

General Terms and Conditions of Sale

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1. GENERAL POINTS

- 1.1. Commercial relations between HASLER GROUP, or one of its subsidiaries representing it (**'Supplier'**), and the buyer, referred to as the **"Customer"**, shall be governed by these General Terms and Conditions of Sale. They constitute the sole basis of any commercial negotiation and shall apply to all points which are not regulated in another manner in writing by mutual *Agreement*. *Customer* terms and conditions of Purchase which contradict these General Terms and Conditions of Sale shall only be valid if the *Supplier* has agreed to them in writing.
- 1.2. Deviations/additions to these General Terms and Conditions of Sale shall only be valid if the *Supplier* has expressly accepted them in writing.
- 1.3. Offers which do not mention a validity period shall be non-binding. Once the validity period has expired, the *Supplier* reserves the right to accept or not any order.
- 1.4. The **'Agreement'** consists of the documents listed below which shall prevail over each other in the following order of priority:
 - an *Agreement* signed by both the *Customer* and the *Supplier* or the order and its acceptance signed by the *Supplier* with its comments (if required);
 - any specific and/or additional special Terms and Conditions of Sale agreed by the *Customer* and the *Supplier*;
 - these General Terms and Conditions of Sale, which form an integral part of the *Agreement*.
- 1.5. **'Works'**, specified in the *Agreement*, consist of the **'Equipment'** to be delivered (materials, products, equipment, etc.) and the **'Services'** to be provided (assembly, supervision, commissioning, repair, upgrade, maintenance, etc.) in accordance with *Agreement* requirements.
- 1.6. The *Supplier* shall be free to subcontract all or part of the *Equipment* and *Services* under the *Agreement*.
- 1.7. The *Customer* shall refrain from any action or practice with a view to hiring the *Supplier's* employees.
- 1.8. If any provision of the *Agreement* is deemed invalid or unenforceable in whole or in part by a competent authority, the validity of the other provisions of the *Agreement* and the rest of the provision in question shall not be affected.
- 1.9. The headings in these General Terms and Conditions of Sale are indicative and do not affect the content of the relevant provisions.

2. AGREEMENT AND EFFECTIVE DATE

- 2.1. The *Agreement* shall enter into effect when the last of the following events occurs (**'Effective Date'**):
 - *Agreement* signature by the *Supplier* and the *Customer*;
 - receipt by the *Supplier* of a down payment as provided for in the *Agreement* or, failing that, receipt by the *Customer* of the formal acceptance of the order signed by the *Supplier*;
 - receipt by the *Supplier* of an irrevocable and confirmed letter of credit acceptable by the *Supplier*, or receipt of any other payment guarantee by the *Supplier* (stand-by letter of credit or other, to be agreed by the *Supplier*).
- 2.2. Unless otherwise indicated in the special conditions of sale, the *Effective Date* shall constitute the date of the beginning of the *Supplier's* contractual obligations and the delivery lead time and schedules specified, if applicable, in the *Agreement* for *Equipment*, spare parts, and Service provision.
- 2.3. If more than thirty (30) days pass after the *Agreement's* signature without the occurrence of the *Effective Date*, the *Supplier* may modify the aforementioned schedules.

3. ORDER, ORDER CONFIRMATION

- 3.1. Unless there are justified exceptions, the *Supplier* shall confirm orders in writing.
 The terms of the written order confirmation shall be the exclusive reference for payment terms, the delivery time, the contents of the delivery, and the scope of the *Services*, and shall include, where applicable, reservations on the *Customer* order (HASLER EQ23 document).
- 3.2. Order changes, as well as oral *Agreements* shall only be valid if the *Supplier* has confirmed them in writing to the *Customer*.
- 3.3. The *Supplier* shall be authorised to make changes bringing improvements at any time as long as they do not hinder the guaranteed performance and do not result in an increase in the price for the *Customer*.
- 3.4. The submission of an order signed by the *Customer* implies acceptance by the latter of these General Terms and Conditions of Sale, unless one or more points of these General Terms and Conditions of Sale have resulted in a negotiation and on the condition that these negotiated points are recorded in the written *Agreement* signed by the *Supplier* or in the Special Terms and Conditions of Sale which are also signed.

