



SUPPLY CONTRACT

GENERAL CONDITIONS OF PURCHASE 3M IN FRANCE

ARTICLE 1 – Definitions

- '3M': means the company whose identity is given at the end of these General Conditions.

- 'Client(s)': means the client or clients of 3M and/or of the Affiliated Companies.

- 'Order(s)': means the order or orders forming the purpose of the Contract bearing on the Deliverables and/or the Services. These Orders are defined in the Specific Conditions and/or through the Order form or forms in application of the Specific Conditions.

- 'General Conditions': means these General Conditions.

- 'Specific Conditions': means the Specific Conditions including any possible Order forms in application of said Specific Conditions.

- '3M Contact' or 'SUPPLIER Contact': means each Party's Contact as designated in the Specific Conditions.

- 'Contract': means all General Conditions and associated Specific Conditions, it being understood that the General Conditions can be appended to several independent Specific Conditions, thus forming several autonomous Contracts.

- 'Data': means all data and in particular all personal data owned, implemented and/or managed by 3M and the Affiliated Companies including in particular data coming from their commercial partners and Clients.

- 'SUPPLIER': means the 3M contracting partner whose identity is given at the end of these General Conditions.

- 'Deliverable(s)': means any element the SUPPLIER will be led to provide 3M or the Affiliated Companies with and/or directly to the Clients in execution of the Orders.

- 'Party' or 'Parties': means in the singular, 3M or the SUPPLIER, and in the plural 3M and the SUPPLIER.

- 'Services': means the services of design, production, delivery, management and/or any other services the SUPPLIER will be led to realise for 3M, the Affiliated Companies and/or directly for the Clients under the terms of the Contract.

- 'Affiliated Companies': means the companies in which 3M owns more than 50% of the capital on the date of signature of the Contract or during its performance.

ARTICLE 2 – Purpose

The purpose of this Contract is to specify the conditions pursuant to which the SUPPLIER provides 3M and/or the Affiliated Companies with the Services.

It is specified that:

1) this Contract is accompanied with no commitment on exclusivity by either of the Parties;

2) 3M and the Affiliated Companies are in no case committed on a minimum number or minimum value of Orders.

It is hereby understood that commitment to full observance of the needs expressed by 3M, the Clients and the Affiliated Companies regarding in particular technology, safety, quality and observance of schedules and costs, constitutes an essential condition of the Contract, without which 3M would not have contracted.

2.1 Indirect beneficiaries

It is specified that the commitments taken in the Contract by the SUPPLIER in favour of 3M automatically benefit the Affiliated Companies concerned by the Order, which can invoke them directly and *ipso jure* to their benefit.

2.2 Portability of the Contract to the members of the 3M group

It is specified that any company of the 3M group concerned can (i) ratify the Contract and place Orders in application of said Contract, (ii) as necessary, negotiate with the SUPPLIER a specific agreement making it possible to adapt the Contract to its own needs.

For the purpose of such operations, it is understood that an autonomous contractual relation will be established between the SUPPLIER and the company of the 3M group concerned. This company alone shall bear responsibility for this relation with regard to the other companies of the 3M group, which are in no way concerned in this matter.

ARTICLE 3 – Term

The date on which the Contract comes into force and its term are given in the Specific Conditions.

All stipulations of the Contract that can be reasonably interpreted as surviving extinction of the Contract, particularly the guarantee and confidentiality clauses, shall survive this extinction.

ARTICLE 4 – Terms and conditions of the Services

4.1 General principles

As a general rule and so as to make possible the best alignment between the Services and 3M's needs, it is understood that the Parties agree to collaborate closely and to implement their skill with the aim of optimising performance of the Contract.

The SUPPLIER thus agrees in particular to ensure that 3M benefits from its know-how through consulting and input, making it possible to optimise performance of the Orders and Services.

The SUPPLIER agrees to cooperate in good faith without reservation and in a spirit of partnership with the 3M employees as well as with any other entity with whom it may be led to work. In particular, it shall reply promptly in writing to any questions they might have.

For its part, 3M agrees to reply to the SUPPLIER's questions regarding the expected performance of the Contract, its

products, needs, processes and requirements.

4.2 Placing Orders

Each Order for Services and/or Deliverables will be subject to prior agreement through transmission of an Order form in keeping with the specimen provided by 3M.

The SUPPLIER agrees to honour all Orders transmitted in application of the Contract.

4.3 Reception of Deliverables

The Parties agree that for each Order of Deliverables, the SUPPLIER will set a deadline for reception starting from the effective delivery date of the Deliverables.

