

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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1 GENERAL

The purpose of these general terms and conditions of supply and services (hereinafter the "General Terms and Conditions of Supply") is to govern the relationship between Ingecal SAS (hereinafter the "Supplier") and its customer (hereinafter the "Customer") for the supply of equipment (hereinafter the "Equipment") and the service(s) (hereinafter the "Service(s)") defined in the order (hereinafter the "Order") and the other contractual documents mentioned hereinafter.

The sending of the Order signed by the Customer implies acceptance by the Customer of these General Terms and Conditions of Supply and shall render the Customer's general conditions of purchase or any other similar document unenforceable against the Supplier unless expressly accepted in writing by the latter in the Order acknowledgement.

The contract (hereinafter the "Contract") shall only be definitively concluded on the date of receipt by the Customer of the Supplier's Order acknowledgement and once the conditions mentioned in Article 2 are met.

The special conditions (hereinafter the "Special Conditions") shall be validly included in the Order once they have been expressly accepted by the Supplier in advance and may also be included in the Supplier's Order acknowledgement.

The Contract shall consist of the following documents to the exclusion of any other document, in descending order of precedence below:

- The confirmation of the Order by Ingecal, with or without reservation, hereinafter referred to as "Order Confirmation"
- The Order
- the Special Conditions
- The Supplier's Final Offer (hereinafter referred to as "Final Offer")
- these General Terms and Conditions of Supply of Goods and Services
- The Customer's specifications

In the event of a dispute or difficulty of interpretation, the above documents shall take precedence over each other in the order in which they are listed.

2 ENTRY INTO FORCE

The Contract will come into force once the following suspensive conditions have been met:

- a) the Customer shall set up means of payment and bank guarantees if applicable,
- b) receipt by the Supplier of the advance payment provided for in Article 11 below or in the Order,
- c) the Customer has provided all information necessary for the Supplier to perform the Contract as well as any information requested by the Supplier,

d) the Supplier has sent the Order Confirmation to the Customer.

If the above conditions are not met within two (2) months of receipt of the Order, the parties shall be free to revise their terms and conditions and decide freely whether or not to enter into the Contract, subject to any damages that the Supplier may claim for loss incurred as a result of the Customer's failure to act diligently.

Unless otherwise agreed, the effective date of the Contract shall constitute the starting point for the Supplier's contractual obligations and the contractual deadlines for delivery of the Equipment and performance of the Services.

If the effective date of the Contract is postponed due to the conditions stipulated in this Article, to the point of compromising compliance with the work schedule defined in the Contract, the Supplier's obligations in terms of performance deadlines shall be automatically adjusted to take into account the postponement of the effective date of the Contract, without the Customer being entitled to claim any damages and/or penalties for delay.

3 PERFORMANCE OF THE CONTRAT

3.1 Monitoring of performance

Only when the Special Conditions so provide, the Customer may monitor the performance of the Contract. In this case, the Customer or its representatives shall have access to the premises of the Supplier's and/or its suppliers' and/or subcontractors' premises during their opening hours.

If the Special Terms provide for monitoring operations, their cost shall be borne entirely by the Customer. If these monitoring operations disrupt the Supplier's performance of its obligations under the Contract to such an extent as to jeopardize compliance with the completion deadlines, the latter shall automatically be adjusted accordingly.

3.2 Performance - Characteristics of the Equipment

The performance and characteristics of the Equipment shall be measured and warranted in accordance with the technical conditions of supply. In the absence of such technical conditions of supply, the Equipment will be measured and warranted in accordance with the laws in force at the time of the offer or, in the absence of a specific law, in accordance with the conditions specified by the manufacturer.

Unless otherwise stipulated in the Special Conditions or in the Offer, the inspection tests carried out by an external body shall be at the Customer's expense.

3.3 Subcontracting

The Supplier may freely subcontract all or part of the manufacture of the Equipment and/or the performance of the Services, without the Customer's consent.

3.4 Materials entrusted by the Customer

The Supplier shall only be liable for the materials entrusted to it by the Customer if such materials entrusted are in good working order and if the Customer can demonstrate that the Supplier has used them in a manner inconsistent with their intended purpose.

