flood, accident to equipment, scrapping of important elements during manufacture or significant production yield degradation.
- 6.3. The Seller will keep the buyer informed, in a timely manner, of cases or events of this kind. The payments for the supplies may not be delayed or modified because of possible penalties.
- 6.4. In the event that delivery is prevented due to a change in legal requirements or import regulations, the Seller has the right to terminate the contract or at seller's choice, to conclude a new contract with the buyer taking into accounts the changes in the import conditions. Besides, any delay in delivery due to a characteristic fact of the force majeure will entail at Seller's choice, either the pure and simple termination of the contract, or the extension of delivery dates, and this, with no party who can aspire to any compensation.
- 6.5. The Seller is released, automatically, from any commitment to delivery times if the payment conditions have not been respected by the buyer.
- 6.6. If the Seller is in breach of his contractual obligations, his liability may be involved within the limits laid down in Article 14 of these General Conditions of Sales.

7. ENVIRONMENT AND SUSTAINABLE DEVELOPMENT

7.1. Packaging

Non-reusable packaging is always the responsibility of the buyer and is not taken back by the Seller. In the absence of any special indication in this respect, the packaging is prepared by the Seller to serve in the best interests of the buyer.

Reusable packaging remains the property of the Seller. It is entrusted to the buyer under the latter's responsibility. This packaging is subject to a deposit and/or rental invoice. An invoice for sale of assets will be sent to the buyer for packaging not returned within the period which is customary in the industry.

7.2. Waste management provisions for sales between professionals.

In view of reinforcing Acal BFi France commitments for waste management according to the latest legal requirements, a service of collection and treatment of WEEE is proposed to its customers.

For more information on the conditions of removal, the buyer should contact Acal BFi France – Quality department.

8. TERMS OF PAYMENT

The Special Terms and Conditions determine the terms of payment, to the exclusion of any clause to the contrary, including in particular the buyer's general conditions of purchase.

The invoice should mention the date on which payment must be made and the rate penalties applicable as of the day following the payment date given on the invoice.

In accordance with Article L441-10 of the Commercial Code, the following rules apply:

- 8.1. The terms of payment agreed between the parties are by default a period of 30 days net from the date of receipt of goods or performance of the contract. In any case, the terms will not exceed 45 days end of the month, or 60 days net, of the date of issue of the invoice. For the supply of goods which are subject to an import tax in the fiscal region of the DOM-TOM (French overseas dominions), the period of settlement must occur within 45 days end of the month, or 60 days, of the date of receipt of the goods.
- 8.2. In accordance with Article L. 441-10 of the French Commercial Code, any delay in payment in relation to the contractual dates shall automatically give rise to a late payment penalty calculated by applying to the sums remaining due a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, without this penalty affecting the payability of the debt. Any delay in payment shall also give rise to the application of a fixed recovery indemnity of €40 (which shall be due by right from the buyer, without prior notification from the Seller).
- 8.3. The penalties for late payment are due without the necessity of a reminder.

The payment is considered to have been made on the date on which the funds are placed at the disposal of the Seller or his surrogate by the buyer.

In the event of a dispute or partial performance of the contract, payment remains due on the part of the contract, which is not disputed, or which has been partially performed.

In the event of the sale, transfer, pledge, or contribution to the company of its goodwill or its equipment by the buyer, as well as in the event that one of the payments or the acceptance of one of the bills or exchange is not made on the due date, then the amounts due become immediately payable, irrespective of any previously agreed conditions.

Repair and maintenance work, as well as supplementary supplies or those delivered during installation are invoiced monthly and payable immediately in cash, net and without discount.

In addition, if the buyer does not meet the financial conditions required by the Seller or if the buyer delays payment to the Seller or is already a debtor of the Seller or a third party or if there is any objective reason which leads the Seller to reasonably believe that the buyer is unable to pay the confirmed orders, the Seller may, at his sole discretion, require the payment in cash or in advance for the delivery of goods of confirmed orders to the buyer. In the event that a buyer does not fulfil his obligation of payment for the goods delivered, the Seller reserves the right, without giving up any other right, to claim the goods in order to sell them to a third party on behalf of the buyer or on his own behalf, while the buyer remains liable for any difference in price resulting from the sale of the goods at a price below the price agreed with the buyer, the case may be.

In the event of the Seller initiating proceedings to obtain payment, the buyer has no right to hold the goods on his premises except to show that the judicial proceedings have ended or that a ruling has been pronounced.

