

1 - General information

1.1 - Scope

These general terms of sales hereinafter "GTS" relate to the activities of Supplies and/or Boiler, Sheet Metal Manufacturing and Industrial Piping work and secondary, related and associated activities for all their applications, including specific ones such as nuclear applications. They shall govern pre-contractual and contractual relations between the customer company, hereinafter the "Customer" and the supplier company, hereinafter the "CEPHI".

1.2 - Terms of application

All orders imply that the CEPHI's offer and these GTS have been accepted. Any waiver thereof shall be covered by a prior written agreement by CEPHI.

In accordance with Article L441-1 of the French Commercial Code, these terms form the "exclusive conditions applicable to commercial negotiations". These terms prevail over any other general, purchasing or performance terms established by the Customer. These terms apply to all of the CEPHI's business and form the legal basis for all contracts, unless specific terms are negotiated with adequate consideration, and with express prior agreement.

Should the Customer enforce or attempt to enforce all or part of its terms without prior negotiations, agreement and consideration, this may be considered as a "significant imbalance in the rights and obligations of the parties" in accordance with Article L442-1 of the French Commercial Code and Article 1171 of the French Civil Code.

In the event of the cancellation of a term of the contract or of these GTS further to a court or administrative decision, the validity of other terms of the contract shall not be affected.

Should one of the parties fail to assert or require the implementation of a right provided for in these GTS, such fact shall not be construed as an amendment of the contract or as a waiver even implied of the right to assert said right in the future or to require the implementation thereof.

Amendments and waivers of these GTS shall be applicable only for the order in question and the customer may not assert same for other orders.

1.3 - Legal classification

These GTS shall be governed by the law of the company's contract and, where applicable, by the law of the subcontractor's contract when they apply to Supplies and/or Work based on terms of reference. They shall be governed by the law of the sale when they apply to the Supply of catalogue or standard products.

1.4 - Undertakings

The Customer shall be deemed to be validly committed by acts carried out by the members of its staff, its agents or representatives and by the documents that they issue or sign. CEPHI shall not be required to check that they have been granted powers to make or sign undertakings.

2 - Contractual documents

The following documents form an integral part of the contract by decreasing order of priority :

- The order that has been formally accepted, in particular, by acknowledgement of receipt or confirmation of order and the special terms agreed by both parties
- The CEPHI's technical and commercial offers
- These GTS
- The CEPHI's documents that complete these GTS
- The delivery slip
- The invoice.

The following documents are not part of the contract: documents, catalogues, advertising, prices not mentioned expressly in the special terms.

3 - Orders

3.1 - Preamble

Offers are based on the economic and industrial conditions in existence when they are made. An offer shall be deemed to be firm only if it mentions a term of validity. Unless specifically indicated otherwise, the offer is valid for one month, and this period is considered as the set period defined in Article 1117 of the French Civil Code.

3.2 - Order placing

The contract shall be formed only subject to the CEPHI's express and written acceptance of the order.
The CEPHI's acceptance of the order implies that the Customer has accepted the CEPHI's offer.

3.3 - Amendment

Any amendment of the order or contract requested by the Customer is conditional upon the CEPHI's express and prior acceptance thereof.

3.4 - Cancellation

The order expresses the Customer's irrevocable consent. Thus, it may not cancel the order unless with the CEPHI's express and prior agreement. In this case, the Customer shall compensate CEPHI for all of the direct and indirect consequences as a result thereof and in particular the costs incurred for specific equipment, survey costs, labour and supply expenses, tooling. In any event, payments already paid shall inure to CEPHI.

4 - Definition of Supplies, Work and supplements

4.1 - Extent

The Supplies and/or the extent of the Work are/is defined in the CEPHI's technical and commercial offer and in particular in the estimate. The estimate is based on data, specifications and drawings that the Customer or its agent or representative provided for the quotation and shall be deemed to be exact, considering its professional status.

Any mistake, omission, lack of precision or subsequent amendment to said data and documents insofar as they may have an impact on the terms of the initial estimate shall entitle CEPHI to re-adjust the terms, in particular, the price terms and deadlines. The Customer undertakes to inform CEPHI of any fact that is liable to have an impact on the performance time and on costs as soon as such fact occurs.

4.2 - Terms of Additional Supplies and/or Work

CEPHI may suspend the performance of any request for Additional Supplies and/or Work if such request is not covered by a specific order in writing from the Customer as per the terms previously negotiated with CEPHI.

