

MILTON ROY EUROPE Terms & Conditions of Sale Rev 11 – June 2019

1. SCOPE

These Terms & Conditions of Sale (hereinafter referred to as "T&CSG") apply to all sales of Goods. Applicable Terms and Conditions for services will be provided upon request. The placing of an order by the Purchaser is subject to these T&CSG in their entirety and is deemed acceptance of these T&CSG provided in the Quotation. Accordingly, the Purchaser expressly waives applicability of its own terms and conditions even if those terms are presented subsequent to these. Purchaser expressly accepts that any acknowledgement or delivery of Goods by Seller are only made subject to these T&CSG and by accepting delivery Purchaser acknowledges these T&CSG. Any change to these T&CSG is subject to the Seller's express acceptance in writing. The Purchaser may not claim any form of implied acceptance of either its own terms and conditions or any changes to these T&CSG whatsoever. These terms and conditions supersede any and all previous communications, representations or agreements, either oral or written, between the parties with respect to the subject matter. Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement.

2. DEFINITION AND INTERPRETATION

In these T&CSG, except where the context otherwise requires, the following words and expressions shall have the following meanings:

Agreement shall mean documentation applicable to the Order limited to Ingersoll Rand Code of Conduct, available upon request, Quotation issued by the Seller, the Order issued by the Purchaser to the extent confirmed by the Order Acknowledgment sent by the Seller and any appendix expressly mentioned therein.

Confidential information shall mean all confidential and proprietary information including without limitation know-how, intellectual property, ideas, designs, concepts, plans, data, customer details, employee details and other technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions or analysis of any such information, which (whether before, on or after the date of the Order and whether in oral, written, visual, electronic or whatever form or on whatever media or by way of demonstrations or in any manner) is obtained directly or indirectly by or on behalf of one Party ("the Receiving Party") from or on behalf of the other ("the Disclosing Party") and which is expressly marked as confidential or which a reasonable person would consider to be confidential.

End-User shall mean ultimate user of the Goods.

Event of Force Majeure shall mean any cause or circumstance whatsoever beyond either Party's reasonable control provided the same arises without fault or negligence of the affected Party. Event of Force Majeure includes an Act of God, fire, explosion, failure of public utilities or civil commotion, floods, hurricanes, earthquakes, windstorms, tornadoes, act of terrorism, war (whether declared or not), restrictive governmental Laws or decisions, strikes, lockouts, labor trouble.

Goods shall mean any materials, machinery, equipment, articles, parts, tools, consumables, hardware, software and the like items to be provided as per the Agreement. **Industry Practices** shall mean objective norms as defined in the Quotation.

Intellectual Property Rights shall mean all copyright, database rights, topography rights, design rights, trademarks, trade names, trade secrets, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

Law shall mean any applicable international, national, municipal or state treaty, statute, ordinance, customs regulations (import and export) or other law, regulation or by-law or any rule, code or direction or any license, consent, permit, authorization or other approval (whether governmental or non-governmental) including any conditions attached thereto as applicable per the Agreement.

Order shall mean the purchase order issued by the Purchaser which shall not be binding on the Seller until the Order Acknowledgment as defined below is issued by the Seller.

Order Acknowledgment shall mean the written confirmation sent by the Seller to the Purchaser. Unless otherwise mutually agreed between the Parties, Order Acknowledgment is subject to these T&CSG's and Purchaser expressly waives any other terms and conditions including its own issued after the Order Acknowledgment.

Party shall mean either the Seller or the Purchaser.

Parties shall mean the Seller and the Purchaser.

Person shall mean any individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency or a government or state, or any local or municipal authority or other governmental body.

Purchaser shall mean the Person who issues the Order.

Quotation shall mean the written proposal issued by the Seller to the Purchaser in its latest revision and including these T&CSG.

Seller shall mean MILTON ROY EUROPE.

Third Party shall mean any person who is not expressly a Party to the Agreement.