In addition, failure to pay a bill or the non-return within eight days of an instrument sent for acceptance, authorizes the Seller, while reserving all his rights and actions, to suspend any delivery, whatever the conditions of the order, until full payment has been made. In addition, twenty four hours after an official notice by registered letter which is not followed by payment, the sale of the products not paid for will be automatically determined and the products will again become the property of the Seller who wishes to take advantage of this provision; these provisions do not preclude the application of the provisions in the preceding paragraph, whereby the resale of the goods to a third party could be at a price below the price originally agreed with the defaulting buyer.

The making available of the products ordered is the trigger of the invoicing, the most often confirmed by the delivery of goods to the carrier. The above-mentioned due dates are as of that date.

9. RETENTION OF TITLE

The Seller reserves, until full payment of the price by the buyer, a property right on the sold products, allowing him to take back the said products. Any deposit paid by the buyer shall remain the property of the Seller as a lump-sum compensation, without prejudice to any other action that the Seller may be entitled to take against the buyer as a result.

The transfer of ownership does not take place in favour of the buyer until after settlement of the final instalment. As long as the ownership of the material has not been transferred, the buyer undertakes not to modify, transform or resell the equipment without the prior consent of the Seller. Non-respect of payment on any of the due dates may lead to the reclaiming of the goods.

The risk of loss and deterioration shall be transferred to the Buyer upon delivery of the products ordered.

Buyer shall, therefore, at its own expense, insure the products ordered for Seller's benefit by an ad hoc insurance policy until full transfer of ownership and shall provide proof thereof to Seller upon delivery. Failing this, the Seller shall be entitled to delay delivery until such proof is presented.

10. TRANSPORT, DELIVERY AND TRANSFER OF RISK

Unless otherwise expressly agreed between the parties, the goods are shipped under the responsibility and at the risks of the buyer (according to the incoterm EXW or EX WORKS) once the goods are handed over to the carrier. The choice of the carrier and the route is made by the Seller unless otherwise expressly stipulated by the buyer. The Seller will make every effort to ensure that the loading and transportation of the goods meet the delivery times agreed with the buyer. The Seller reserves the right to make partial deliveries. Any delays in deliveries or partial deliveries shall not entitle the buyer to cancel the Sale, to refuse the goods or to cancel deliveries under way.

The responsibility of the Seller shall in no case be engaged in case of delay or suspension of the delivery attributable to the buyer or in case of force majeure.

All operations related to the transportation, insurance, customs handling, bringing to the place of work, are the responsibility and at the expense and risk of the buyer who is responsible for verifying the shipment on arrival and exercising, if necessary, an appeal against the carriers even if the shipment was made free.

The minimum order is for 500 Euros (without the possibility, in this case, of scheduling delivery on the initiative of the buyer). To limit the administrative costs of an order, it is requested the buyer to group orders and respect the minimum quantities shown on the proposal of the Seller who reserves the right to modify these minimum quantities without notice.

No deliveries of orders for standard products ("Standard Products") can be changed or cancelled without the prior agreement of the Seller who reserves the right to accept or reject the change. In addition, the Seller reserves the right to allocate orders from different buyers on a discretionary basis depending on availability. Notwithstanding the existence of any contrary provisions contained in these general conditions of sale, any special orders for products which are tailor made to the requirements of the buyer and, in general, any non-standard products ("Non Standards Products"), especially products sold as an assembly kit, products of manufacturers not appearing on the list of products offered by the Seller and all the products identified by the Seller as being neither exchangeable nor refundable ("Not Exchangeable or Redeemable Products") can not be cancelled, returned nor refunded.

Returned products must follow the RMA procedure described in paragraph 13.

11. REGULATION OF EXPORTS

All products sold by the Seller are intended to remain in the country of delivery agreed with the buyer. The re-export of goods and technical documents or related technology must be carried out in accordance with customs regulations (judgements, decree, law, rulings, circulars, directives, orders...) of the United States of America, the European Union and the countries concerned of the contracting parties. Re-exportation of the products sold must also meet the provisions for control of goods exported from or o third countries. The buyer undertakes to take cognisance of all the procedures for the control of exports and is to know and enforce all legislation in force and to obtain any export or re-export licence if necessary. The responsibility of the buyer is involved for any breach of these obligations.

12. GARANTEE

12.1. Defects giving right to guarantee

The Seller undertakes to remedy operational defects resulting from a defect in design, materials or performance (including assembly if this is entrusted to him) within the limits of the following provisions.