3.5 General obligations of the Customer

The Customer shall provide in a timely manner and for the entire duration of the Services, all approvals and/or instructions, all materials, all supplies (electricity, fluids, etc.), all services (cleaning, surveillance, etc.) and all other work, as well as access to the site and to the equipment subject to the Supplier's intervention and, more generally, everything that may be necessary for the proper performance by the Supplier of its contractual obligations, even if not expressly stipulated in the Agreement.

The Customer shall communicate to the Supplier, prior to the conclusion of the Contract, all information and documentation necessary for the proper performance of the Services by the Supplier. Information that was not available to the Customer at the entry into force of the Contract shall be provided to the Supplier in a timely manner with regard to the schedule for the performance of the Services.

The Customer undertakes to inform the Supplier of the applicable laws, regulations and standards, it being specified that the Supplier is only required to comply with the laws and regulations applicable at the time of the Final Offer.

The Customer shall obtain in good time any approval of the competent administrative authorities that may be necessary to enable the installation to commence within a timeframe compatible with the contractual execution schedule, in particular to enable the Supplier to carry out the tests provided for in the Contract, where applicable.

The Customer shall inform the Supplier in a timely manner and keep the Supplier informed of the specific conditions of performance of the Services related to the site or to the pre-existing equipment constituting the environment or subject of the Services, such as site safety standards and any hazards associated with the neighbouring installations and/or equipment.

The Customer shall carry out all customs formalities for importation unless otherwise agreed. The Customer shall provide at its own cost and expense all assistance to the Supplier to enable it, if necessary, to obtain work permits, visas and other documents necessary for the performance of the Contract.

The Supplier may at any time refuse to perform the Services if it considers that the necessary conditions have not been met, in particular with regards to security, without any penalty or damages being claimed from it.

4 MODIFICATIONS

No changes may be made to the Agreement other than by a written document signed by the authorized representatives of the Supplier and the Customer.

The Supplier shall in no event be liable for the performance by the Supplier's employees of Services requested by the Customer other than those expressly mentioned in the Contract.

Any modification at the Customer's request shall result in an increase in the Contract price, a corresponding adjustment of the performance deadlines and/or contractual warranties, as soon as the Supplier deems it necessary.

The price stipulated in the Contract is exclusive of tax, covers the Equipment and the Services and is based on the Services being performed under normal conditions, without interruption or suspension attributable to the Customer or to third parties.

During the performance of the Contract, the Supplier may, , make changes to the Equipment and the content of the Services made necessary by compelling circumstances affecting the conditions of performance of the Contract, such as changes in technical standards, manufacturing methods or applicable laws or regulations.

If these modifications have consequences that make it impossible or more difficult to perform certain provisions of the Contract, particularly with regards to delivery times, or that justify an additional price, the Supplier shall provide the Customer with the appropriate justification. The parties shall then sign an amendment to the Contract making the necessary modifications to take account of these new constraints and their consequences, particularly financial.

5 DELIVERY

Unless otherwise stipulated in the Special Conditions, delivery shall take place when the Equipment is made available to the Customer in the Supplier's or Customer's workshops or shops, regardless of the terms of such delivery, and/or in accordance with the Incoterms mentioned in the Order.

The Customer shall then carry out a thorough examination of the Equipment thus delivered. Unconditional acceptance of the latter without reservation shall release the Supplier from the warranty for apparent defects and from the obligation to deliver compliant Equipment.

Unless otherwise stipulated in the Special Terms and Conditions, transport, handling, assembly, commissioning and all other ancillary services shall be at the expense and risk of the Customer, who shall take out the necessary insurance accordingly.

The Equipment delivered and stored at the Customer's premises are at the Customer's risk. As such, the Customer is liable in particular for theft and damage to the Equipment.

The Contract shall be subject to the Supplier's quality control procedures, which shall carry out its usual checks and/or tests.

6 ACCEPTANCE

Acceptance of the Equipment and/or the Service shall be established by both Parties in an acceptance report and shall be pronounced with or without reservations.

Any use of the Equipment by the Customer prior to acceptance shall be deemed to constitute acceptance.

6.1 Acceptance on the Supplier's premises

Unless otherwise agreed, acceptance of the Equipment shall take place at the premises of the Supplier or its own suppliers or subcontractors.

If the Customer fails to sign the acceptance report, acceptance shall be deemed to have been declared fifteen (15) days after the Supplier has given the Customer formal notice to do so by ordinary mail or e-mail.

