

GENERAL SALES CONDITIONS

Rev. 2 – Jan. 2022

1. GENERAL TERMS AND CONDITIONS

- 1.1. These general terms have been established in accordance with the rules in force within the European Economic Area. They define the rights and obligations of the Seller, hereinafter referred to as "the Supplier," and of the Client, hereinafter referred to as "the Client," regarding contracts for the provision of items or products and of industrial services that the Supplier may be engaged to carry out for the Client, be said contracts either sales contracts or company contracts.
- 1.2. These general terms consequently constitute the legal basis of these contracts for all provisions which are not covered by specific written agreements. They void and replace any general purchasing conditions of the Client unless said conditions have been explicitly validated and signed by the Supplier.
- 1.3. They supersede any contrary clause formulated in any way by the Client, if the Supplier has not accepted the contrary clause in writing.
- 1.4. In all events, parties will communicate regularly about their medium and long-term projections and commercial policy.

2. PRODUCT DESIGN

- 2.1. Unless expressly agreed otherwise and in case of products themselves, the Supplier is not the designer of the products or services they provide, their role being that of an Industrial Subcontractor as defined by AFNOR document X50-300. As design entails the complete definition of a product, it may nonetheless be the subject to all or part of the industrial subcontracting, provided that the Client bear full responsibility that that design will be suitable for the industrial purpose sought.

3. ORDERS AND TENDERS

- 3.1. The Client's order or tender process must be accompanied by descriptive or functional specifications indicating in particular the nature and extent of the inspections, trials, and tests necessary to verify the level of quality sought by the client who designed the products or services and who exclusively can discern with sufficient precision their proximity to the intended industrial result as well as any useful element. Any missing information having an impact on completion of the Order is the responsibility of the Client. The Supplier's offer will only be deemed binding if it includes a period of validity. In all cases where the Client makes changes to the specifications or to the prototypes which may be submitted to them by the Supplier, the initial offer becomes null and void and a new offer must be submitted.
- 3.2. The Supplier may only be bound by the conditions of their express acceptance of the Client's firm and final order, by letter or any other means of communication giving rise to a written document. The contract becomes final upon issuance of the acknowledgement of receipt of the order by the Supplier after which no modification or cancellation by either party is possible.
- 3.3. An open order resulting in calls for periodic or timed deliveries can only be undertaken for a limited period agreed upon by the Supplier and the Client.

4. STUDIES AND DIAGRAMS

- 4.1. Unless otherwise agreed upon in writing, the manufacture and delivery of parts or products ordered, their sale if it is a sale, and the performance of services covered by the contract do not result in the transfer to the Client of the Supplier's intellectual property rights to their manufacturing studies, prototypes, models, diagrams, or any other trade secrets. The same applies to studies that the Supplier offers in order to improve the quality or cost price of the product, by an original modification of initial specifications. The Client, if he accepts, must agree with the Supplier on the conditions for their use in the context of the order.
- 4.2. Under no circumstances may the Client be in full possession of the studies, projects, prototypes and documents produced by the Supplier which remain the property of the latter. Consequently, they cannot be used, reproduced, patented, rendered, or communicated to third parties by the Client without the written authorization of the Supplier.
- 4.3. Likewise, the Client may not access the patents, models, expertise or trade secrets owned by the Supplier for himself, nor disclose them without having expressly acquired the ownership, co-ownership, or any right to use or exploit them.
- 4.4. All quotes, designs, diagrams, models, prints, and studies of all kinds on any media produced at the Client's request and on which no action is taken within three months of presentation, shall be invoiced while remaining the property of the Supplier.