4. PRICE

- 4.1. Prices are expressed according to the exact Incoterm specified in the Special Terms of Sale, according to the ICC (International Chamber of Commerce) definitions of the latest known review of the offer.
- 4.2. Prices may be adjusted after entering into the *Agreement* in the following cases:
 - price review;
 - extension of the delivery lead time for one of the reasons listed in 11.3;
 - change to the scope of the agreed *Works*;
 - modifications to the *Equipment* or performance because the documents provided to the *Supplier* by the *Customer* did not correspond to actual conditions or were incomplete.

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4.3. If the *Effective Date* occurs after the offer's validity date, or if the *Agreement* completion date is postponed for reasons beyond the *Supplier's* liability, the *Supplier* shall be entitled to update its prices for postponed work, in particular in order to take into account possible increases in the prices of raw materials, energy, and the average cost of living.

4.4. The price is understood and corresponds to the limit of the *Services* defined in the *Agreement's* reference technical offer.

4.5. The *Agreement* price shall be adjusted to take into account any change in cost for the *Supplier* resulting from changes in the legislation of the *Customer's* country.

Legislation means any law, order, or regulation, not limited to tax laws, that affects the *Supplier* in the performance of the obligations under the *Agreement*.

5. AGREEMENT PERFORMANCE

5.1. Delivery shall meet the standards and requirements applied by the *Supplier*, valid at the time of the offer, and confirmed when ordering.

5.2. The goods are designed and manufactured in compliance with fundamental health and safety requirements respectively applicable to them. The CE mark of conformity and the establishment of *Supplier* declarations meet the corresponding directives.

5.3. Good Engineering Practices: *Equipment* and *Services* shall conform to good engineering practice and contract specifications. The *Customer* is required to provide the *Supplier* with all the information and documents necessary for the *Works* before signing the *Agreement*.

5.4. *Customer's* obligations: throughout the duration of the *Works*, the *Customer* shall provide any approval and instruction, material, *Works*, site access, any *Equipment* to the extent necessary for the *Works* (safety rules, special risks, etc.), and, more generally, any support required for the *Works* which is not part of the *Works* or the *Supplier's* responsibility in a timely manner.

Customer shall assist the *Supplier* in obtaining any visa, permit, or licence that may be required for *Service* provision or for *Equipment* import and delivery (if applicable).

5.5. *Customer* supervision: when provided for in the special terms and conditions of sale, the *Customer* may supervise *Agreement* execution. To this end, the *Customer* or its representatives shall have access to the *Supplier's* facilities during their working hours. The cost of this shall be fully borne by the *Customer*. Such supervision shall not hinder or delay *Agreement* execution.

5.6. *Supplier* recommendations: any advice or recommendation given by the *Supplier* (or its employees or agents) which is not confirmed in writing by the *Supplier*, shall be followed or applied entirely at the *Customer's* risk and peril, and therefore, the *Supplier* shall not be held liable for any such advice or recommendations that are not confirmed in this manner.

6. CHANGES – AMENDMENTS – VARIATIONS

6.1. During *Agreement* execution, the *Supplier* may make changes to the *Equipment* as required by mandatory circumstances, such as a modification of technical standards, manufacturing methods, or laws and regulations, affecting the terms of *Agreement* execution. However, these modifications shall not affect the fundamental characteristics of the *Equipment* and *Services* specified in the *Agreement*.

6.2. If these modifications have effects which prevent or make more difficult compliance with certain *Agreement* provisions, in particular those relating to prices or delivery lead times, the *Supplier* shall submit the appropriate supporting documents to the *Customer* and the *Customer* and the *Supplier* shall sign an Amendment to their *Agreement* setting out the changes required.

6.3. All changes to the *Agreement* shall be documented in writing and signed by the *Supplier* and the *Customer*. Under no circumstances shall the *Supplier* be held liable for the performance of *Works* other than those expressly mentioned in the *Agreement* by its employees at the *Customer's* request.

7. PAYMENT

7.1. The *Customer* shall make payments in accordance with the agreed terms at the *Supplier's* tax domicile without deducting any discounts, charges, taxes, duties, customs duties, allowances, *Supplier* delay penalties or other charges. In the absence of other *Agreements*, the price shall be paid in two instalments: one third upon receipt of the order confirmation and two thirds upon delivery or notice of availability. An invoice recalling the down payment paid and the balance payable shall be issued. The down payment shall be paid upon receipt of the corresponding invoice. Unless otherwise agreed, any other invoice shall be paid within 30 (thirty) days from the date of the invoice. In the case of early payment, no discount shall be granted.