For the purpose of the Agreement, except wherever the context otherwise requires:

- Words denoting the singular include the plural and vice versa;
- Reference to each Party herein include references to its successors in title, permitted assigns and novates;
- The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any of the foregoing words;
- Reference to "writing" or "written" includes fax, e-mail and similar means of communication;
- All references to date and time periods in this Agreement shall be construed in accordance with the Gregorian calendar;
- All references to an Incoterm shall be read as per the latest Incoterms version issued by the International Chamber of Commerce

3. FORMATION OF THE CONTRACT

Quotation shall only be considered as binding if the Order strictly conforms to the Quotation, in its latest revision and subject to receipt of an End-user certificate duly signed and stamped by the Purchaser and/or the End-User as may be required by the Seller. Unless stated otherwise, the Quotation is valid for one (1) month after the issuance date thereof.

Sale is considered to have been concluded once the Seller issues an Order Acknowledgment. The Seller shall endeavour to issue an Order Acknowledgment within 8 working days provided (a) the Order strictly conforms to the Quotation, (b) all technical clarifications have been finalised and (c) all information regarding the End-User as may be reasonably required to be fully compliant with any applicable Laws including export obligations has been provided. Once the Order Acknowledgment is sent to the Purchaser, the Agreement is considered as binding. The Purchaser must notify any error or omission appearing in the Order Acknowledgment within seventy-two (72) hours of its receipt. Thereafter, the Order is considered final, and no claims regarding such error or omission will be accepted.

4. MODIFICATION-ORDER AMENDMENTS

No alteration to or variation of this Agreement or any Order shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative, taking into consideration, as the case may be, the impact on the Price, time of delivery and the planning or any other contractual obligation affected by such change.

5. SUBCONTRACTING-ASSIGNMENT OF THE CONTRACT

The Seller reserves the right to subcontract, without the prior agreement of the Purchaser, all or part of the design, procurement, services and other works which are the object the Agreement.

Neither Party may assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with the Agreement or any right, benefit or interest under it nor transfer, novate any of that Party's obligations under it without the prior written consent of the other Party which might not be unreasonably withheld or delayed.

6. TESTS AND TRIALS-INSPECTIONS

The Goods are manufactured in full compliance with applicable Industry Practices. Any specific control, test or inspection demanded by the Purchaser and not expressly stated in the Quotation and not accepted in the Order Acknowledgment will be at the exclusive expense of the Purchaser. The selection of the materials, as per the specifications of the product to be measured, the ambient conditions, and conditions of use are under the full responsibility of the Purchaser. If an inspection is ordered by the Purchaser, the Seller will send to the Purchaser a notification for inspection within fourteen (14) days before scheduled

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witnessed tests, and this will be reconfirmed within five (5) days prior to inspection. Failure of the Purchaser to send the inspector's availability and contact details a minimum of five (5) working days before the scheduled inspection may lead to a re-scheduling of witnessed tests. Seller shall not be liable for any damages suffered by the Purchaser for such re-scheduling.

7. **DOCUMENTATION**

Unless otherwise agreed upon by both Parties:

- Approval of all documents will be made by the Purchaser within 7 calendar days after submission
- No native files will be provided by the Seller
- SPDP and SPIR documents shall be provided with Seller's references only.
- Approval of Final documentation will be made by the Purchaser within 1 month after submission
- Documents reviews shall be limited to three (3) revisions in terms of both form and content, past this number further costs will be incurred for the Purchaser.
- All comments made shall be final and will not be modified on a further revision.
- Minor changes on documentation which do not have any material or technical impact on the Goods shall not delay the payment of the milestones including but not limited to, when applicable, the milestone linked to the documentation.
- In case of non-approval by Purchaser within the time limit, the Seller shall be entitled to claim the payment of all the overdue payment terms and invoice the payment term at shipment when applicable and the delivery date may be delayed for Purchaser's default.

8. **PRICES**

Unless otherwise stated, all sums payable by the Purchaser under the Agreement are exclusive of VAT and all other applicable taxes, duties and levies, which shall (if and to the extent applicable) be payable by the Purchaser at the rate and in the manner from time to time prescribed by Law. Prices are also exclusive of any customs duty for non-packed Goods on an ex-works basis.