This deadline for reception (five business days by default) enables 3M, the Affiliated Company and/or the Client concerned to determine reasonably and without prejudice the subsequent application of all guarantees and the conformity of the Deliverables and Services.

During this time, 3M, the Affiliated Company and/or the Client concerned can conduct tests or cause tests to be conducted by any third party.

Where necessary, 3M and/or the Affiliated Company concerned can request from the SUPPLIER, at no additional cost, that specific tests be conducted, supply without delay of all elements making it possible to ensure interoperability of the Deliverables with their environment of integration, setting up of control tools and/or remittance of a certificate certifying conformity of the Deliverables with regard to a number of contractual points as defined in the Specific Conditions.

Should a non-conformity be revealed, the SUPPLIER agrees to correct it at its expense forthwith and to set up a new reception date.

In any event, and for the case in which the Deliverables might not be compliant on the reception date of the Order as fixed in the Specific Conditions (e.g., Order form), it is understood that 3M can, without prejudice to any other possibility:

- (i) cancel all or part of the Order concerned at first notification

sent to the SUPPLIER by recorded delivery letter without prior notice or compensation for the SUPPLIER;

or

- (ii) apply to the SUPPLIER, without prior formality and as delay penalty interest, a sum equivalent to 5% of the price net of taxes of the Order per day of delay. This penalty will be payable by the SUPPLIER thirty (30) days following receipt of the corresponding invoice sent by 3M.

Unless the deadline for reception is interrupted due to notification of non-conformity, the reception date of the Deliverables will be the first of the following dates:

- (i) the date on which acceptance without reservation of the Deliverables concerned is sent by 3M;
- (ii) the reception date fixed by contract (or expiry of the deadline for reception).

The transfer of risks and ownership of the Deliverables from SUPPLIER to 3M occurs on the reception date of the Deliverables.

ARTICLE 5 – Financial terms and conditions

In consideration of full realisation of the Services and/or Deliverables in application of the Contract, the SUPPLIER will be remunerated pursuant to the terms and prices given in the Specific Conditions.

Any other remuneration of the SUPPLIER in connection with the Contract is excluded, it being specified that the sums given in the Specific Conditions include costs that might pertain to the Orders (e.g., packing, delivery, local taxes).

The calendar for invoicing each Order is given in the Specific Conditions.

Payments are effected sixty (60) days following the date of the undertaking invoice drawn up by the SUPPLIER at the address given in the Specific Conditions.

To be compliant, it is required that the invoices include a reference to the corresponding Order form.

Any receivable of the SUPPLIER not claimed within one (1) year following its date of payability is foreclosed.

ARTICLE 6 – Guarantees

6.1 SUPPLIER's guarantees

The SUPPLIER's additional commercial guarantees are applicable to the Contract without prejudice to this article.

All guarantees incumbent on the SUPPLIER are implemented forthwith and at no cost to 3M.

6.1.1 General guarantees

The SUPPLIER agrees as an obligation of result to provide Services and Deliverables which are in conformity with the Contract.

The SUPPLIER shall thus implement its entire know-how, skill and means, both human and material, necessary for completing the Services in such a way as to fully satisfy the needs expressed by 3M.

The SUPPLIER will ensure that it is perfectly dimensioned to meet the requirements of the Contract, particularly the volume of Orders, within the limit of the ceilings possibly fixed in the Specific Conditions.

The SUPPLIER declares that the Services and Deliverables, as provided by 3M:

- are compliant with the current laws, regulations and norms;
- are of a high quality with regard to the current professional uses on the date of supply;
- are available and freely usable within the scope of the Contract.

To this end, the SUPPLIER agrees in particular to conclude alone and under its entire responsibility all agreements for the supply of Deliverables and Services in application of the Contract.

With regard to the Deliverables and Services, 3M benefits from all applicable legal, mandatory and supplementary guarantees.

In particular, the SUPPLIER will be personally responsible for all claims coming from third parties relative to the Deliverables and Services that it provides

within the scope of the Contract, and it will take action against all legal or de facto evictions by a third party with regard to the Orders.

In the event one or more Deliverables can no longer be used due to a claim by a third party (e.g., claim of ownership), and this without prejudice to all possibilities on the part of 3M, the SUPPLIER agrees, according to 3M's choice, (i) to obtain at its expense the right for 3M to use the Deliverable concerned pursuant to the conditions of the Contract, or (ii) to provide 3M with a perfectly equivalent Deliverable, it being specified that all expenses relative to this substitution will be borne exclusively by the SUPPLIER.