5. SPECIFIC TOOLS AND EQUIPMENT

- 5.1. Tools, programs, sample parts, models, specific equipment, industrial files provided by the Client. When supplied by the Client, tools, programs, molds, models, specific equipment, industrial files of all kinds, accessories essential to the execution of the contract hereinafter referred to as "tools," must distinctly bear both a brand and assembly or use indications and must be supplied free of charge to the site specified by the Supplier. The Client is responsible for ensuring that the tools are in good condition and conform with the plans, as well as for completed data. However, at the Client's request, the Supplier can verify this concordance and charge for the cost of this service. If the Supplier deems it necessary to make changes for parts to perform adequately, the resulting costs shall be borne by the Client, whose express agreement the Supplier will have obtained in advance. In general and except in the case of a prior written agreement with the Client, the Supplier does not guarantee the duration of use of the tools. In all events, if the tools received by the Supplier are not in conformity with the use that the latter is entitled to pursue, the price of the parts initially agreed upon must be subject to a request for revision on the part of the Supplier, agreement with the Client necessarily preceding any start of product execution.
- 5.2. Tools, programs, sample parts, models, specific equipment, industrial files produced by the Supplier at the Client's request. When the Client is responsible for producing or having tools made, in particular testing equipment, the Supplier utilizes them or has them utilized according to specifications provided by the Client, who performs functional testing and is solely responsible for tool validation. The cost of production, as well as the costs of replacement or repair after wear, are paid to him independently of the price of the parts. Tool pricing: the price of tools produced or commissioned through a third party does not include the intellectual property of the Supplier over this tool, i.e. the contribution of their expertise or patents for study, implementation or development. The same applies to any adaptations that the Supplier may make to the Client to ensure proper performance of parts. The tools remain in deposit with the Supplier after execution of the order and the Client can only take possession of them following a written agreement on the conditions of exploitation of the intellectual property of the Supplier and once any and all the invoices due to the latter have been settled. The tool is to be kept in good technical working order by the Supplier, the consequences of its wear, repair, or replacement being the responsibility of the Client.
- 5.3. Custody and insurance conditions. The Supplier shall refrain at any time from using, for the account of third parties, tools in full custody of the Client, barring prior written consent of the latter. The Supplier shall undertake to ensure insurance policy at its own expense covering tool deterioration or destruction on its premises. Tools are returned at the Client's request within a reasonable period of time or at the request of the Supplier, as-is, subject to their payment in full as well as payment for manufactured products and any other debts outstanding for any reason whatsoever. If the tools remain on deposit with the Supplier, they are kept free of charge for a maximum period of two years from the last manufacture. After this period, if the Client has not requested return of the tools or if they have not reached an agreement with the Supplier for an extension of the deposit, the latter is entitled to proceed with destruction of the tools, after formal notice by certified mail, which has been unheeded for a period of three months. If the Client takes back his tools prior to the passing of an allotted period such that the study and development costs have not been amortized by the Supplier, he shall undertake to pay an indemnity of a sum either fixed by mutual agreement or calculated by an expert. In addition, in the same situation, in the event of special manufacturing requiring the acquisition of material, specific equipment or components, the Client agrees to take them back at their net book value.

6. RAW MATERIALS, CLIENT SUPPLIED COMPONENTS

- 6.1. In the event that the Supplier acts as manufacturer, the Client will deliver or have delivered, at their own expense and risk, the raw materials and / or components necessary and in conformity with the execution of the order, in quantity and quality, as defined by mutual prior agreement. The goods will be delivered as the Supplier's normal manufacturing times and technical contingencies allow. The Supplier may invoice the replacement, alteration, or cost of labor incurred by the supply of defective components or raw materials.
- 6.2. In the event of destruction or deterioration of materials or components supplied by the Client during the manufacturing process, they will be replaced free of charge by the latter, unless expressly agreed otherwise.

7. SPECIFICATIONS & STANDARDS PROVIDED BY THE CLIENT

- 7.1. The Client will provide the Supplier, at the latest upon entry into force of the contract, the documents (manufacturing orders) necessary for the execution of the order, for example: schematic diagrams; nomenclature ; designs ; assembly and setup plans; procedure, hardware, and software for functional tests; particular specifications; samples; models; as well as for completed data. However, at the Client's request, the Supplier will carry out the Order. It is understood that the documents listed above and any others as applicable will be provided as of the latest update. The Client will then communicate any changes. The Client will indicate at the time of the price inquiry which standards he wishes to see applied. The affixing of prescriptive labeling will remain the full responsibility of the Client. The products which are the subject of orders on the basis of these supply conditions will comply with standard practice as generally recognized in the profession.
- 7.2. Contractual delivery times can only begin after these and all other elements related to the order are completed.