Any Order with a net value exclusive of VAT, taxes (including withholding tax), customs duty of less than one thousand (1000) Euros or the equivalent amount in any other currency will be subject to a flat administration fee of seventy (70) Euros.

9. **PAYMENT TERMS**

Means and terms of Payment

The Agreement defines the applicable payment terms. Except as otherwise specified, payment must be made before the Goods are dispatched. Payments shall be made by direct bank transfer to the Seller's nominated bank account or by such other means as may be agreed between the Parties from time to time. Unless otherwise agreed, payments shall be made in Euros, net and without application of any discount at thirty (30) days net form invoice date.

Consequences of late payment

Any late payment will give rise from the first day of late payment to: (a) interest at the most recent European Central Bank refinancing rate, plus 10 percent; (b) and a fixed debt-recovery fee of forty (40) Euros. Should the debt recovery expenses incurred exceed the fixed-fee allowance; additional compensation will be demanded on submission of supporting evidence. Such interest and debt-recovery fee shall be paid within ten (10) days from the date of issuance of the invoice. Without prejudice to any other remedy it may have, in case of late payment, the Seller is entitled to suspend the manufacturing and delivery of the Goods. Any suspension under this clause will result in any time lost being added to the delivery date.

Prohibition of set-offs

All sums payable by the Purchaser under this Agreement are payable in full, without set-off, reduction, withholding or counterclaim on any account whatsoever.

10. **DELIVERY DATE**

The Seller will use reasonable endeavours to make the Goods available to the Purchaser on the date defined in the Order Acknowledgment. In any event, and independently of any Order Acknowledgment, the delivery date will be modified, including following circumstances:

- The Seller does not have all the information necessary to execute the Agreement;
- The Seller has not received the first(s) payment(s) due under the Agreement;

- The Seller has not received the letter of credit, where applicable;
- The execution of the Agreement is suspended due to any Event of Force Majeure.

If liquidated damages are agreed between the Parties, notwithstanding anything to the contrary, such liquidated damages will be the sole remedy to the exclusion of any other rights and remedies arising out or in connection with late delivery.

11. **PACKING**

The Quotation is based on the Seller's standard packing conditions and at the Purchaser's expense. Any specific packing request set out in the specifications will be charged separately. Packaging shall be neither returned, nor subject to a deposit.

12. **DELIVERY-TRANSFER OF RISK-TRANSFER OF TITLE**

Delivery and transfer of risk

Unless otherwise agreed, Goods are provided ex-works at the Seller's premises. Delivery and transfer of risk shall take place pursuant to the Incoterms agreed by the Parties. It is the Purchaser's obligation to verify the visual conformity of the Goods both in quantitative and qualitative terms and to inform the Seller of any non-conformity in this respect of which it becomes aware within fifteen (15) calendar days of delivery. Failing this, any such non-conformities cannot be the subject of any claim made by the Purchaser against the Seller.

Partial deliveries

The Seller reserves the right to carry out partial deliveries of the Goods covered by the Order. In the event of partial delivery, each batch shall be regarded as a separate sale subject to the conditions of the Agreement. The Purchaser is deemed to have accepted the transfer of risk of the Goods delivered as stipulated in the Agreement on a pro-rata basis for the actual delivered quantity. Payment of each batch must be made in accordance with the payment terms stipulated in the Agreement.

Transfer of title

The Seller retains title to the Goods until the delivery to Buyer in accordance with the agreed Incoterm 2010.

Storage

If the Purchaser does not take delivery of the Goods on the date stated in the Agreement for reasons not attributable to the Seller:

- Storage period shall be limited to one (1) month
- The Purchaser shall nonetheless be obliged to make payment according to the schedule originally set out, without prejudice to the application of storage expenses.
- If the duration of any storage exceeds one (1) month, the Purchaser shall be required to accept delivery of the Goods and pay the Purchase Order price for the Goods.