CEPHI may invoice said Additional Supplies and/or Work on the same terms as the base contract.

5 - Features and status of the Supplies and/or Work ordered

5.1 - Design and purpose

The Supplies and/or Work that CEPHI has expressly declared to be in compliance shall be deemed to be in compliance with the technical regulations that apply thereto and with the technical standards. The Customer shall be responsible for using same in accordance with the terms of use provided for in the terms of reference and in accordance with current environmental and safety law on the operating site and the accepted rules of the trade.

The Customer shall be exclusively responsible for the use and possible resale of Supplies and/or Work. It shall be responsible for complying with any regulations relating to said operations.

The Customer shall be responsible for drawing up terms of reference for its technical need and, if need be, for ensuring that the product is suited to the envisaged use.

5.2 - Packaging

CEPHI shall not take back non-returnable packaging. Packaging shall be in compliance with applicable environmental regulations as per the destination of the Supplies and/or Work. The Customer undertakes to dispose of packaging in accordance with local environmental law.

5.3 - Passing on of information on Supplies and/or Work

The Customer undertakes to pass on useful information on use of the Supplies and/or Work to any end customer. CEPHI shall be responsible for the traceability thereof up to the date of delivery or performance.

6 - On site terms of service

6.1 - Access and equipment

In the absence of a special agreement, the Customer shall allow CEPHI and its delegates under the contract to have free and safe access to the facilities and free use of consumables and amenities available in the facilities, in particular, lighting, electricity, compressed air, locked locker rooms, locked tool storage areas.

In the event the Customer provides additional equipment, such a handling and hoisting equipment, the Customer shall bear the costs thereof and it shall be responsible for compliance with regulations.

6.2 - Safety

The Customer shall provide CEPHI in writing with detailed information on safety regulations and any other regulations that must be complied with for performance of the Work or Supplies.

In accordance with the regulations, the Customer shall be responsible for site safety. In particular, it shall ensure that safety regulations are complied with in the event outside service providers are involved in work and draw up a prevention plan, in particular. It shall also ensure that outside service providers comply with its internal procedures.

The Customer shall carry out, at its expense, all work needed to ensure the safety of facilities and of service providers and to bring such facilities into compliance with the regulations applicable on the effective date of the contract or which take effect while the contract is in force.

The Customer shall not have any authority over the staff of CEPHI or its subcontractors.

7 - Intellectual property and confidentiality

7.1 - Intellectual property and know-how

Notwithstanding any clause to the contrary, CEPHI shall not grant the Customer any proprietary right, any licence to use patents, processes, operating methods, methods, know-how or software that CEPHI uses for the purposes of performing the contract.

Any transfer of intellectual property rights or know-how must be covered by a special contract with CEPHI. CEPHI shall retain sole ownership and possession of its know-how and results on its own research and development Work.

7.2 - Confidentiality clause

The parties mutually undertake to abide by a general duty of confidentiality relating to information (documents on any media whatsoever, discussion reports, drawings, exchange of computerised data, etc.) exchanged for the purpose of preparing and performing the contract.

However, the duty of confidentiality shall not relate to:

- Information that has passed into the public domain
- Information that is already known legally by the contractual partner prior to execution of the contract
- Information that CEPHI has granted prior written permission to disclose.

Said terms shall not preclude the CEPHI's right to use its own know-how and technology developed at the time of the contract, failing a special agreement between the parties.

7.3 - Drawings, surveys, descriptions

All drawings, descriptions, technical documents or estimates given to the Customer are communicated as a loan for use, the purpose of which is to assess and discuss the CEPHI's commercial offer or perform the contract. The Customer shall not use same for other purposes. CEPHI shall retain all industrial and intellectual property rights to the documents lent. Said documents must be returned to CEPHI at its first request.

In the event of any breach of this obligation, the Customer shall pay CEPHI a penalty equal to 10 % of the agreed price or, failing an agreed price, the price determined in the CEPHI's offer.

7.4 - Warranty clause in the event of infringement

The Customer warrants that at the time of executing the contract the contents of drawings and the terms of reference and the terms of implementation do not use the intellectual property rights or know-how held by a third party. It warrants that it has free disposal thereof without breach of a contractual or legal obligation.