6.2 Acceptance at the Customer's premises (SAT On-site Acceptance Tests)

If the Equipment is to be assembled or installed by the Supplier and/or its own suppliers and/or subcontractors at the Customer's premises or site, the acceptance of the Equipment thus assembled or installed shall take place at the said premises or site.

If the signing of the acceptance report by the Customer is delayed for reasons not attributable to the Supplier, the assembled or installed Equipment shall be deemed to have been accepted on the earlier of the following dates:

- one (1) month after the Equipment has been put into operation by the Supplier;
- the day of the first use by the Customer;
- fifteen (15) days after the Customer has been given formal notice to proceed with acceptance.

The Customer shall not be entitled to refuse or postpone acceptance once the main characteristics and performance of the Equipment have been verified. Any disputes by the Customer on points that do not affect these main characteristics and performances will then be subject to reservations that will be recorded on the provisional acceptance report.

These reservations, insofar as they are justified and are not disputed by the Supplier, shall be addressed by the latter within a reasonable period of time. When all reservations have been addressed, the Customer shall declare final acceptance.

If the Contract requires the Supplier to comply with one or more performance commitments, these shall only be valid if the content of the said performance and the method of determining whether it has been achieved are clearly expressed and unambiguous.

In this respect, the Customer shall provide the Supplier, in sufficient quantity and of a suitable quality, any products to be used as well as the elements to be processed, in order to enable the Supplier to carry out the performance control tests provided for in the Contract, where applicable, under satisfactory conditions and when the Supplier is ready to carry them out.

7 DELAY

If penalties for delay are provided for in the Order/Order confirmation or in the Special Conditions, these shall only apply if the Supplier has been given formal notice to perform and if the delay is solely attributable to the Supplier.

The total amount of these penalties may in no case exceed 3% of the Contract amount excluding tax.

Payment of the penalties provided for above shall constitute a lump sum compensation for all the damages which the Customer may have suffered as a result of the Supplier's delay in performing its contractual obligations.

No penalty or compensation of any kind shall be payable by the Supplier in the event of a delay caused by an event attributable to the Customer, in particular in the event of failure or delay by the Customer in performing its contractual obligations or when the Customer orders additional work which affects the performance deadlines provided for in the Contract, an event of Force Majeure within the meaning of Article 8 below, the actions of a third party or when the Customer is unable to prove that the delay has caused it damage.

The Customer shall compensate the Supplier for all additional costs and/or damage incurred by the Supplier as a result of the Customer's failure to perform or delay in the performance of any of its obligations under the Contract, or as a result of an event attributable to the Customer, in particular those resulting from the prolonged presence of the Supplier's personnel on site and those resulting from the consequent delay in subsequent payments provided for in the Agreement.

Any additional costs incurred by the Supplier in order to comply with any subsequent deadlines provided for in the work schedule in order to meet the Customer's request shall be charged to the Customer.

8 FORCE MAJEURE

If the performance of a contractual obligation is prevented, restricted or delayed by reasons of Force Majeure, i.e. any external, unforeseeable cause, including but not limited to natural disasters, acts of God, war, hostilities, labour disputes (whether at the premises of either party or elsewhere), shortages or delays in the supply of raw materials or capital goods, fire, explosion, pandemic, accident or breakdown of essential machinery or equipment, which the party whose contractual performance is compromised could not overcome by reasonable means, that party shall be exempt from any liability, compensation, penalties due to the impediment, restriction or delay and the time available for performance shall be extended accordingly.

The Party invoking Force Majeure must immediately inform the other Party of its occurrence and its termination by email and registered letter with acknowledgement of receipt. In the absence of information on the occurrence of the circumstances in question, the Party concerned may not invoke them unless the circumstances also prevented the information from being provided.

In the event that it is impossible to perform due to the occurrence of a Force Majeure event as defined above for a period exceeding three (3) months, the Parties shall negotiate the terms and conditions for adapting the Contract in order to allow the total or partial achievement of the objective pursued. If they fail to do so, the Contract shall be terminated without formalities and the Customer shall pay the Supplier the price corresponding to the Equipment delivered or in progress and the Services provided.

9 WARRANTY

9.1 Definition and limits of the warranty

The Supplier's contractual warranty covers defects in design, material or manufacture of the Equipment for which it is directly responsible as a result of its performance. The Supplier shall remedy such defects by the means it deems appropriate: repair, modification or replacement. The Supplier shall bear the cost of the replacement parts and the labour costs relating to the performance of its warranty obligation.