8. RAW MATERIALS, COMPONENTS, PURCHASED ON BEHALF OF THE CLIENT OR SUB-CONTRACTED SERVICES

- 8.1. In the event that the components and raw materials necessary for manufacturing are purchased by the Supplier on behalf of the Client, the latter undertakes to settle the invoice without delay; the Supplier then acts as custodian of these materials free of charge. In the event of destruction or deterioration of these materials or components not attributable to fault on the part of the Supplier, the Client will pay for their replacement, unless expressly agreed otherwise.
- 8.2. The parties will define, if they consider it necessary, a list of components whose procurement is "critical"; that is to say requires a commitment of orders of a particular duration longer than that of delivery of products covered by this contract. The list of these components will be appended to orders; they may, if necessary, be the subject of a special order with business rules different from those of the general contract.
- 8.3. Unless otherwise agreed upon, the Supplier purchases the components according to the Client's instructions from manufacturers selected by the Client. The incoming quality control conditions for components are defined or validated by the Client depending on the capacity of the supply relative to the application.
- 8.4. "Long lead-time" commitments made by the Supplier to their suppliers to ensure the production of projected orders must be covered by the Client.
- 8.5. "Non-use of reserves" by the Supplier (or their suppliers) following a modification of the product, or a suspension or a stoppage of production, will be billed to the Client.
- 8.6. Foreseeable unavailability, such as the stoppage of production by the manufacturer, will be communicated by the Supplier to the Client. Depending on the case, the Client will take responsibility for redesigning the product or restocking components to ensure its end of life.
- 8.7. Material defects generated by product design defects or by wrong choice of component will be the responsibility of the Client in charge of design.
- 8.8. If the Client imposes on the Supplier the involvement of another supplier or subcontractor, for the elements supplied (designs, specifications, etc.), the former will assume full responsibility for their decision.

9. SHIPPING TIMES

- 9.1. Shipping times run from the date that the order is confirmed by the Supplier and according to the dates indicated in said order confirmation.
- 9.2. The exigency of the agreed-upon due date, as well as its intrinsic timeline (date of availability, presentation date for quality control or acceptance testing/ receipt, date of actual delivery, etc.), must be specified in the contract. In the absence of such details, the deadline is presumed to be approximate. Any modification to contractual terms of provision will result in the setting of a new deadline.
- 9.3. Contractual deadlines are extended at the request of the Supplier or the Client for any reason beyond their control which renders impossible for the applicant of this extension the fulfillment of their obligations, particularly in the event of force majeure. The following, among others, are considered cases of force majeure: strikes internal or external to the company, riots, war, conscription, decisions of public authorities, difficulties in the supply of raw materials or energy, breakages or breakdowns machinery, water damage, explosions, natural disasters. The defaulting party must inform the other party in writing of the circumstance as soon as it arises and the parties must then immediately negotiate to agree on the corresponding arrangements to be made.
- 9.4. No penalty will be applicable if it is not agreed upon in writing in orders and preceded by a formal notice. In all cases, penalties would be capped at 5% of the value of the service or late product.

10. PACKAGING

- 10.1. In the absence of a specific agreement, the Supplier will offer one or more packaging solutions.

11. DELIVERY AND RISK TRANSFER

- 11.1. Unless expressly agreed otherwise, delivery, which entails the transfer of risk, is carried out via direct submission of the supply, either to the Client, the carrier designated by them, or, failing that, chosen by the Supplier.
- 11.2. Unless otherwise agreed, in the case of mass production, flexibility is permitted on the number of parts delivered, to be agreed upon when the quote is issued by the Supplier or in the order confirmation.