The Customer shall hold CEPHI harmless against the direct or indirect consequences of a legal liability suit or criminal liability suit in this regard and in particular against an infringement or unfair competition suit.

8 - Delivery, transport, control and acceptance

8.1 - Delivery Time

Delivery or performance time shall begin as from the latest of the following dates:

- Date of receipt of the order
- Date of acceptance of all materials, machinery, equipment, tooling, drawings or implementation details to be provided by the Customer
- Date of performance of all prior contractual or legal obligations to be fulfilled by the Customer, in particular, the provision of data, specifications and drawings mentioned in clause 4.1 at the proper date and the provision of all documentation needed to duly fulfil the order.

The agreed time and its nature (availability, delivery, acceptance time, etc.) is an essential obligation that must be specified in the contract. The times stipulated may be reconsidered if events beyond the CEPHI's control occur: a force majeure event as defined in 9.2, act by a third party or the Customer.

Delays in delivery may give rise, where applicable, to penalties in accordance with the terms defined in clause 11.3.

8.2 - Terms of delivery of Supplies

Unless otherwise agreed, the Supplies shall be deemed to be delivered in the CEPHI's workshops. Risks shall be transferred to the Customer as from delivery, without prejudice to the CEPHI's right to claim the benefit of the retention of title clause in accordance with the conditions defined in clause 10.6 or to use its right of retention.

Delivery shall be made:

- By notice of availability
- Or if the contract so provides, by delivery to a third party or a carrier named by the Customer
- Or if the contract so provides, by the delivery in the Customer's plants or warehouses or in a place agreed with it.

In the event the Customer organises the transport and pays the cost thereof, the Customer shall bear all of the financial consequences of a direct action by the carrier against CEPHI.

In the event the Customer fails to take delivery, the Customer shall bear all costs and risks of storing the Supplies, without there being need to send it formal notice to this effect. The date of payment initially provided for cannot, however, be deferred.

8.3 - Terms of performance and delivery of the Work

In the event of on-site Work, risks shall be transferred to the Customer as work progresses.

Joint acceptance operations shall be carried out in relation to the Work and the Customer's acceptance of the work shall be formalised in an acceptance report.

In the absence of a joint acceptance report, the acceptance shall be deemed to have taken place in one or other of the following cases:

- CEPHI has fulfilled its main contractual obligations, even if there are minor reservations
- The Customer has taken possession and/or used all or part of the facilities covered by the Work.

In the event of Work in the CEPHI's workshops, delivery shall be deemed to have been made in accordance with the terms applicable to Supplies in clause 8.2.

In the event the Customer fails to take delivery, and without there being need to serve it formal notice, the Customer shall bear all costs and risks of conserving the Supplies and/or Work. The date of payment initially provided for cannot, however, be deferred.

8.4 - Transport, customs, insurance

Unless otherwise agreed, the Customer shall be responsible at its expense and risks for all transport, insurance, customs, handling and delivery to place of installation. The Customer shall be responsible, even if the shipment was made carriage paid, for checking shipments upon arrival and exercising, if need be, its claims against carriers within 3 days by registered letter with acknowledgement of receipt, in accordance with Article L 133-3 of the French Commercial Code and for informing CEPHI thereof within the same deadline.

8.5 - Control of Supplies and/or Work

Upon delivery, the Customer must, at its expense and under its responsibility, check or have the Supplies and/or Work checked for compliance with the terms of the order.

8.6 - Deferment, delay or interruption by the Customer

If, for reasons not attributable to CEPHI, the fulfilment of the CEPHI's obligations is deferred, delayed or interrupted, CEPHI shall be compensated for costs incurred and for all extra costs incurred by the programme to speed up or catch up on the delay. In any event, CEPHI may not be held liable for this deferment, delay or interruption.

9 - Unforeseen circumstances and force majeure clause

9.1 - Unforeseen circumstances

In the event of an event beyond the control of the parties occurs that calls the equilibrium of the contract into question such that the fulfilment of one of the parties' obligations is prejudicial to one of the parties, the parties agree to negotiate in good faith an amendment to the contract in order to restore the initially agreed contractual equilibrium. The following events, in particular, are provided for: substantial increase of changes in the price of raw materials, change in customs' duties or taxes, changes in the foreign exchange rate, change in laws.

If negotiations fail or are refused, the parties may agree to terminate the contract, on the date and according to the agreed terms, or request, by common accord, that a court adapt the contract.