Parts replaced under the warranty shall become the property of the Supplier and shall be returned by the Customer to the place of delivery upon request.

The Supplier reserves the right to modify the delivered Equipment, if necessary, in order to fulfil its warranty obligations.

Unless otherwise agreed, the warranty does not include the replacement of a fluid, a wearing part or any consumable product. Calender rollers are also excluded from contractual warranty.

Any spare parts, fluids and/or various consumables that may be ordered by the Customer in addition to the Equipment must be paid for in full by the Customer upon delivery.

The warranty is conditional on the one hand, on the Customer notifying the Supplier without delay of the appearance of the defect accompanied by all available information relating to the defect observed and, on the other hand, on the Supplier and/or the latter's insurer representative being given a reasonable opportunity to examine the defect and its material consequences.

Unless otherwise agreed, the Supplier's interventions under warranty shall only be carried out on working days and in the presence and with the assistance of the Customer's representatives, within a reasonable period of time, taking into account the extent of the issue encountered, from the notification sent by the Customer to the Supplier by e-mail.

Additional costs associated with faster interventions and/or interventions at night and/or working days requested by the Customer and authorized by the competent administrative authority, where applicable, shall be charged to the Customer.

However, the Supplier shall not be held liable in the following cases:

- defects arising from the design, materials, manufacturing or assembly techniques imposed by the Customer and on which the Supplier has expressed written reservations,
- defects in the materials imposed by the Customer in its order and about which the Supplier has expressed written reservations in the Final Offer,
- defects in drawings, specifications, materials or Services which are not part of the Supplier's obligations under the Contract, even if the Supplier has made observations about them,
- defects arising from products or materials, such as fluids, paint or any other product, the supply of which is the responsibility of the Customer and which are used in combination with the Equipment to ensure the operation of the installation comprising said Equipment,
- interventions on the Equipment carried out by the Customer itself or by third parties under conditions not previously approved and in writing by the Supplier
- defects or damage caused either by a fault or negligence by the user of the Equipment, or by an event of Force Majeure or an unforeseeable circumstances,
- failure to comply with the Supplier's instructions, in particular when the Equipment is not used in accordance with its intended purpose and/or the operating instructions for the Equipment or of the installation incorporating the Equipment, in particular with regard to maintenance,
- normal wear and tear of the Equipment;
- exposure of the Equipment to the bad weather or to an environment likely to damage it,
- use of the Equipment by unauthorized and/or unqualified Customer personnel.

9.2 Duration and commencement of the warranty

The warranty period is limited to one (1) year after delivery (according to the Incoterm contractually agreed).

The repair, modification or replacement of a part during the warranty period shall not extend the warranty period.

9.3 Procedures for exercising the warranty

In order to be able to invoke the warranty, the Customer must immediately notify the Supplier in writing of any malfunctions attributed to the Equipment and provide all evidence of such malfunctions.

The Customer must prove the Supplier's fault in the performance of its Services.

The Customer may not invoke the warranty to suspend or defer its payments.

10 PRICE

Prices are EXW (in accordance with the definition of Incoterms 2020 codified by the International Chamber of Commerce) unless otherwise agreed on the order.

Prices shall remain valid only if regulations and legislation remain unchanged. Thus, any change in the standards, laws or regulations applicable to the Equipment and/or Services which are the subject of the Final Offer shall automatically be reflected in the prices of said Equipment and/or Services.

The total amount of this Contract is defined in the Order and Order Confirmation

The amounts set out in the Order and Order Confirmation have been calculated excluding all taxes, duties, levies or other contributions of the Customer's country which shall be borne exclusively by the Customer as set out in Article 18 below.

The prices of the Equipment delivered shall be automatically revised by applying official indices applicable in the event of an increase in the price of raw materials and/or semi-finished products and/or services used in their manufacturing to take account of such increase.

11 PAYMENT

Payments shall be made in euros to the Supplier, whether in respect of advance payments, invoices or any other payment.

Unless otherwise stipulated in the Special Conditions, the currency of account for invoicing and payment shall be the euro.

Payments shall be made at the Supplier's registered office, net and without discount. Unless otherwise agreed, payments shall be made within 45 days of the date of invoice.