12. TRANSPORT

- 12.1. It is the responsibility of the Client, who assumes all the risks of these operations, to check upon arrival of the equipment the condition, quantity, and conformity of the supply with the indications on the order.
- 12.2. The Client must immediately inform the Supplier of any possible dispute, without prejudice to legal actions against the carrier which are up to him to undertake.
- 12.3. The Client assumes the costs and risks of sending and returning the materials mentioned in article 6.1., as well as those of the initial samples or prototypes intended to serve as a reference.
- 12.4. Goods may be insured against all risks for a value to be agreed upon according to written instructions from the Client and at his expense.
- 12.5. Even in the event of sale under retention of title, the Client must, upon receipt of the products, in the event of damage, missing packages, present any necessary disputes and written reservations to the carrier. The Client must also immediately notify the Supplier, failing which he will forfeit his rights of recourse.

13. PRICE

- 13.1. Quoted prices. Prices are, according to the agreement outlined in the contract : either revisable via appropriate formulas, taking into account variations in prices of materials or suppliers' commercial conditions, energy costs, wage rates and related ancillary costs associated with ordering, between the date of the contract and that of actual delivery, in the absence of the contract, or - firm for an agreed-upon period, in the absence of special provisions, prices are understood to be "EXW designated premises," with packaging but excluding taxes.
- 13.2. While the price of tools may include, if the contract so provides, the cost of sampling, it does not in any way include the cost of testing, testing devices, or costs incurred by modifications brought about by the Client.

14. TERMS OF PAYMENT

- 14.1. Payments are deemed complete at the Supplier's headquarters. The terms and method of payment, as well as the payment of any deposit, must be subject to an explicit agreement in the contract. Pursuant to article L441-10 of French Commercial Code, the following rules apply: - the deadline for settling sums due is set at the thirtieth day following the date of receipt of goods or of performance of the requested service - the period agreed between the parties to settle the sums due may not exceed forty-five days end of month or sixty days from the date of issue of the invoice. Payment is only complete when it is settled on the due date. Any extension of the due date must be negotiated and insured. Any postponement must be the subject of a supplementary clause. Retention rights on all property belonging to the Client will cease only once all debts for any reason whatsoever have been paid in full.
- 14.2. Without prejudice to the retention rights referred to in article 17, the non-return of bills with acceptance and bank details within 7 days of their transmission, non-compliance with any payment deadline, serious breach of Client credit, in particular the disclosure of a notice of protest or pledge of an any kind against business funds, shall entail, by right, without formal notice and at the discretion of the Supplier - either forfeiture of the term and consequently the immediate payment of sums still due for any reason whatsoever and / or the suspension of any shipment, - or the termination of all contracts in progress with retention of down payments received, and retention of tools and products held by the Supplier for any reason whatsoever, until a potential compensation amount is set.
- 14.3. Any arising amount due shall carry, by right and without formal notice, interest at the rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points.
- 14.4. The Client may not defer a contractual payment deadline if the procedure for receiving or shipping the supplies provided at the Supplier's plant are delayed or cannot be carried out in the event of force majeure. The same applies to payment of the difference between the total amount of the invoice and the price of parts

likely to give rise, upon dispute by the Client, to credit or credit notes, potentially granted by the Supplier pursuant to Article 16. The Client may not delay or dispense with paying all or part of an amount owed to the Supplier on the grounds of any claim on the former's part, in particular under warranty rights, without the Supplier's consent.

- 14.5. Any failure by the Client, total or partial, in their payment obligations or any delay, will entail, without prejudice to any damages or interest, payment of the fixed compensation of 40 euros for recovery costs, fixed by article D441-5 of French Commercial Code, pursuant to article 121 of law n° 2012-387 dated March 22, 2012. Failure by the Client, in whole or in part, in their payment obligations or any delay which would impose on the Supplier recourse to a third party to recover the debt will entail application of a recovery clause incurring a penalty of a value equal to 15% of the amount, taxes included, with a minimum of 300 euros per debt.
- 14.6. In the event of repeated client failures to meet specified payment deadlines, the supplier reserves the right to require payment in advance for orders in progress.
- 14.7. In the event that the Supplier and the Client agree on a discount, any late payment, even partial, will automatically result in the loss of the discount without prejudice to any damages or interest. The Supplier will then be able to issue an additional invoice corresponding to the recovery of this discount.