13. **SUSPENSION**

No right of suspension shall be granted

14. **INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding anything to the contrary and except an express licence is granted, each Party shall remain the exclusive owner of the Intellectual Property Rights it owns, develops or uses, whether such ownership, development or usage arises before, during, or after the Agreement. The Seller warrants to the Purchaser that the Goods do not constitute a breach of any pre-existing rights nor any other form of infringement of Intellectual Property Rights, and indemnifies it against any action or claim in this respect, provided that: (a) Seller has been informed in advance and in writing of the existence of such a claim and within a reasonable timeframe for it to be able to prepare its defence, (b) payment has been received for the Goods, and (c) the Purchaser provides the Seller with the necessary opportunity, authority, information and assistance for it to be able to take on exclusive control of the defence against such claims or legal action, including arbitration, mediation, settlements and appeals. Should the liability of the Seller be recognised by any jurisdiction, the Seller shall at its sole option: (1) obtain from the Purchaser the right to use the Goods under the conditions defined by the Agreement; or (2) replace it with a reasonably equivalent Good; or (3) modify it to make it usable without contravening any Third Party rights and in compliance with the Agreement; or (4) recall the Goods, refund the Order Price to the Purchaser less an obsolescence discount.

This obligation does not apply in respect of any claims/infringement action or any other Intellectual Property Rights resulting from the use of the specifications provided by the Purchaser or derived from the design created by the latter, or from changes or modifications to the

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equipment imposed by it. Should the Goods supplied by the Seller for the Purchaser be produced in accordance with the Purchaser's designs, samples or instructions, or were designed exclusively by the Purchaser, or were combined with other Goods not supplied by the Seller, the Purchaser will have to defend, guarantee and indemnify the Seller under equivalent conditions to the aforementioned obligation placed upon the Seller.

15. CONFIDENTIALITY

Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not, without the prior consent of the other use, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than as strictly necessary for the performance of its rights and obligations under the Agreement. Each Party undertakes to disclose the other Party's Confidential Information only to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement and to procure that such persons are made aware of and agree to observe an equivalent confidentiality obligation. Each Party shall give notice to the other of any unauthorized misuse, disclosure, theft or other loss of the other Party's Confidential Information immediately upon becoming aware of the same.

The provisions of this confidentiality obligation shall not apply to information which:

- Is or comes into the public domain through no fault of the Receiving Party, its officers, employees, agents or contractors;
- Is lawfully received from a Third Party free of any obligation of confidence at the time of disclosure;
- Is demonstrably independently developed by the Receiving Party, its officers, employees, agents or contractors;
- Is required by Law, by court or by governmental order to be disclosed provided that, to the extent permitted by Law, and prior to any disclosure, the Receiving Party notifies the Disclosing Party and, at the Disclosing Party's request and cost, assist the Disclosing Party in opposing any such disclosure.

This confidentiality obligation shall survive for five (5) years after the Order Acknowledgment date.

16. WARRANTY

The Seller guarantees the Goods for eighteen (18) months following delivery date or twelve (12) months from commissioning whichever occurs first, except for agitators and spare parts thereof for which warranty period is twelve (12) months following delivery date. Any claim shall be raised to the Seller's in writing within ten (10) working days of becoming aware of the same and shall enclose the corresponding purchase invoice. Failing that, the Purchaser implicitly waives all right of recourse regarding warranty. The Seller's warranty covers replacement or repair of proven defective parts or Goods at its sole option:

- (a) returned to its workshops; or
- (b) returned to its distributor or authorized service centre workshop; or
- (c) or in case the Goods could not be returned for financial or practical reasons, default or defect shall be assessed on-site.

In case of absence of Seller's responsibility, the Purchaser will bear the costs incurred by the Seller to cover report fees for an amount determined on a case-by-case basis. If the Seller's responsibility is established under the warranty, the Seller shall replace or repair the defective parts at its own expense, excluding any other costs (such as, without limitation dismantling, reassembling and approach (including emptying of the tanks)), which shall be the Purchaser's sole and exclusive remedy for any such defect. The Seller shall reserve the right to modify all or part of its Goods to comply with its warranty obligations. The replacement or the repair of one or more parts for whatever reason shall extend the warranty period for twelve (12) months or till the end of the warranty period whichever occurs first. The warranty shall not apply in the following circumstances: fair wear and tear, installation not compliant with Industry Practice and/or the Seller's instruction manual, lack of monitoring or maintenance, wilful act on the part of the Purchaser, its employees or Third Parties, accident, any modification to the operating conditions, chemical attack, corrosion or erosion.