6.1.2 Quality and deadlines

In order to guarantee the quality of the Services, the SUPPLIER declares, *inter alia*, that its installations are and will continue to be governed by rules that are no less constraining than the ISO 9001 norm, and this throughout the term of the Contract.

The SUPPLIER agrees to inform 3M within forty-eight (48) hours following any problem encountered that might have an effect on the reputation, quality and/or supply times of the Services and Deliverables.

Without prejudice to application of the Contract, the SUPPLIER agrees to set up as quickly as possible a solution for resolving the problem which is in keeping with the Contract. If this solution is not set up in such a way as to avoid any failure to honour commitments, the SUPPLIER, at 3M's first demand and without prejudice to its responsibility with regard to the Contract, shall bear all costs relative to a workaround solution set up by 3M.

The SUPPLIER agrees to set up a system for traceability and control of the quality of the elements it uses (e.g., packing) and to keep all information making it possible to trace the Services and Deliverables.

It shall forward this information to 3M at 3M's first demand.

6.1.3 Failure to honour commitments and compensation

The SUPPLIER shall cover 3M, at first demand, against all consequences of a

failure to honour its commitments under the terms of the Contract, and it shall compensate all prejudices, losses, orders to pay and expenses including legal fees and procedural costs relating to such failure to honour commitments.

Also passed on to the SUPPLIER and payable by it without delay on presentation of first bill are all penalties possibly applied by a 3M Client with regard to non-conformity of Deliverables as well as delays in Services.

6.1.4 Insurance

The SUPPLIER warrants that it benefits, within the scope of the Contract and at a minimum for its term, from an insurance policy taken out with an insurance company known to be solvent covering all risks pertaining to its activity under the terms of the Contract without exclusion of risks and/or of cause with regard to both 3M and third parties.

The SUPPLIER agrees to provide proof of this insurance within a maximum of eight (8) days following any request from 3M by presenting a certificate from the insurance company stating that the premiums on the policy are paid regularly.

6.2 Control and audit

At 3M's first request, the SUPPLIER agrees to provide forthwith the Declaration of Conformity following the specimen provided by 3M.

At 3M's first demand, the SUPPLIER shall provide 3M with any document making it possible to attest to its conformity with regard to the Contract. Where necessary, it shall provide for visits to its premises by 3M.

It is specified that 3M can cause audits to be proceeded with by any independent third party of its choice. This right will remain open for a period of six (6) months following its extinction for whatever reason.

The audit can bear on the following items in particular:

- the Quality Management System;
- traceability, the procedure for recording and control of the Services;
- follow-up on Services and Deliverables;
- SUPPLIER's dimensioning;
- training of the SUPPLIER's personnel;

- observance of the contractual norms and commitments by the SUPPLIER.

It is understood that these audits will be subject to notification by 3M no less than forty-eight (48) hours prior to their taking place, and they will proceed in such a way as to minimise disturbances to the SUPPLIER as much as possible.

The audit will result in drawing up an audit report that will be authentic between the Parties.

It is understood that all auditing expenses will be borne by 3M. However, if the audit reveals non-performance or poor performance of the Contract by the SUPPLIER, all auditing expenses will then be borne by the SUPPLIER.

ARTICLE 7 – Property

Article 7.1 Intellectual property

7.1.1 General principles

The SUPPLIER acknowledges that under the terms of this Contract, it benefits from no license or transfer of intellectual property rights on the elements implemented by 3M within the scope of the Contract.

To the contrary, the SUPPLIER remains the sole holder of the rights with regard to its intellectual property.

7.1.2 Transfers of rights and intellectual property

If an Order were to include a transfer of intellectual property rights bearing on certain Deliverables, it is understood that the transfer granted will include transfer of the following:

The right to reproduce the Deliverables or to cause them to be reproduced by third parties, without limitation of number, and this on any media and by any process, current or future, known or unknown at this time, notably electronic, print, magnetic, digital, computer or undulatory media.

The right to translate the Deliverables or to cause them to be translated into any existing language or future language, known or unknown at this time, notably all computer languages.

The right to use the Deliverables in order to realise all composite, derived or adapted works, and this on any media and by any process, current or future, known or unknown at this time, notably electronic, print, magnetic, digital, computer or undulatory media; this operation can occur notably through change of format, juxtaposition or recombination of Deliverables among them or with any other works.