Should no agreement be reached within a reasonable period, the judge may, at the request of either party, revise or terminate the contract, on the date and according to a court's terms, in accordance with Article 1195 of the French Civil Code. Consequently, CEPHI hereby declares, in advance, that it refuses the risk of any such changes in circumstances. No firm price clause or other provision can be considered as the acceptance of such a risk

9.2 - Force majeure

None of the parties to this contract may be held liable for its delay or its failure to fulfil one of its obligations under the contract if said delay or said failure is attributable to the direct or indirect effect of a force majeure event.

A force majeure event is considered as any event outside of the control of a party, which cannot reasonably be forecast at the conclusion of the contract and for which the effects cannot be avoided using suitable actions, and prevent the performance of the obligation. Either party will immediately inform the other party of a force majeure event of which it is aware and which, in their opinion, is likely to affect the performance of the contract.

Should the performance of the obligation be temporarily impossible, it will be suspended unless the final delays provide grounds to terminate the contract. If the event lasts for more than one month, the parties must coordinate at the earliest opportunity and consider changes to the contract in good faith.

If obligations can definitively not be performed, the contract will be terminated, ipso jure, according to the terms of Articles 1351 and 1351-1 of the French Civil Code, if considered appropriate by the party affected by the non-performance.

This following list is not exhaustive, however it is expressly agreed that the following events are considered as force majeure:

- The occurrence of a natural disaster
- Earthquake, storm, fire, flood, etc
- Conflict, war, attack, vandalism
- Total or partial strike at suppliers or subcontractors, service providers, carriers, postal services, public services, etc
- Binding order by public authorities (ban on importing, embargo, etc.)
- Operating accidents, machine breakdown, explosion, etc.

Each party shall immediately inform the other party of the occurrence of a force majeure event, of which it has knowledge and which, in its opinion, is liable to affect the performance of the contract. If the duration of the impediment is liable to significantly affect the performance of the contract, the parties shall hold talks for the purpose of deciding on appropriate measures.

10 - Price and payment

Unless otherwise agreed, prices shall be drawn up in euros, excluding tax and duties and payments shall be made in euro. Prices are only valid for the duration of the contract except in the case of unforeseen circumstances (clause 9.1).

Unless otherwise agreed, down payments shall be made for each order with the order and down payments shall be made to cover costs advanced by CEPHI.

In the event the invoice is contested in part, the Customer may not defer payment of the non-contested part of the invoice or payment of other invoices at due dates.

The payment of the CEPHI's invoices, in its capacity as subcontractor, may not under any circumstances be dependent on the Customer first receiving payment for its own work statements from the owner or its own customer.

10.1 - Terms of payment

In accordance with Act No. 2008-776 (LME) of 4 August 2008 (article L441-10 of French Commercial Code) the term, agreed by the parties, concerning the payment of the amount due cannot exceed 60 days from the date of issue of the invoice or 45 days from the end of the month following the date of issue of the invoice with the agreement of the parties, expressly stipulated in a contract. This law is a law of public order and cannot be derogated from.

In accordance with Act No. 2008-776 of 4 August 2008 (article L441-16 of Trade Code), the fine incurred is €75,000 for a natural person and €2,000,000 for a legal person for non-compliance with this maximum payment period.

The Customer may not call contractually agreed dates of payment into question at the later date, under any pretext whatsoever, including in the event of a dispute. It must be reminded that a deposit is paid cash without any payment condition.

Early payments shall be made without discount, unless there is a special agreement.

10.2 - Delay in payment

According to Article L441-10 of the French Commercial Code, as amended by the Act N2012-387 dated March 22, 2012, transposing the Directive 2011/7/EU, any delayed payment makes automatically applicable, from the first day after the payment date mentioned on the invoice:

- Late payment penalties to be determined by application of the refinancing rate of the European Central Bank, increased by 10 points.
- A fixed compensation of 40 Euros for the recovery costs by the application of a provision of the Article D441-5 of the French Commercial Code.

According to the aforementioned Article L441-10, when the recovery costs exceed this fixed compensation, CEPHI is also entitled to obtain a justified additional compensation.

In addition to these penalties and indemnities, any default in payment of a due date shall entail, if CEPHI sees fit, the payment of all the sums due.

The fact that CEPHI avails itself of one and/or the other of these provisions shall not deprive it of the right to implement the retention of title clause stipulated in clause 10.6.