The obligation of the Seller does not apply in the event of a defect resulting either from material supplied by the buyer, or a design imposed by the buyer or from any modification of the product made by buyer after delivery.

All guarantees are excluded for incidents relating to acts of God or force majeure and for replacements or repairs resulting from wear and tear of the equipment, damage or injury arising from negligence, defective installation, monitoring or maintenance and abnormal use, or use not in accordance with the instructions of the Seller, of such equipment or inadequate storage condition.

12.2. Duration and starting point of the guarantee

Unless otherwise expressly provided for by the parties, the guarantee of the Seller will be limited to twelve (12) months from the day the product is delivered to the buyer.

If shipment is delayed, the guarantee period is extended by the length of the delay. However, if the delay is not the responsibility of the Seller, the extension may not exceed three months.

Spare parts or replaced parts are guaranteed for the remaining period under the terms of the guarantee referred to above.

12.3. Obligations of the buyer

To be able to claim the benefit of these provisions, the buyer must:

- communicate to the Seller prior to the order, the destination, and the conditions of use of equipment,
- notify the Seller promptly and in writing, of any defects he attributes to the equipment and provide justification as to the reality of these defects,
- give the Seller every help to allow the determination of these defects and the remedying of them,
- in addition, abstain without the explicit permission of the Seller, of taking it upon himself to perform, or have performed by a third party, any repair, modification or change by a third party of any part of the said equipment.

12.4. Procedure for exercising the guarantee

It is the responsibility of the Seller thus informed to correct the defect and at his own expense and with all diligence; the Seller reserves the right to modify, if necessary, the equipment devices in order to meet his obligations.

The work resulting from the guarantee shall be performed in principle in the workshops of the Seller after the buyer has returned the equipment or defective parts to the Seller for repair or replacement.

However, if, given the nature of the equipment, the repair must be performed at the site of the installation, the Seller will bear the cost of labour for this repair, excluding the time spent in any preliminary work or disassembly and reassembly operations required by the conditions of use or the installation of this equipment and for elements not included in the supplies in question.

The cost of transporting the equipment or defective parts, as well as the return of the repaired or replaced equipment or parts shall be borne by the buyer as will also, in the case of repairs at the site of the installation, the travel costs and lodging expenses of the agents of the Seller.

Replaced parts are delivered free to the Seller and become his property.

13. PRODUCT DEFECTS – PROCEDURE FOR RETURN OF PRODUCTS – RMA PROCEDURE

Prior to any return of good, the buyer must first obtain the agreement of the Seller both with respect to the return itself and to the financial and operational procedures.

13.1. The product characteristics are those defined in the manufacturer's specifications, as published in their latest version, unless other characteristics are expressly agreed between the seller and the buyers ("Characteristics").

If at the time of transfer of risks, the goods sold are found to be defective and that such defectiveness has been notified in accordance with the procedure described above, the Seller may, as he decides, exchange, repair or refund to the buyer the parts which are covered by the guarantee and the defectiveness which has been established.

13.2. In no way, can the Seller be held responsible for:

- orders placed by the buyer for products instead of other products for a particular use without informing the Seller and obtaining his explicit agreement,
- the occurrence of injury or damage of any nature whatsoever, whether due to misuse of the product in violation of the characteristics specified by the manufacturer or the exposure of a product to outside influences which could damage it such as transport, storage by the buyer under inadequate conditions or the subjection of components to excessive conditions (mechanical, electrical or thermal), etc. (in this case, it is recommended that before beginning work with a product, users ensure it is exactly suitable for the intended use by performing a check of the inputs, preliminary test and any other useful checks),
- any modification of the product made by the buyer after delivery,
- notification of the defect in the product made in excess of ten days referred to in paragraph 4 of this article,
- when other persons than the buyer are involved (third parties),
- any claims must be received by the Seller within ten days of receipt of the product and in accordance with the RMA procedure as described in the next paragraph. The product in question must be made available to the seller at no cost of shipping or packaging and be recognisable as being defective. No returned goods will be accepted without the written consent of the Seller in accordance with the RMA procedure.

- 13.3. RMA Procedure: no return of a product will be accepted by the Seller if it does not include a Return Material Authorisation (RMA) number issued by the Seller at its sole discretion. Returned products must be packaged so as not to suffer any damage. The buyer returns the goods under his own responsibility. All products must be returned postage paid as specified in the RMA, except as expressly provided for otherwise by the Seller. If the returned product is deemed to be defective, a full description of the nature of the alleged defect must accompany the returned product. If the returned product is not eligible for the RMA procedure, the product will be returned by the Seller to the buyer at his expense.