The right to exploit the Deliverables or to cause them to be exploited by any third parties, free of charge or for valuable consideration, and this in any manner and in any form whatsoever (through transfer or license), on any media and by any process, current or future, known or unknown at this time, notably electronic, print, magnetic, digital, computer or undulatory media.

The right to represent the Deliverables or to cause them to be represented by any third parties without limitation to the number of broadcasts, and this at any place accessible by the public, using any process and format, current or future, known or unknown at this time, with wire or wireless, notably electronic, print, magnetic, digital, computer or undulatory media.

This transfer will be valid for the territory of the entire world and throughout the duration of protection of the copyrights. It will be valid for all activities (industrial, commercial, informational, promotional or other).

In particular, it will include all possibilities for 3M and/or the third parties of its choice to file for property rights.

This transfer will be understood as exclusive, it being specified that any use of the Deliverables by the SUPPLIER itself will be prohibited unless otherwise consented by 3M in writing beforehand.

Article 7.2 Elements provided by 3M

If 3M sends the SUPPLIER elements (materials, files, graphic elements, documentation, products, etc.) within the scope of the Contract, it is formally agreed that ownership of said elements will remain exclusively in the hands of 3M.

The transfer of risks from 3M to the SUPPLIER with regard to these elements

will occur on the date of their first presentation at the place of delivery communicated by the SUPPLIER, which will be liable for their perfect conservation.

Unless otherwise formally authorised in writing by 3M beforehand, the SUPPLIER agrees to do the following:

- To use these elements strictly for the purpose of performing the Services.
- To return these elements after the Services have been realised at 3M's first demand or no later than on the date of the end of Contract.
- Not to transmit or disclose to a third party all or part of these elements which are formally covered by the stipulations bearing on confidentiality.

All elements transmitted to the SUPPLIER must be inventoried on an annual basis at minimum and kept by it in observance of the Contract.

All elements coming from 3M and subject to storage must be clearly individualised (dedicated batch) and managed in application of the Contract. Each batch must bear the following, words written clearly and visibly: '3M – unseizable material'.

ARTICLE 8 – Confidentiality

The term 'Confidential Information' includes all information of all kinds bearing in particular on technical, industrial, commercial or organisational information relative to a Party together with the Contract and its financial provision and Data as well as all exchanges between the Parties in connection with the Contract regardless of whether this information has been communicated verbally, in writing or during visits to the establishments of the other Party.

The SUPPLIER agrees:

- 1) To keep this Confidential Information strictly confidential and not disclose it to third parties unless otherwise consented to in writing by 3M beforehand.
- 2) Not to use this Confidential Information for purposes other than to perform the Contract; to allow it to be used only by

persons necessarily requiring access thereto for these purposes.

3) To ensure protection of the Confidential Information transmitted subject to the same conditions as though confidential data bearing on its own affairs were concerned.

It is understood that these obligations will remain applicable throughout the term of the Contract and for ten (10) years following extinction thereof whatever the cause.

This article is applicable without prejudice to the following possibilities of disclosure:

- Disclosure of Confidential Information by virtue of a legal obligation in strict observance of this obligation;
- Disclosure of Confidential Information by virtue of an injunction from the administrative or judicial authorities or within the scope of legal proceedings within the strict limit of the necessities of disclosure and subject to informing 3M thereof in advance so as to enable it to protect its rights.

The SUPPLIER undertakes to ensure that all persons under its control entering the 3M production/storage or distribution premises or those of its Affiliated Companies and/or Clients (i) are bound by an agreement to strict confidentiality or, (ii) if a specimen is included in the Specific Conditions, that said persons ratify this specimen.

ARTICLE 9 – Termination and end of Contract

For all useful purposes, it is pointed out termination will occur without prejudice to the possibility for the injured Party to sue for damages and to take all legal action.

9.1 Termination

9.1.1 Termination due to failure to honour obligations

Without prejudice to the other cases of termination provided for in the Contract, and in the event of failure by one of the Parties to honour all or part of its obligations, the other Party will be entitled to terminate the Contract *ipso jure* and without delay by sending a Recorded Delivery Letter if, fifteen (15) days after sending a formal notice by recorded

delivery letter to make good on the failure to honour obligations, this formal notice remains without reply (understood as complete regularisation).

9.1.2 Specific cases

Without prejudice to the other cases of termination provided for in the Contract, termination can be enacted by 3M on first written notification in the following various cases:

- disappearance of the *intuitu personae* defined in the Contract;
- opening of proceedings for judicial liquidation.