15. INSPECTION AND ACCEPTANCE

- 15.1. When the Client assumes full responsibility for the design of parts according to the desired industrial result that they exclusively undertake in its entirety, they shall decide according to the functional specifications which fix the specifications defining in all aspects the parts to be made, the products, parts or services to be performed, as well as the nature and method of inspections, verifications, trials and tests required for acceptance thereof. The acceptance by the Client of suggestions aimed at any improvement in the specifications, can in no way result in a transfer of responsibility, the design remaining under the sole responsibility of the Client. In all events including the event of non-acceptance, the nature and extent of necessary inspections, trials and tests, standards, as well as tolerances of all kinds, must be specified in the designs and specifications compulsorily attached by the Client in his invitation to tender and confirmed in the contract agreed upon mutually by the Supplier and the Client.
- 15.2. The inspections, trials and tests required by the Client may be carried out at his request by the Supplier or by a laboratory or third party. If the Supplier is not the party tasked with these steps, this must be specified, along with the nature and extent of these inspections, trials and tests, upon conclusion of the contract at latest. In addition, if it is the Supplier who is tasked with these steps, a written agreement on their cost must be included in the contract. In cases where delivery is required, scope and conditions thereof must be established at the latest upon the conclusion of the contract. Unless otherwise agreed upon in the contract, delivery takes place at the Supplier's premises, at the Client's expense, no later than one week following the notice of readiness for receipt sent by the Supplier to the Client or to the body responsible for receipt. In the event of a deficiency caused by the Client or the inspecting body, parts are to be stored by the Supplier at the expense and risk of the Client. Following a second notification from the Supplier which has remained unheeded fifteen days after its dispatch, the equipment is deemed to have been received and the Supplier is entitled to invoice it. As the objectives and methods of non-destructive inspections or tests can only be defined according to product design, the Client must always specify in his invitation to tender and in his order the inspections that he has selected, and, if necessary, the conditions under which they must be performed, in order to determine in particular the conditions for executing the warranty defined in Article 16. In all cases, these inspections and receipts are carried out within the framework of reference standards, according to conditions defined by documents and specifications, as decided by the Client and accepted by the Supplier.
- 15.3. In the absence of specifications concerning inspections, trials and tests to be carried out on products, the Supplier only performs routine manufacturing inspections according to their own standards.
- 15.4. Manufacturers carried out within a Quality Assurance system require that this condition be specified by the Client in their invitation to tender and their order; the Supplier shall confirm in their bid and in their order acceptance, without prejudice to the provisions of the preceding articles.
- 15.5. The quality assurance system is in all cases limited to the service ordered and will be subject to specifications provided in the quality-control procedure appended to the orders.