14. LIABILITY

14.1. General provisions

With the exception of gross negligence or fraud on the part of the Seller in the implementation of the contract and reparation of bodily injury, death or related to health in general, the liability of the Seller is limited, all causes considered, to payment of a sum which, in the absence of other provisions in the Special Conditions, to the amounts having been received by him for the day of the claim in connection with the goods or services.

The buyer undertakes not to resort to his insurers or a third party in a contractual relationship with him, against the Seller or the latter's insurers beyond the limits and for the exclusions set out below.

14.2. Liability for indirect and/or intangible harm

Under no circumstances, will the Seller be obliged to compensate the intangible and/or indirect harm such as: operating losses, profit losses or commercial harm.

The liability of the Seller is strictly limited to the obligations expressly stipulated in these General Conditions of Sale or Special Terms and Conditions. All penalties and indemnities provided for therein are in the nature of all inclusive fully-discharging damages, excluding any other penalty or compensation.

14.3. Safety advice and limitation of liability

The products sold by the Seller may not be used for any other purpose than that provided for by the manufacturer and according to his specifications. In any event, the products sold by the Seller are not designed as components to be implanted in the human body or for use in life- saving equipment (resuscitation, rescue, etc...) or any other application where the use of the products sold by the Seller would result in death or personal injury or for the use of nuclear material of for any other purpose which might cause deterioration of the product liable to cause injury or death or particularly high monetary damages. In the event that the buyer still wishes to use the products sold by the Seller under the conditions and applications described in this article, the buyer agrees to act under his sole responsibility. In addition, under such circumstances, the buyer agrees to indemnify fully and at the first request, the manufacturer and Seller for any claim which might be addressed to them because of the use of products for a purpose other than provided for by the manufacturer, including legal and court fees which could result from such claims.

15. ANTI BRIBERY ACT

Acal BFi France, as well as all the subsidiaries of the Acal BFi Group Limited, has set up an anti-bribery procedure: No incitement or gratification in any form whatsoever towards the personnel of Acal BFi France will be tolerated. Any attempt will be registered with the management of the Group, which may take legal action against any individual or legal entity that ignores this prohibition. In the same way, the personnel of Acal BFi France engages with the strictest respect of the law in its commercial exchanges with the thirds.

16. SAFEGUARD CLAUSE

In the event of a change in circumstances unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party that has not agreed to assume the risk of excessively onerous performance may request renegotiation of the contract from its co-contractor.

The parties will meet to review the situation and try to restore the initial balance.

In the event of agreement between the parties, an amendment will clarify the new provisions for implementing the contract.

If renegotiation is refused or fails, the parties may agree to terminate the contract, on the date and under the conditions they determine, or ask the judge, by mutual agreement, to adapt it. If no agreement is reached within a reasonable period of time, the judge may, at the request of a party, revise the contract or terminate it, on the date and under the conditions that he determines.

17. MEDIATION CLAUSE

Any dispute arising between the buyer and the Seller may, at any time, be subject to this mediation process, except for the provisions of Article 16.

To this end, either party may so inform the other party by registered letter with acknowledgment of receipt and provide the name of one or more mediators with the aim of deciding within 15 days on the appointment of a single mediator who is accepted by both parties. At the beginning of the mediation, the parties will agree with the mediator on a mediation agreement governing the mediation process.

The parties agree as of now that:

- The duration of the mediation may not exceed two months from referral to the mediator, except by common agreement of the parties.
- All documents and exchanges between the parties in the context of the mediation are confidential, unless agreed otherwise by the parties.
- If the parties' reach an agreement within the time laid down, this will be embodied in a settlement agreement signed by each of them and the mediator and is binding.
- If the parties fail to agree on the mediator or the outcome of the mediation, the mediation has failed and either party may refer the matter to the competent court under the provisions of Article 18 below.

18. JURISDICTION

Failing agreement, it is expressly agreed that any dispute concerning the contract shall be the exclusive jurisdiction of the Commercial Court of PARIS, even when exercising a guarantee or there being multiple defendants, and this applies, whatever the place of delivery and method of payment accepted.

If any provision of these general conditions is void under a rule of law or a court ruling which has become final, it will be deemed not written, but all the other provisions will retain all their power. In this case, the parties undertake to rewrite the provision by reflecting, wherever possible, the economic spirit and essence of the cancelled provision.

19. APPLICABLE LAW

The rights and obligations of the parties are exclusively governed by French law.

The original General Conditions of Sale are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.