All Seller's information and recommendations are subject in all cases to the verification and acceptance of the Purchaser, whose liability in this respect cannot be excluded, whether in whole or in part and shall not provide any warranty against wear and tear or chemical action. The

warranty shall automatically end: (a) if the storage of the Goods by the Purchaser fails to comply with the Seller's recommendations and with Industry Practices or maintenance manuals; (b) in the event of the Goods being worked on or dismantled without the express written agreement of the Seller or in the event of such work being carried out by a person not approved in writing by the Seller; (c) if original parts have been replaced by other parts non-supplied by the Seller. Warranty claim shall not affect payment terms.

The only warranties made by Seller are those expressly provided herein. Any other statements expressed in the contract, including but not limited to, proposals, specifications, drawings, or manuals shall not be deemed to constitute a warranty of the products. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY. THE REMEDIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE REMEDIES OF PURCHASER FOR ANY CLAIMS, EXPENSES, OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THIS CONTRACT.

17. TERMINATION

Either Party may terminate the Agreement in the case of the other party's default by giving notice to the other:

- If the other Party is in material breach of the Agreement which, if remediable, it fails to remedy within forty-five (45) days of notice from the terminating Party requiring it to do so;
- In case of Events of Force Majeure exceeding ninety (90) days.

Immediately upon termination of the Agreement:

- All outstanding payment shall be due and owing (same for any sums subjects to bona-fide dispute, under the Agreement in accordance with its terms);
- Each Party is entitled to ask the other Party to destroy or to deliver all copies of any Confidential Information supplied by or on behalf of the other Party pursuant to the Agreement;
- Each Party shall cease any further use of the Intellectual Property Rights of the other Party pursuant to the Agreement.

Termination of the Agreement is exclusive of any other rights or remedy the Terminating Party may have had under the Agreement or at Law. The provisions that either are expressed to survive the termination of the Agreement or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the Agreement.

The Seller reserves the right to refuse any termination for convenience.

18. LIMITATION OF LIABILITY

By placing an Order, the Purchaser recognises that the Seller has made available the information required to be able to assess the suitability of the Goods and to take the necessary precautions to limit any malfunction. The Seller assumes no obligation or responsibility in relation to the precision or lack thereof of the information communicated by the Purchaser; the Seller is under no obligation to verify the pertinence or accuracy of such information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SELLER TO THE PURCHASER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO 100% OF THE ORDER GIVING RISE TO THE LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE SELLER OR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR REPRESENTATIVE BE LIABLE TO THE PURCHASER FOR ANY LOSS OF PRODUCTION, PROFIT, REVENUE OR INCOME, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, OR LOSS OF DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PURCHASER WAS

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING UNDER THE AGREEMENT, ANY STATUTE, OR TORT.

19. **FORCE MAJEURE**

Neither Party shall be liable for any loss or damage suffered or incurred by the other Party arising from the first Party's delay in performing or failure to perform its obligations hereunder to the extent that and for so long as such delay or failure results from an Event of Force Majeure. The affected Party shall notify the other Party within five (5) working days (or a longer period if the context otherwise requires) of becoming aware of the same of such Event of Force Majeure and the manner and the extent to which its obligations are likely to be prevented or delayed. Each Party shall use all reasonable endeavours to mitigate the extent of the excusable delay or failure arising from or in connection with an Event of Force Majeure and its adverse consequences and to recommence performance of the affected obligations as soon as and to the extent reasonably practicable. If any Event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Event of Force Majeure provided that if any event of Force Majeure continues for a period of or exceeding ninety (90) days, either Party shall have the right to terminate this Agreement forthwith on written notice to the other Party. In case of such termination the Purchaser shall pay the Seller:

- (a) the cost of all Work performed through the date of termination.
- (b) the price for all material ordered and received (or which have not been received but cannot be cancelled) in connection with the performance of this Purchase Order, and;
- (c) reasonable settlement costs (including subcontractors' settlement costs) associated with the termination.
- (d) however, the termination fee shall be limited to the Order price

20. **TRADE COMPLIANCE**

Both Parties shall be responsible for obtaining and maintaining any and all required export licenses, approvals, or authorisations that are required under any applicable Laws, including French, E.U. and U.S. regulations regarding control of exports.