16. WARRANTY - LIABILITY

- 16.1. For orders of parts or estimate or provision of industrial services within the framework of a company contract, the Supplier has the obligation to provide products, parts, or services in accordance with the designs and dictates of the contractual specifications within the framework of agreed-upon source inspections. In the event of a complaint from the Client within a maximum period of 12 months from the date of manufacture on the parts produced, processed or installed, the Supplier reserves the right to examine them on site prior to any return and to designate any possible liability. For production orders, the Client must request at their own expense the manufacture of prototypes to be submitted to them by the Supplier for acceptance following any inspections and trials that the former deems necessary. This acceptance must be communicated by the Client to the Supplier via letter or any other means of written communication. This acceptance is the starting point for any new deadline for new supplies.
- 16.2. The Supplier's warranty is limited to 12 months from the date of manufacture and consists, upon agreement with the Client - of crediting the Client with the value of parts recognized as not conforming to the designs and dictates of the contractual specifications or to the previously-accepted prototypes, or of replacing said parts free of charge, - or of bringing them into conformity or having them brought into conformity, as the case may be - or of providing service free of charge on new parts, components, or materials supplied free of charge by the Client, barring serious misconduct by the Supplier. The parts that the Supplier replaces shall be the subject of a credit note, replacement parts being invoiced at the same price as replaced parts. Compliance upgrades shall proceed according to methods decided and / or approved by the Client. The Supplier bears the cost if they undertake to carry this out themselves, or must give prior consent if the Client decides to do so for a price that it will have communicated to the Supplier. The replacement or compliance upgrade of parts, carried out by agreement between the Supplier and the Client, cannot result in modification of the warranty structure. Parts for which the Client has obtained a credit note, replacement, or compliance upgrade from the Supplier, unless otherwise agreed, must be returned to the latter carriage forward, the Supplier reserving the right to select the carrier. Compliance upgrades will be limited to parts in their original state of delivery. The Client may not request a compliance upgrade on parts modified, processed and / or integrated into sub-assemblies. Compliance upgrades will take place at the premises of the Supplier or the Client.
- 16.3. Under penalty of forfeiture of the rights defined in the warranty above, the Client is required to report non-conformities as soon as they are discovered and to explicitly request the replacement or compliance upgrade of the products or the re-execution of the services in question within the maximum timeframe, counting from the time of delivery - 10 days for evident non-conformities; - 6 months for other non-conformities, this period being reduced to 1 month for mass productions. At the end of these periods, no claim is admissible. Any compliance upgrade of parts undertaken by the Client without the Supplier's agreement on its objective and cost shall entail the loss of the right to the warranty.
- 16.4. The warranty does not extend under any circumstances: - to damage caused by a defective product during its use if the Client, who is charged with design, committed the error of putting it to use sans the carrying out, by themselves or a third party, of all requisite inspections and tests with regard to its design, use, and desired industrial result; - to operational costs that products may incur prior to being put to use; - to the cost of assembly, disassembly and withdrawal from circulation of these parts by the Client; - and in general to no other damage, including to components supplied by the Client, barring serious professional misconduct on the part of the Supplier. Neither does the warranty extend to: - faulty performance resulting from a defect in materials or parts supplied by the Client or as a result of an installation not having been carried out in accordance with the supplier's instructions or standard practice ; - damage attributable to force majeure or to the acts of a third party; - damage caused by the acts of the client; - uses of the product which are abnormal or at odds with various compatibilities, or installations that do not comply with norms or standard practice.
- 16.5. Under no circumstances can the seller be held responsible for an assembly defect or for a modification to the product made by the Client, nor for a lack of maintenance or use, the consequence of obsolescence, or normal wear and tear.
- 16.6. Limitation of liability clause. The Supplier's liability is limited to 100% of the value of its Liability Insurance which can be provided upon request pursuant to article 1231-3 of the Civil Code.
- 16.7. The Supplier may subcontract any order or business contract at its discretion, unless the Client expressly raises an objection in writing.

16.8. The Supplier undertakes to place orders in accordance with standards recognized by international conventions prohibiting in particular slavery and child labor and protecting the fundamental rights of workers. The Supplier also undertakes to provide only products or services that comply with current European regulations on environmental matters (subject to applicable exceptions, particularly in military matters). The Supplier undertakes to prohibit, for all of the Client's personnel, the provision of gifts, favors, or entertainment (presents, travel, gasoline vouchers, or gift certificates) beyond mere business courtesies (marketing materials, meals, technical seminars, etc.).

16.9. The Supplier undertakes to use the products resulting from the order in accordance with standards recognized by international conventions prohibiting in particular slavery and child labor and protecting the fundamental rights of workers.