9.2 Principles of end of Contract

On gaining knowledge of the upcoming end of the Contract, for whatever reason, the SUPPLIER agrees, by virtue of an obligation of result, to transmit to 3M all information enabling it to manage the transitional phase and Deliverables provided by the SUPPLIER within the scope of the Contract.

Communicated within the scope of a general obligation of reversibility are the following:

- A reminder on applicable guarantees.
- Files summarising the characteristics of the Deliverables and Services provided.
- A general statement on Services (underway, realised, etc.).

It is specified that Orders placed before the end of the Contract, even if they are to be executed totally or partially thereafter, remain fully valid and must be executed in performance of the Contract.

This article applies without prejudice to other operations that are possibly provided for in the Specific Conditions

ARTICLE 10 – Force majeure

In case of *force majeure*, then in application of the law and of case law of the Court of Cassation, each Party's obligations will be suspended.

The Party invoking the impossibility of performance resulting from a case of *force majeure* shall do as follows:

- inform the other Party, on occurrence of the case of *force majeure*, of the nature, departure point and estimated duration of the event as well as of the extent of its impediment with regard to the event;
- confirm the notice thus given within forty-eight (48) hours in writing;
- take all reasonable measures as quickly as possible in view of remedying this situation, and in any event limiting the effects thereof.

If the case of *force majeure* persists for more than one (1) month and if the Party that invokes it has been unable to set up a substitute solution, the Parties shall meet in order to decide on the conditions under which to pursue their contractual relations. Absent a satisfactory solution for both Parties, the most diligent Party can, without this being considered a failure to honour its commitments and/or generating a right or compensation of any kind, terminate the Contract by sending the other Party a recorded delivery letter. Termination will be effective on the date of first presentation of this letter.

ARTICLE 11 – Personal data

The Parties agree to comply with the prescriptions of the law 'Informatique et Libertés' [Computing and Civil Liberties Law] of 6 January 1978, amended by the law of 6 August 2004, and with those of the legislation relative to the protection of personal data in general.

The SUPPLIER thus agrees in particular to make no use other than the use strictly necessary for performance of the Contract, of the Data collected within the scope of the Contract and to proceed with all formalities before the [French] National Commission for Data Protection and Civil Liberties (CNIL) required for performance of the Services.

The SUPPLIER agrees to cover 3M, at first demand, against all consequences of poor performance or of non-performance of all or part of this article.

ARTICLE 12 – Transfer and subcontracting

12.1 Transfer

The Contract is signed by 3M *intuitu personae* with regard to the personality of the directors and to the distribution of the SUPPLIER's share capital.

Without formal written consent from 3M beforehand, the SUPPLIER shall not transfer, contribute or convey in any form whatsoever all or part of the Contract, notably and without this list being restrictive, through merger, demerger, partial business transfer, management lease.

The SUPPLIER agrees to declare forthwith any information that might result either in calling the *intuitus personae* into question or in transfer. Also to be declared are:

- opening of receivership proceedings against the SUPPLIER;
- change in the SUPPLIER's capital or distribution of capital;
- change of the SUPPLIER's manager.

3M will be entitled to transfer this Contract, in full or in part, by notification.

12.2 Subcontracting

Without formal written consent from 3M beforehand, the SUPPLIER is prohibited from subcontracting all or part of the Services incumbent on it.

If such consent is granted by 3M, the SUPPLIER remains nonetheless fully responsible for the Services carried out within the scope of the Contract, and it agrees to pass on to its subcontractor (including its suppliers) the obligations stipulated in the terms of this Contract.

The SUPPLIER shall further ensure portability of the guarantees offered by its subcontractors and suppliers in favour of both 3M and the Affiliated Companies and Clients concerned by the Order.

ARTICLE 13 – Miscellaneous stipulations

Full agreement: This Contract represents the full agreement of the understanding between the Parties with regard to its purpose, and it replaces all declarations, negotiations, commitments, oral or written communications, prior acceptances and agreements between the Parties bearing on the same purpose.

Hierarchy of documents: In case of a possible contradiction between several contractual documents, the decreasing hierarchy of documents shall be applicable as follows:

- Specific Conditions (including any Orders);
- General Conditions.

Any derogation from the General Conditions and/or Specific Conditions in an Order form must be expressly mentioned and validated by a person authorised by the Parties in order for it to be valid.

Modification: Unless otherwise stipulated providing expressly for this possibility, the Contract can be modified only by an amendment signed by the qualified representatives of both Parties.