7.2. The payment terms and commitments shall remain in force when the acceptance, transport, delivery, assembly, and commissioning of *Equipment* or *Services* are delayed or made impossible for reasons beyond the *Supplier's* control. The same applies when non-essential parts fail or when touch-up work is necessary without preventing the use of *Equipment* or a service.

7.3. In the event of late payment, the *Supplier* reserves the right to immediately stop deliveries and planned service provision. It is authorised to charge interest from the day following the payment date appearing on the invoice, at the rate of 3 (three) times the French legal interest rate. In addition, a minimum fixed fee of 40 euros for recovery costs shall be due as of right, without any reminder being necessary, without prejudice to the *Supplier* being able to charge a greater amount than said fixed fee if it has incurred higher recovery costs. This fee shall apply to each invoice paid late.

7.4. If the *Customer* is in default, the *Supplier* is authorised to cease the activities inherent to the *Agreement* and withhold deliveries and *Services* in progress. If, within a reasonable period of time, the *Supplier* does not obtain sufficient guarantees, it may withdraw from the *Agreement*, demand damages and, if necessary, take back the goods supplied under the *Agreement* at the *Customer's* expense.

8. TAXES

8.1. Unless otherwise specified in the regulations of European Union countries, where the *Agreement* provides for the delivery of *Equipment* within the European Union, *Equipment* delivery shall be exempt from VAT provided that the *Customer* provides the *Supplier* with its VAT number or that of the end user, if the latter is a resident of the European Union, with the order.

8.2. In this case, the *Customer* or end user shall pay the applicable VAT in accordance with the tax rules applicable in their own country. If the VAT number is not attached to the *Agreement*, the *Equipment* shall be subject to VAT in the *Customer's* country, calculated at the rate in force on the invoice date. Any tax adjustment, penalty, or interest on late payment which may become due as a result of the *Supplier's* use of said VAT number shall be reimbursed by the *Customer* to the *Supplier* within 30 (thirty) days of the presentation of proof of payment thereof.

8.3. For France, the prices indicated are exclusive of VAT. This shall be applied to invoicing in accordance with the laws in force.

9. RETENTION OF TITLE

Delivery shall remain the *Supplier's* property until full payment of the *Equipment*. The *Customer* has an obligation to participate in measures aimed at the protection of property. In particular, it shall identify precisely the goods delivered and not paid for in its warehouses, so as to

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allow, if necessary, an effective claim. It authorises the *Supplier*, at its own expense, to carry out any inspection of this identification on the *Customer's* premises. The *Customer* shall also bear the costs of registering or reporting the retention of title in the public registers/books in accordance with applicable national laws and the costs incurred by the *Supplier* to complete all the formalities necessary for this purpose. Until the retention of title is lifted, the *Customer* shall insure and maintain the delivered goods.

10. FORCE MAJEURE

10.1. Under no circumstances shall the *Supplier* be liable for non-compliance with its obligations due to a case of *Force Majeure*. *Force Majeure* shall be defined as any event preventing the full or partial performance of the *Agreement* which cannot be overcome despite a reasonable effort on the part of the *Supplier* or its agents.

10.2. *Force Majeure* includes, but is not limited to, the following events: labour disputes or strikes, shortage of skilled workers or raw materials, major incidents affecting the *Supplier's* agents, fires, explosions, mobilisations, action or failure to act by public *Services* or government authorities, acts of war, sabotage, embargoes, insurrection, riots, breach of the peace, major manufacturing issues such as tool accidents or business failure, or late deliveries or with defects in raw materials, semi-finished or finished products, scrapping of essential parts, administrative measures or shortcomings, natural phenomena, interruptions or delays in transport, and epidemics.

10.3. If the case of *Force Majeure* continues for more than 3 (three) months and the *Customer* and the *Supplier* have not agreed on the terms of continuation of the *Agreement*, the *Supplier* may terminate the *Agreement* within a period of 30 (thirty) days after written notification to the *Customer*, in which case the provisions of the TERMINATION clause shall apply.

11. DELIVERY LEAD TIME

11.1. The delivery lead time shall begin from the *Effective Date*.

11.2. Unless otherwise agreed, where delivery takes place on the *Supplier's* premises, the delivery lead time is considered to have been complied with when the goods are ready to be delivered or, by derogation, accepted in accordance with what has been agreed.