17. RIGHT OF RETENTION OR LAW N ° 75-1334 DATED 12/31/1975 REGARDING SUBCONTRACTING

- 17.1. If the contract binding the parties is a sales contract, product sales are made with retention of title. Under the terms of the right of retention clause, the Client will only become owner of the manufactured goods after payment has been made in full. Nonetheless, as soon as goods are delivered, they must ensure their proper conservation against all risks, and they will not be able to alter or resell them without the Supplier's authorization.
- 17.2. In the event that the contract is a service contract, the Supplier is entitled under existing subcontracting law (dated 12/31/1975) and the Client as such must have it approved by the contracting authority and, in the event of a public contract, ensure his direct payment.

18. INDUSTRIAL OR INTELLECTUAL PROPERTY - CONFIDENTIALITY

- 18.1. In all cases other than the Supplier's own products, the Client guarantees the Supplier against all consequences of legal action which may be brought against them due to the processing of an order for parts covered by industrial or intellectual property rights such as patents, trademarks, or registered designs or by any private right.
- 18.2. The transfer of products or the performance of services does not result in the transfer to the Client of the Supplier's intellectual or industrial property rights on its manufacturing studies. The same applies to studies that the Supplier offers in order to improve the quality or cost price of the product, by an original modification of initial specifications. The Client, if he accepts, must agree with the Supplier on the conditions for their use in the context of the order. In any case, the Client may not access the Supplier's studies for themselves, nor disclose them, without having expressly acquired the intellectual property rights.
- 18.3. The Client, as from the moment of remittance, undertakes to keep absolutely confidential all information of any kind which they might have come aware in any way whatsoever and by any medium: paper, computer, photograph, model, specific tools, design, etc. The same applies to written or verbal consultations. Under no circumstances may the Client be in full possession of the studies, projects, prototypes, and documents produced by the supplier which remain the property of the latter. Consequently, they cannot be used, reproduced, patented, rendered, or communicated to third parties by the Client without the written authorization of the Supplier. Likewise, the Client may not access the patents, models or know-how owned by the Supplier for themselves ; nor disclose them without having expressly acquired ownership, co-ownership, or any right to use them. The Client ensures that their employees and other suppliers or subcontractors respect the obligations resulting from this agreement.
- 18.4. The Client authorizes the Supplier, unless prohibited in a written instrument, to exhibit at any events such as fairs, trade shows, exhibitions, and in their advertising and promotional literature, certain parts or products that it produces as well as the name and logo of the Client as a commercial reference.

19. TERMINATION

- 19.1. The Client, who, bound by a service contract, cancels all or part of the order or who defers the delivery date, without the Supplier being responsible, is required to pay damages to the latter for all costs incurred on the date of receipt of the Client's notice, without prejudice to any direct and indirect consequences that the Supplier will have to bear as a result of this decision, including lost profit.
- 19.2. In the context of a sales contract, no unilateral termination is possible except under clause 19.3.
- 19.3. The Supplier reserves the right to unilaterally terminate all pending orders or service contracts in the following cases: recurring payment delays (concerning one or more contracts) and / or if the Client is faced with insolvency or sells all or part of his business and / or if the Client does not comply with clause 16.9

20. NULLITY

- 20.1. The nullity of one or more contractual clauses does not entail the nullity of the general terms of sale. In the event of nullity of one or more clauses hereof, the Supplier and the Client undertake to negotiate in good faith one or more clauses presenting a similar economic result.

21. JURISDICTION

- 21.1. Contracts are governed by French law. The parties will endeavor to settle amicably, under the mediation of the SNESE, all disputes relating to the interpretation and execution of these general terms of sale and contracting. In the event that they do not succeed and in the absence of a contrary agreement, in particular arbitration, the Commercial Court of Paris has sole jurisdiction for all disputes on supply contracts and services, regardless of the conditions of these contracts and the agreed-upon method of payment, even in the event of a recourse in warranty or multiple defendants. However, if the Supplier is the Plaintiff, they reserve the right to apply to the Commercial Court of the Client's headquarters and in this case, to potentially waive enforcement of their own legislation.