Agreement on proof : Within the scope of the Contract, the files, data, messages and computerised registers kept in the computer systems of each Party will be accepted as proof of the communications and exchanges that have taken place between the Parties to the extent that the Party from which they have emanated can be identified and the communications can be established and kept under conditions reasonably allowing for belief in their integrity. 3M's computerised data will serve as proof between the Parties unless otherwise demonstrated.

Nullity/Renunciation: If one of the stipulations of the Contract were to be null and void or to be invalidated, it will be deemed unwritten without entailing nullity or invalidation of the Contract in full. In such a case, the Parties shall meet in order to draw up a licit substitute clause reflecting, to the extent possible, the will of the Parties on the date of signature of the annulled or invalidated stipulation.

No renunciation, inaction, abstention or omission and no delay by one or the other of the Parties in asserting any one of its rights by virtue of its rights under the terms of the Contract can entail renunciation for the future to assert its rights. Any renunciation will be opposable only if it is expressed in writing.

Independence of the Parties: The Parties agree to the fact that the personnel in charge of realising the various obligations listed in the Contract is under the exclusive responsibility of the Party on whom this

obligation is incumbent, and in any event it remains completely autonomous with regard to the personnel of the other Party. Thus, solely the Party on whom the obligation is incumbent will be answerable for the dealings of its personnel, and it alone will bear the consequences of any failure to meet obligations or any irregularity concerning them.

In any event, each of the Parties remains fully independent and autonomous with regard to the other Party. Consequently, and as a general rule, each of the Parties warrants that it is in possession of all required legal and administrative authorisations and that it has proceeded with all prior declarations necessary for both licit exercise of its activity and smooth conclusion and performance of the Contract.

In application of the provisions of article L. 8222-1 and the following and of article R. 8222-1 and the following of the Labour Code bearing on measures to combat non-declared work, the SUPPLIER agrees to remit the following documents to 3M on the date of signature of the Contract and then every six (6) months:

- certification that the social declarations issued by the Social Security organisation in charge of collecting the social contributions incumbent on the SUPPLIER and dating from less than six (6) months has been provided;
- an affidavit by the SUPPLIER certifying that all mandatory fiscal declarations have been filed with the tax authorities on the date of the affidavit;
- an extract from its registration on the Trade and Companies Register;
- an affidavit drawn up by the SUPPLIER on the date of signature of the contract certifying that the work has been realised by employees who are lawfully employed under the terms of articles L 1221-10, L 3243-1, L 3243-2, L 3243-3 and R 3243-3 of the Labour Code.

Each Party warrants that it is fully authorised to conclude the Contract. Moreover, each Party declares that it is not currently involved in or the subject of any collective proceedings.

For all useful purposes, it is understood that the Parties do not wish for the Contract to be interpreted as constituting a company in law or in fact. Moreover, the Parties agree that they do not wish to conclude, under the terms of the Contract,

any commercial agent contract or any mutual interest mandate.

Communication: Any public communication bearing on the Contract is governed by the stipulations herein relative to confidentiality and observance of the intellectual property belonging to each Party.

Any proposed communication with the public must be subject to prior formal written consent between the Parties.

Election of address for service/Contract: The Parties elect address for service at their registered office as given in the Contract.

The authorised Contacts of the Parties for all communication are defined in the Specific Conditions.

Change of Contacts (holders, contact data) can occur on first written notification by any means.

ARTICLE 14 – Dispute and governing law

In case of dispute, the Parties can choose to meet prior to any court action in order to negotiate an amicable solution to the dispute in good faith. These negotiations can be conducted between internal mediators of the company or by any other person specially authorised by the Party it represents.

Moreover, the Parties can choose, by mutual consent, to refer the matter to any external mediating body, the costs pertaining thereto then being borne equally between the claimant Parties.

ANY DISPUTE NOT REGULATED AMICABLY SHALL BE REFERRED TO THE COURTS OF PONTOISE BY THE MOST DILIGENT PARTY, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, URGENT PROCEEDINGS OR PRECAUTIONARY PROCEEDINGS.

THE LAW GOVERNING THE CONTRACT IS FRENCH LAW (TO THE EXPRESS EXCLUSION OF THE VIENNA CONVENTION OF 11 APRIL 1980 BEARING ON THE INTERNATIONAL SALE OF MERCHANDISE) AS CONCERNS BOTH ITS VALIDITY AND PERFORMANCE AS WELL AS ITS INTERPRETATION.