11.3. The delivery time shall be appropriately extended:

- when points 4 and 5 of section 5 (*Agreement* execution) reach the *Supplier* late;
- when the *Customer* modifies the specifications necessary for *Agreement* execution after the *Effective Date*;
- in the event of a case of *Force Majeure* (section 10);
- if an external inspection, mandated by the *Customer* in writing on placing the order, delays the lead time initially planned.

11.4. If such uncontrollable events prevent deliveries and service provision within the agreed deadlines, the *Customer* shall not be entitled to any compensation.

11.5. If a specific date is agreed instead of a delivery lead time, it shall be equivalent to the last day of the delivery lead time. The previous points in this section shall apply in a similar manner.

12. DELAY PENALTIES

If the *Supplier* does not comply with the schedule due to its own fault and if a summons to deliver has been issued by the *Customer*, the *Supplier* shall, at the *Customer's* request and within 15 (fifteen) days from said request, pay delay compensation calculated on the basis of the *Agreement* price (excluding tax) of the delayed Work at a rate of 0.5% per week up to a maximum of 5% of the delayed Work.

The compensation indicated above shall constitute the limit of the *Supplier's* liability for delay and, as such, shall be considered as full discharge.

No delay compensation payment shall be imposed on the *Supplier* for delays due to circumstances attributable to the *Customer*, a case of *Force Majeure*, or when such delays have not resulted in loss for the *Customer*.

Delay compensation is not applicable to the documentary part.

13. CONFIDENTIALITY, OWNERSHIP

13.1. The indications of weights, measures, performance, etc. appearing in catalogues, brochures, and offers etc. are reference values entailing no commitment.

13.2. The *Supplier* shall retain ownership of its studies, plans, models, data, and test results as well as any document issued and provided to the *Customer*, or of which the *Customer* may have cognisance during *Agreement* execution. The *Customer* may only use this information and documents for *Agreement* execution. These documents and information shall be treated confidentially and shall not be distributed, published, or generally disclosed to third parties without the *Supplier's* express prior written authorisation, to which they shall be returned immediately upon request from the latter in the event of *Agreement* termination. They shall also not be used for the manufacture of machinery, *Equipment*, or parts thereof.

13.3. Provided that the *Supplier* has been paid the full amount contractually due, the *Supplier* shall grant the *Customer* a free and non-exclusive right to use the aforementioned documents exclusively for the upkeep and maintenance of the *Equipment* subject to its work.

14. TERMINATION

14.1. Except in cases of *Force Majeure*, each party may terminate the *Agreement* at any time in the event that the other party does not fulfil a substantial obligation imposed on it under the *Agreement* and does not take satisfactory measures to remedy this within 20 (twenty) days of receipt, by the defaulting party, of a written notice to this effect sent by recorded delivery with advice of receipt or of any equivalent notification from which emerges a sufficient warning.

14.2. If the *Customer* cancels an order, the *Supplier* shall be entitled to remuneration for deliveries made and *Services* already provided, or, if no delivery has yet been made, to the reimbursement of sums incurred by the *Supplier* with subcontractors.

The remuneration and reimbursements mentioned above shall be increased by a withdrawal penalty equivalent to 10% of the order's value.

14.3. Termination of the *Agreement* in whole or in part, for any reason, shall not affect or prejudice the COMMERCIAL GUARANTEE (19), CONFIDENTIALITY, OWNERSHIP (13), and LAW AND ARBITRATION (22) provisions in this instrument.

15. PACKAGING, DELIVERY, STORAGE

15.1 The place of performance of the *Works* for the *Customer* and for the *Supplier* is one of the *Supplier's* premises, at the *Supplier's* choice, even if the delivery has taken place carriage paid, CIF, FOB, or under similar conditions.

15.2. Packaging is provided by the *Supplier* but in no case shall it be taken back.

15.3. For EXW deliveries, transport and insurance costs shall be borne by the *Customer* in accordance with the provisions of the designated Incoterm.

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15.4. Claims for damage, loss etc. arising from transport shall be reported upon receipt of delivery and certified by the last carrier.

15.5. Whatever the *Equipment's* point of delivery and the means of transport, within a period of 15 (fifteen) days from the *Supplier's* notification of availability for delivery, the *Supplier* shall be authorised, on behalf of the *Customer*, to store the *Equipment* at the *Customer's* expense. The *Supplier* shall be deemed to have delivered this *Equipment* to the *Customer* on entry into storage and shall be entitled to payment upon presentation of the warehouse receipt in place of any bill of lading or similar document otherwise required under the *Agreement*. The risk shall be transferred to the *Customer* on entry into storage, but title shall only be transferred in accordance with the RETENTION OF TITLE provision.