Purchaser will not, directly or indirectly, export, re-export, transfer or re-transfer any Goods or technical data received from Seller to any destination if such export or re-export would violate the applicable laws. The Purchaser is responsible for providing any information for the Seller to determine if the Order is subject to any export control Law. Hence, Purchaser shall duly fill-in and sign an end-user statement or a customer statement of end-use (as required by the Seller) on a format acceptable to the Seller and to keep Seller updated of any changes impacting this document during the execution of the Contract. Should any of the Goods be regarded as being dual use as per applicable regulations, Seller undertakes to: (1) inform the Purchaser of the classification of the Good, (2) provide the necessary documents to the Purchaser, and, if the Seller is the exporter, (3) endeavour to obtain the necessary export authorisations. The Seller cannot, however, guarantee the success of any such licence requests, or that they will be kept in force.

The Purchaser shall never be entitled to claim liquidated damages in case of late delivery resulting from suspension, revocation, not renewing a certification or in case of a refusal, suspension, revocation, non-renewal or invalidation of the Goods export licence despite Seller's diligence.

In the case of dual-use goods and payment by letter of credit, the goods concerned by export license may be excluded from shipping and payment by letter of credit, if the license has not been received upon receipt of the notification of the opening of the letter of credit. This will require the issuance of a mandatory amendment to letter of credit.

In this case, the goods concerned by the export license will be shipped against a separate payment by bank transfer before shipment, after obtaining the export license.

21. **APPLICABLE LAW-COMPETENT COURT-ARBITRATION**

The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French Law. The Parties agree to exclude application of the International Convention of Vienna regarding Sales of Goods as may be amended from time to time. The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Agreement and all the consequences thereof. Such dispute shall be duly notified by the claiming Party to the other Party, in the forms required under the Agreement, and the Parties shall endeavour to settle such dispute by negotiation within fifteen (15) days from receipt of said

notice. In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming Party shall notify to the other Party its intention to submit the dispute to the jurisdiction or arbitration court mentioned below.

If the Parties are both located in a Country member of the European Union

The Parties irrevocably agree that Paris Commercial Court shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

If one of the Parties is located outside European Union

The dispute shall then be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. Unless the Parties agree upon another place, the arbitration shall be held in Paris, France. Unless both Parties are located in countries where French is one of the official languages, arbitrator shall be fluent in English language and the arbitration shall be conducted in the English language. The arbitrator shall decide according to Law and not ex aequo et bono. The tribunal of arbitration's award shall be in writing and shall be final and binding upon the Parties. Each Party waives, to the fullest extent permitted by Law, any right to apply to any court of Law and/or other judicial authority to determine any preliminary point of Law and/or review any question of Law and/or the merits. However, any Party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for the enforcement of any award, including any award granting interlocutory relief and any order for the obtaining of potential evidence which the arbitrator direct be produced as part of the arbitration. The Parties undertake to keep strictly confidential the contents of the arbitration proceedings, the decision and any award of the tribunal of arbitration except to the extent necessary for the enforcement of such award.

22. **OTHER PROVISIONS**

Waiver

The failure by the Seller to invoke any of the clauses of these T&CSG cannot be validly interpreted as constituting a waiver to its rights under the aforementioned T&CSG, except when expressly agreed in writing.

Severability

If at any time any provision of these T&CSG shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of these T&CSG which shall remain in full force and effect. In the event that the circumstances referred to the first paragraph of this article occur, the Parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision a valid, legal and enforceable provision which achieves, to the greatest extent possible the same effect as would have been achieved by the invalid, illegal or unenforceable provision.

Mitigation of loss

Both Parties shall take all reasonable steps to mitigate any loss resulting from any breach of the Agreement by the other Party.

Language

It is under the responsibility of the Purchaser to specify the language of the documentation to be supplied otherwise it will be supplied in French and/or English.