10.3 - Changes in the Customer's situation

In the event of the worsening of the Customer's financial situation, whether or not confirmed by non-payment, and which is such importance that the fulfillment of its contractual obligations could be affected, the Supplies shall be delivered and/or Work shall be continued only after the balance of the order has been paid.

In the event of a delay in payment, sale, transfer, pledging or transfer of the Customer's business or a substantial part of its assets or its equipment to a company, CEPHI reserves the right, without formal notice:

- To declare an event of default and in consequence call for the immediate payment of amounts still owed in any respect whatsoever

- To suspend all shipments, works or other contractual undertakings
- To exercise a right of retention to the Supplies ordered, related Supplies and technical documentation
- Firstly, to record the termination of all contracts in progress and secondly, to exercise a right of retention to tooling and parts in its possession until any damage to compensate the loss sustained by CEPHI has been set.

10.4 - Set-off of payments

The Customer shall refrain from any illegal practice of automatic debit or credit note, from invoicing CEPHI for any amount that it has not expressly acknowledged liability for. The Customer shall refrain from setting off receivables without the CEPHI's prior and express consent.

Any automatic debit shall constitute an unpaid amount and the terms of clause 10.2 relating to delay in payment shall be applied.

10.5 - Statutory guarantee of payment in the event of a subcontracting contract

When the contract entered into is part of a chain of contract, the Customer must comply with the provisions of Act No. 75-1334 of 31 December 1975 and in particular:

- Must ensure that its own principal accepts CEPHI and approves its terms of payment
- Comply with the obligations provided for under said Act in relation to the provision of a guarantee or delegation of payment.

The Customer undertakes, if the principal is not the end customer, to require that the latter comply with provisions provided for under the Act of 1975.

In accordance with Section 3 of the 1975 Act, failing presentation or approval, the Customer shall be unable to invoke the subcontracting contract against CEPHI. This impossibility applies, in particular, to any implications relating to the any non-compliance with the terms of reference. However, in accordance with said Section, the Customer shall be bound to fulfil its contractual obligations with regard to the subcontractor.

Under these standard terms, the 1975 Act is deemed to be an "international public policy" act that is applicable via the Customer to foreign end customers.

10.6 - Retention of title

CEPHI shall retain sole title to the Supplies and/or Work covered by the contract until the entire price (principal and incidental costs) has actually been paid. The Supplies and/or Work may be claimed back in the event of the non-payment of any one of the bills. Nevertheless, as from the delivery of the Supplies and/or as the Work progresses, the Customer shall assume responsibility for damage that it may sustain or cause.

CEPHI reserves the right to claim back the Supplies and/or Work from third parties to whom it has had them delivered.

11 - Liability

11.1 - Definition of the Supplier's liability

The CEPHI's liability shall be strictly limited, on the one hand, to compliance with the Customer's specifications set forth in the terms of reference and, on the other hand, with accepted standards of trade practices.

In fact, the Customer, acting as the "principal" is capable, on account of its professional expertise in its speciality, in relation to the industrial means of production at its disposal, to precisely define the Supplies and/or Work in relation to its own industrial needs or to those of its customers.

CEPHI cannot be held liable for components integrated in the equipment by the Customer, and for the integration of the equipment as a whole.

As the boiler supplies and services are subject to the status of the contractor's agreement, Articles 1641 and subsequent of the French Civil Code on the guarantee against hidden defects do not apply. CEPHI hereby refuses, in advance, to apply the convention for this status.

11.2 - Limits of the Supplier's liability

- The CEPHI's liability shall be excluded:
- For damage caused by materials provided or recommended by the Customer
 - For damage caused by a design made by the Customer, even in part
 - For damage caused in whole or in part by the normal obsolescence of the Supplies and/or Work, deterioration or accidents attributable to the Customer or a third party
 - In the event of the abnormal or unusual use or use at variance with the terms of reference, accepted standards of trade practices or the CEPHI's recommendations or if the Customer cannot prove compliant use
 - For damage caused by faults committed by the Customer or third party in connection with the performance of the contract
 - For damage caused by the Customer's technical documents, information or data provided by the Customer or imposed by the latter.

These exclusions also apply to the cover provided in clause 12.

The CEPHI's liability shall be limited to the sole direct material damage caused to the Customer resulting from faults attributable to CEPHI in the performance of the contract and which are duly proved.