15.6. Similarly, if shipment is delayed by the *Customer*, the *Supplier* may agree, upon written request from the *Customer* and at the *Customer's* sole expense and risk, to store the *Equipment*.
The *Supplier* shall invoice a sum equal to 0.6% of the price excluding tax of the *Equipment* to be stored per week of postponement with a waiting period of 15 (fifteen) calendar days. The storage period shall in no case exceed 6 (six) months from the *Customer's* request. These provisions in no way modify the *Customer's* payment obligations.

16. TRANSFER OF RISK

16.1. Risk transfers pass to the *Customer* according to the Incoterm determined by the *Agreement*.

16.2. If shipment is delayed or made impossible for reasons not attributable to the *Supplier*, the risk shall be transferred to the *Customer* at the initially scheduled EXW delivery time. From that moment, the goods shall be stored and insured at the *Customer's* expense and risk.

17. INSPECTION AND ACCEPTANCE

17.1. Before shipping, each installation shall be subject to the usual inspections. If the *Customer* wishes to be present during the inspection of its delivery, it shall stipulate this in writing when placing the order.

17.2. Regarding spare parts orders, unless otherwise specified in the order, only electronics shall be subject to the usual inspections.

17.3. The *Customer* may accept the delivery itself or have it accepted by a person appointed for this purpose. In accordance with the provisions of Article 11.2 above, and unless otherwise provided for in the same article, acceptance shall take place at the manufacturer's plant and shall include a functional test without product. In all cases, the costs shall be fully borne by the *Customer*.

17.4. The *Customer* is required to inspect the deliveries and *Services* within five (5) working days and to immediately communicate any possible defect in writing to the *Supplier*. Otherwise, deliveries and *Services* shall be deemed to have been accepted.

17.5. In addition, if the *Customer* did not choose the carrier, it shall preserve *Supplier's* rights with this carrier by notifying the carrier, within three (3) days, not including bank holidays, which follow that of said acceptance, of any damage or loss, by reasoned letter sent by recorded delivery or by extra judicial act, in accordance with Article L133-3 of the French Commercial Code.

18. ASSEMBLY AND COMMISSIONING

18.1. The *Customer* shall have assembly carried out by suitably qualified personnel under the *Supplier's* supervision.

18.2. Commissioning and inspection of assembly work shall be carried out by the *Supplier's* personnel or personnel authorised by the *Supplier*.

18.3. The *Services* provided shall be the subject of an acceptance report immediately after their completion.

18.4. In the case of assembly and/or commissioning carried out by the *Customer*, outside the context indicated above, the latter shall not claim the benefit of contractual guarantees.

19. COMMERCIAL GUARANTEE

19.1. Unless the *Customer* has the same specialty as the *Supplier*, this commercial guarantee does not preclude the legal guarantee against hidden defects provided for in Articles 1641 et seq. of the French Civil Code. During the commercial guarantee period, the *Supplier* shall promptly and upon written notice from the *Customer* repair or replace, at its option, all parts that the *Customer* proves to be defective or unusable. All parts replaced shall become the *Supplier's* property.

19.2. The *Supplier* shall only bear the costs resulting from the repair or replacement of defective parts in its *Workshops*. The *Supplier* shall, in no case, be liable for expenses other than those chargeable under this guarantee provision. If the defective parts cannot be repaired or replaced in its *Workshops* for reasons which are not attributable to it, all additional costs resulting therefrom, in particular travel costs, shall be borne by the *Customer* as well as all expenses incurred by the *Customer* or a third party during the *Equipment's* immobilisation due to work in accordance with the guarantee.

19.3. Any other claim from the *Customer* based on a defective delivery, in particular damages and *Agreement* termination, shall be excluded under this commercial guarantee.

19.4. The guarantee period is twelve months. It shall take effect when the *Equipment* is ready to be shipped or upon completion of commissioning if the *Supplier* also provides this service, in accordance with Article 11.2 above.

If shipment or commissioning is delayed for reasons that are not attributable to the *Supplier*, the commercial guarantee shall end no later than eighteen months after the time the *Equipment* was ready for shipment.

19.5. The replaced parts shall benefit from the same commercial guarantee period as the main object. However, this commercial guarantee shall cease no later than eighteen months after the start of the commercial guarantee for the main object or, if the shipment or commissioning of the main object has been delayed for reasons which are not attributable to the *Supplier*, no later than twenty-four months from the time the main object was ready for shipment.