Pursuant to Article L 441.6 paragraph 12 of the French Commercial Code as amended by Law No. 2012-387 of 22 March 2012, any delay in payment shall automatically, without the need for a reminder, result in the application of late payment penalties calculated on the basis of the legal interest rate. In addition, a fixed compensation fee for recovery costs of €40 shall be payable to the creditor.

After formal notice has remained without effect for fifteen (15) days, the Supplier shall be entitled to interrupt the performance of the Contract until the amounts due have been paid. If both parties decide by mutual agreement to resume performance, the period of suspension shall extend the contractual period for performance of the Contract accordingly. The interest rate provided for in this Article shall continue to apply under the same conditions and according to the same procedures.

Any compensation made by the Customer may only be made within the framework of Articles 1347 et seq. of the Civil Code; the claims must be reciprocal, fungible, liquid and payable.

12 TRANSFER OF OWNERSHIP AND RISK

12.1 Ownership

Ownership of the delivered Equipment shall only be transferred to the Customer once the price stipulated in the Contract has been paid in full.

The Customer shall refrain from modifying, incorporating, pledging or reselling the delivered Equipment until the price specified in the Contract has been paid in full, unless the Supplier has given its prior express consent.

The Customer undertakes to take all measures to protect and identify the Equipment delivered, to inform the Supplier of these measures and to allow the Supplier free access to the premises where the Equipment will be stored or installed.

The Supplier may at any time, until the transfer of ownership to the Customer, demand that the Equipment already supplied be returned to it. If this demand is not met within eight (8) days of receipt of the written request, the Supplier may, without prejudice to any other rights, take possession of the said Equipment, remove it, use it and dispose of it at its discretion and, for this purpose, enter the premises where they are stored and separate them from any other goods with which they may be incorporated.

In the event that the Customer fails to pay the Supplier the sums due to the latter on the due date, the Supplier may claim and sell the Equipment after formal notice has remained unsuccessful for eight (8) days.

In the event that the Customer is subject of collective proceedings, the Supplier shall be entitled to claim and sell the Equipment delivered in accordance with the legal and regulatory provisions in force.

12.2 Risks

The risk in the Equipment shall take place upon delivery of the Equipment

If the Equipment is assembled or installed by the Supplier on the Customer's site, the Transfer of Risk in the Equipment shall take place upon commencement of operation.

13 INDUSTRIAL PROPERTY

The Supplier is and shall remain the sole owner, without this list being exhaustive, of all drawings, plans, models, prototypes, software and all information concerning its Services as well as of the intellectual property rights created or acquired by the Supplier before and during the preparation of the Final Offer or during the performance of the Contract.

The purchase of the Equipment supplied by the Supplier does not in any way confer on the Customer the right to exploit the industrial property rights attached thereto.

From the date of entry into force of the Contract and exclusively within the framework of the present Contract, the Supplier grants the Customer the non-exclusive right to use the above-mentioned documents and information exclusively for the purposes of operating the Equipment.

14 CONFIDENTIALITY - SECRECY

The Supplier shall retain ownership of the studies it has carried out as well as of all plans, models and other documents issued by it, which have been communicated to the Customer or of which the Customer may have become aware in the context of the study of the Final Offer and/or performing the Contract. These may only be used by the Customer and only, where applicable, for the purposes of performing the Contract.

These documents are confidential and may not be distributed, published or generally communicated to third parties, without limitation in time, except with the prior, express and written authorization of the Supplier. These documents shall be returned to the Supplier at its first request once it is clear that the Customer will not be placing an order following the Final Offer or upon the expiry of the Contract, if the Customer places an Order with the Supplier.

If the Customer does not accept the Final Offer, it shall return to the Supplier all the technical documentation contained therein and all copies that may have been made or shall destroy them within 8 days and provide written confirmation to the Supplier.

15 RESPONSABILITY

The Supplier's liability is strictly limited to the obligations expressly defined by the Contract and may only be invoked under French common law.

With the exception of the penalties for delay which are covered by Article 7, the Supplier shall under no circumstances be liable for compensation for operating losses, production losses, loss of profits, contracts, revenues, financial or economic losses and more generally immaterial or indirect losses or damages, consequential or non-consequential immaterial damages that the Customer may suffer under the Contract.

Any penalties or damages referred to in the Contract shall be in the nature of lump-sum damages and shall be exclusive of any other penalty relating to the events giving rise to their application.