Under no circumstances, shall CEPHI be bound to compensate for immaterial or indirect damage such as trading losses, loss of profit, loss of opportunity, trading loss, loss of earnings, etc.

In any event, the CEPHI's legal liability, all causes combined, apart from bodily injury, fraud or gross negligence, may not exceed 50 % of the amount excl. V.A.T. received for the supply or service.

This ceiling includes all losses, including damage to the customer's property on the site, any type of penalties or compensation stipulated, as applicable, and the cost of implementing the warranty, if necessary.

CEPHI is not required to compensate for either the negative consequences of negligence by the Customer or third parties relating to the performance of the contract, or losses attributable to the Customer's use of technical documents, information or data provided or required by the Customer.

11.3 - Penalties

Delays shall not oblige CEPHI to pay any compensation or penalty, unless otherwise expressly stipulated in the special conditions.

In the event that the penalties and indemnities provided for were mutually agreed on by the order:

They may only be applied as from the end of the third full week of delay and shall be at most equal to 0.5% per additional full week of delay. The total of these penalties shall not, in any event, exceed 5% of the amount of the Supply and/or Work in question that has not yet been executed and/or delivered

They shall constitute a fixed compensation for all losses sustained, shall be in full discharge and exclusive of any other penalty or indemnification.

A penalty may only be applied if the delay is exclusively due to CEPHI's fault and only if there is a proven financial loss to the Customer directly linked to this delay.

11.4 - PED

For equipment subject to the PED (European Directive No. 2014/68/EU of 15 May 2014 and French decree No. 2015-799 of 1 July 2015 and French decree No. 2016-1925 of 28 December 2016 on the monitoring of pressure equipment in use, Articles R557-1-1 and subsequent of the French Environmental Code), CEPHI will hold Manufacturer status as defined in the above legal texts, providing that it solely designs, procures and manufactures said pressure equipment.

11.5 - Implementation. Waiver of legal action

CEPHI can only be held liable after the Customer has proven losses, or if CEPHI has shown negligence and the losses were caused by this negligence. These points can only be proven by an agreed and pre-negotiated transaction complying with legal requirements, unless a court issues a legally-binding decision.

The Customer and its insurers shall waive any legal action against CEPHI and its insurers beyond the limits and exclusions defined in these GTS.

11.6 - Nuclear applications

The limits defined in these standard terms, especially clause 11, apply without restrictions or reservations, to sales and services performed for nuclear power plant applications.

Under no circumstances may CEPHI be required to compensate the Customer, its own customer or the operator for the liability defined in the Paris Convention, attributable to operators in terms of nuclear damage. CEPHI declares that it refuses to accept any such liability, in part or in full, either based on legal action or the application of a convention

12 - Warranty

CEPHI contractually undertakes to warrant:

- Its Supplies for a maximum period of 12 months as from the delivery date
- Its Work for a maximum period of 12 months as from the acceptance thereof and which cannot exceed a period of 18 months as from the Work completion date. In the event that there are several lots, the warranty shall take effect as from the completion of each of them.

To claim under the warranty, the Customer must immediately notify CEPHI in writing within 15 days at most as from the occurrence of defects that it attributes to the equipment and provide all proof as to the reality thereof. It shall give CEPHI all means to record said defects and to remedy same. Moreover, it must abstain, unless with the CEPHI's express agreement or an absolute emergency, from carrying out repairs itself or having them carried out by a third party.

The warranty of CEPHI shall be excluded for the causes listed in clause 11.2.

13 - Termination

This contract may not be terminated without an express clause, indicating a period for the effective termination after formal notification, and precisely describing which obligations could lead to termination in the event of non-performance.

It is explicitly stated that Article 1222 of the French Civil Code on the creditor's right to indirectly perform an obligation itself may not be applied.

No request to reduce the price, on any grounds, in particular in application of Article 1223 of the French Civil Code, may be accepted without the express prior agreement of CEPHI.

14 - Governing law and jurisdiction

These GTS, all contracts as a result thereof and matters related thereto shall be governed by French law.

Before going to court, the parties undertake to seek an amicable solution, and to this end may call upon the "Médiation des Entreprises".

Failing an amicable arrangement, it is expressly agreed that any dispute in connection with the contract shall be referred to the exclusive jurisdiction of the Vienne court (court at the place of the CEPHI's registered office), even in the event of appeal proceedings or in the event of several defendants.