19.6. The following cases are excluded from the commercial guarantee:

- damage due to natural wear and tear, insufficient maintenance, incorrect handling, excessive use, the use of operating means according to factory specifications, the use of contraindicated operation, chemical or electrolytic influences, power surges or lightning strikes, corrosion, erosion, cavitation or similar phenomena, civil engineering and faulty assembly work that has not been carried out by the *Supplier*, as well as for other causes not attributable to it;
- defects attributable to the design, material, or manufacturing or assembly techniques imposed by the *Customer* and for which the *Supplier* submitted written comments to the *Customer*;
- non-compliance with the *Supplier's* instructions;
- maintenance of the *Equipment*, specified in the *Agreement*, by the *Customer* or by third parties, under conditions not previously approved by the *Supplier* in writing;

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- routine maintenance or replacement of parts required by normal wear and tear of the *Equipment* or by exposure of the *Equipment* to the elements;
- defects or damage caused by error or negligence of the *Equipment* user, a case of *Force Majeure*, or unforeseeable circumstances.
The components and parts of the *Equipment* comply with standards, design characteristics, and quality measurements that correspond to specific requirements and are appropriate for the use for which the *Equipment* is intended. Therefore, the *Supplier's* guarantee obligation shall automatically expire if all or part of the components or parts of the *Equipment* are replaced by components or parts not supplied by the *Supplier*.

19.7. The commercial guarantee shall cease if the *Customer* (or third parties) makes changes or repairs to the delivery without the *Supplier's* written consent or if the *Customer* does not immediately take appropriate measures to prevent the damage from worsening and enable the *Supplier* to remedy the defect.

19.8. If the *Customer* does not assert in writing, before the expiry of the commercial guarantee period, specific claims arising from the latter, the *Supplier* shall be released from its obligations under said guarantee.

19.9. The *Supplier's* guarantee under this provision is in place and excludes any other guarantee or commitment of any kind.

19.10. For deliveries from another manufacturer, the *Supplier* shall only assume the commercial guarantee as part of the subcontractor's obligations.

20. SUSPENSION

20.1. If *Agreement* execution is suspended due to a case of *Force Majeure* or as a result of the *Customer*, the *Supplier's Agreement* execution period shall be extended. Any subsequent costs incurred by the *Supplier* shall be reimbursed by the *Customer*.

20.2. If *Agreement* execution is suspended for any reason and continues for more than 3 (three) months, the *Supplier* or *Customer* may, at any time during this uninterrupted suspension, terminate the *Agreement* with written notice of more than 30 (thirty) days.

21. LIABILITY

21.1. The *Supplier* undertakes to deliver *Equipment* in accordance with the *Agreement*.

21.2. Once the *Customer* has fulfilled its obligation of inspection in accordance with Article 17.4 of these General Terms and Conditions of Sale, the *Supplier* shall fulfil its obligations under Article 1641 et seq. of the French Civil Code and the commercial guarantee.

21.3. Under no circumstances shall the *Supplier's* liability under the *Agreement* exceed the amount excluding tax of the sums collected under the *Agreement*.

21.4. Under no circumstances shall the *Supplier* be held liable for any immaterial damage, such as loss of profit, loss of production, operation, etc. suffered by the *Customer*.

21.5. The *Customer* shall waive all recourse against the *Supplier* to obtain compensation for the financial consequences of any damage caused to third parties and shall pay compensation to the *Supplier* for all claims by third parties directly or indirectly related to *Agreement* execution.

The conditions mentioned above are understood to be exclusive of hidden defects.

22. LAW AND ARBITRATION

22.1. The *Agreement* is governed and interpreted in accordance with French law.

22.2. The language of proceedings shall be French.

22.3. In the event of a dispute between the *Customer* and the *Supplier* on a technical matter, the parties agree to have recourse to the ICC International Centre for Expertise in Paris, in accordance with the ICC's rules of Technical Expertise.

22.4. If, at any time, any question, dispute, or difference arises between the *Customer* and the *Supplier*, the parties shall attempt to reasonably settle the matter. If any dispute related to the *Agreement* (including any dispute as to its validity, meaning, effect, or termination) cannot be settled by the *Customer* and the *Supplier* within 6 (six) weeks of initial notification of the case, the *Customer* and the *Supplier* agree that it shall be finally settled by arbitration in accordance with the Rules of Arbitration of the ICC.