Except in the case of bodily injury, the Supplier's total liability under the Contract shall be limited, for all causes and all damages combined, to 25% of the price of the Contract, excluding any amendments thereto.

The Customer guarantees that its insurers will waive any recourse against the Supplier, beyond the limits and exclusions mentioned in this Article 15.

16 FIRE - EXPLOSION

If the Contract provides that the Equipment must be assembled and/or installed and/or commissioned by the Supplier or its own suppliers or subcontractors on the Customer's premises or site, the protection of the assembly site against fire during the assembly and/or installation and/or commissioning of the Equipment delivered, shall be the Customer's responsibility, unless otherwise stipulated in the Final Offer or in the Agreement.

The Supplier shall not be held liable for damage caused by fire and/or explosion if the Customer has not taken all the usual precautions in advance and in particular if it has not obtained a Fire Permit prior to the work in accordance with the regulations in force, if it has not put in place the necessary fire safety measures to ensure the protection of the Equipment during commissioning for tests and during production or if it has not equipped each piece of the Equipment that requires it with compliant and sufficient fire safety means (cabinets, crusher, airlock, etc.), unless these measures have been made the responsibility of the Supplier in the Contract.

17 TERMINATION

In the event of failure by either party to perform any of its essential contractual obligations, persisting for more than fifteen (15) days after written notification of a formal notice to perform sent by registered letter with acknowledgement of receipt, without prejudice to the provisions of Articles 8 and 11, the party entitled to performance of the breached may:

- if it is the Supplier; notify the Customer of the termination of the Contract and demand payment of the price of the Services already performed or being performed, of the Equipment delivered and the balance of the Contract amount, without prejudice to any damages that it may claim.
- if it is the Customer; notify the Supplier of the termination of the Contract and pay the Supplier, on presentation of supporting documents, the amount of the Services already performed or in progress, the Equipment delivered or in progress, without prejudice to any damages it may claim.

This Agreement may be unilaterally terminated by the Supplier, without prejudice to any damages that it may claim at any time, automatically and without any legal formalities, fifteen (15) days after the date of dispatch a registered letter with acknowledgement of receipt addressed to the Customer in the event of a finding of the Customer's insolvency or a decision to place the Customer in receivership, prompt action against the Customer under the legislation on receivership and liquidation and any other debtor protection law or other similar law with similar objectives or effects, liquidation or dissolution proceedings initiated against the Customer.

In the event of termination of the main contract between the Customer and its own customer, the contract between the Supplier and the Customer shall continue unless otherwise agreed.

18 TAXES AND DUTIES

All duties, taxes, levies and other similar contributions of any kind, existing or to come, which are or will be applicable in France to the sale of the Equipment as well as to the Services which are the subject of this Contract shall be borne by the Supplier.

All duties, taxes, levies and other contributions that may be payable as a result of the Contract and applicable in the country where the Contract will be performed, shall be borne by the Customer, who undertakes to pay them on time and to carry out all resulting tax formalities.

19 CHANGE OF LEGISLATION

If, during the period of validity of the Final Offer and after signing the contract, any law, regulation, ordinance, standard, decree or agreement comes into force and results in a decrease or increase in the cost of performance of the Contract or affects the Supplier in the performance of its contractual obligations, the Contract price shall be adjusted accordingly.

20 UNFORSEEN CIRCUMSTANCES

If a change in circumstances that was not foreseeable at the time of the conclusion of the Contract makes performance excessively expensive for the Supplier, the Supplier may request a renegotiation of the Contract price from the Customer, who is obliged to accept it.

21 BREACH

In the event of non-performance by the Supplier of any of its substantial contractual obligations, if the Customer decides to continue or have the contractual obligations performed, it shall be at the Customer's risk and expense.

The Customer who claims imperfect performance by the Supplier may under no circumstances refuse to pay, make a compensation or unilaterally reduce the contract price.

Furthermore, once it is clear that the Customer will not perform its contractual obligations, the Supplier may suspend the performance of its own obligations.

22 SETTLEMENT OF DISPUTES - APPLICABLE LAW

Any dispute that may arise between the parties concerning the validity, interpretation, performance or termination of the Contract, and which could not be settled amicably, shall be submitted to the Commercial Court of Paris.

The Contract shall be governed by and interpreted in accordance with French law.