

# GENERAL TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES

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## 1 GENERAL INFORMATION

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

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

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

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

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

The confirmation of the Order by DÜRR SYSTEMS, with or without reservation, hereinafter referred to as "Order Confirmation"

- The Order
- the Special Conditions
- The Supplier's Final Offer (hereinafter referred to as "Final Offer")
- these General Terms and Conditions of Supply and Services
- The Customer's specifications

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

## 2 ENTRY INTO FORCE

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

- a) provision by the Customer of the means of payment and bank guarantees if applicable;
- b) receipt by the Supplier of the advance payment provided for in Article 11 below or in the Order;

- c) provision by the Customer of all information necessary for the Supplier to perform the Contract and also that requested by the Supplier;
- d) the Supplier sending the Order Confirmation to the Customer.

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

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

If the date of entry into force of the Contract is displaced by the conditions stipulated in this Article, to the extent that it compromises compliance with the schedule for the performance of the work defined in the Contract, the Supplier's obligations in terms of performance deadlines shall be automatically adjusted to take account of the displacement of the date of entry into force of the Contract, without the Customer being able to claim any damages and/or penalties for delay.

## 3 EXECUTION OF THE CONTRACT

### 3.1 Monitoring of performance

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

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

### 3.2 Performance - Characteristics of the Equipment

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

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

### **3.3 Subcontracting**

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

### **3.4 Materials entrusted by the Customer**

The Supplier may only be held liable for the Equipment entrusted to it by the Customer if the Equipment was entrusted to it in good working order and if the Customer can demonstrate that the Supplier made use of it in a manner that did not comply with its intended purpose.

### **3.5 General obligations of the Client**

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

The Customer shall communicate to the Supplier, prior to the conclusion of the Contract, all information and documentation necessary for the proper performance of the Services by the Supplier. Any information that was not available to the Customer when the Agreement came into force shall be provided to the Supplier in good time with regard to the schedule for the performance of the Services.

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

The Customer shall obtain in good time the agreement of the competent administrative authorities that may be necessary to allow the installation to start up within a timeframe that is compatible with the contractual execution schedule, in particular to allow the Supplier to carry out the tests provided for in the Contract, if applicable.

The Customer shall inform the Supplier in a timely manner and keep the Supplier informed of the particular conditions of execution of the Services related to the site or to the pre-existing equipment constituting the environment or being the subject of the Services, such as the safety standards of the site and the possible dangers related to the neighbouring installations and/or equipment.

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

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

## 4 MODIFICATIONS

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

The Supplier shall not be liable for the performance by the Supplier's employees of Services requested by the Customer other than those expressly mentioned in the Agreement.

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

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

The Supplier may, during the performance of the Contract, make changes to the Materials and the content of the Services made necessary by imperative circumstances affecting the conditions of performance of the Contract, such as changes in technical standards, manufacturing methods or legislative or regulatory provisions in force.

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

## 5 DELIVERY

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

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

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

The Equipment delivered and stored at the Client's premises are at the Client's risk. In this respect, the latter is responsible in particular for theft and damage to the Equipment.

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

## 6 ACCEPTANCE

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

Any use of the Equipment by the Client prior to acceptance shall be equivalent to acceptance.

### 6.1 Acceptance on the Supplier's premises

Unless otherwise agreed, acceptance of the Goods shall take place at the Supplier's premises or at the premises of the Supplier's own suppliers or subcontractors.

If the Customer fails to sign the acceptance report, acceptance shall be deemed to have taken place fifteen (15) days after the Supplier has given notice to the Customer to do so by simple letter or fax or e-mail.

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

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

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

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

The Customer shall not be entitled to refuse or postpone acceptance as long as the main characteristics and performance of the Equipment are respected. Any objections by the Client on points that do not affect these main characteristics and performances shall be subject to reservations that shall be recorded on the provisional acceptance report.

These reservations, insofar as they are justified and are not contested by the Supplier, shall be lifted by the latter within a reasonable time. Once all reservations have been removed, the Customer shall declare final acceptance.

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

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

## 7 DELAY

If the Order/Order Confirmation or the Special Conditions provide for penalties for delay, these shall only apply if the Supplier has been given formal notice to perform and if the delay is the sole fault of the Supplier.

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

The payment of the penalties provided for above shall compensate the Customer in a lump sum and in full discharge of all the damages which the Customer may have suffered as a result of the Supplier's delay in performing its contractual obligations.

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

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

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



## 8 FORCE MAJEURE

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

The Party which invokes the case of force majeure must immediately inform the other Party in writing of their occurrence and their cessation. In the absence of information on the occurrence of the circumstances in question, the Party concerned shall not be able to rely on them unless the circumstances also prevented the information.

In the event that it is impossible to perform due to the occurrence of an event of Force Majeure as defined above for a period of more than three (3) months, the Parties shall negotiate the terms and conditions for adapting the Contract in order to allow the total or partial achievement of the objective pursued. If this is not achieved, the Contract shall be terminated without formalities and the Customer shall pay the Supplier the price corresponding to the Equipment delivered or in progress and the Services provided.

## 9 WARRANTY

### 9.1 Definition and limits of the warranty

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

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

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

Unless otherwise agreed, the warranty does not include the replacement of a fluid, a wearing part or any consumable product.

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

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

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

Additional costs related to faster and/or night and/or working day interventions requested by the Customer and authorized by the competent administrative authority, if applicable, shall be charged to the Customer.

However, the Supplier shall not be liable to warranty the Customer in the following cases:

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

## 9.2 Duration and starting point of the warranty

For Application Technology (APT) and Paint and Final Assembly (PFS) equipment and services, the warranty period is limited to one (1) year from provisional acceptance.

For equipment and services of the Clean Technology Systems (CTS) division, the warranty period ends on the earlier of the following dates

- one (1) year from acceptance - with or without reservation
- 18 months after delivery

This warranty applies to 8 (eight) hours of operation per 24 (twenty-four) hours.

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

### **9.3 Procedures for exercising the warranty**

In order to be able to invoke the benefit of the warranty, the Customer must notify the Supplier in writing without delay of the malfunctions that he attributes to the Equipment and provide all proof of the reality of the same.

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

The Customer may not take advantage of the warranty to suspend or defer its payments.

## **10 PRICE**

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

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

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

The amounts set out in the Order and Order Confirmation have been calculated exclusive of any taxes, duties, levies or other contributions of the Customer's country which shall be the sole responsibility of the Customer as set out in clause 18 below.

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

## **11 PAYMENT**

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

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

Payments shall be made at the Supplier's domicile, net and without discount. Unless otherwise agreed, payments shall be made within 60 days of the date of invoice.

VAT is payable within thirty (30) days of the date of the corresponding invoice.

In the event of late payment, the Client shall be liable to pay penalties as of right and the sums due shall bear interest on the basis of the interest rate in force at the European Central Bank plus 10 points. The said interest shall in any event be retained by the Supplier.

Any delay in payment shall give rise to the application of a fixed indemnity for collection costs in the amount of 40 euros. When the collection costs incurred are higher than the amount of this fixed compensation, additional compensation shall be claimed upon justification.

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

Any set-off by the Client may only be carried out within the framework of Articles 1347 et seq. of the Civil Code; the claims must be reciprocal, fungible, liquid and payable.

## 12 TRANSFER OF OWNERSHIP AND RISK

### 12.1 Ownership

Ownership of the delivered material shall only pass to the Customer when the price stipulated in the Agreement has been paid in full.

The Customer shall not process, incorporate, pledge or resell the delivered Materials until the price stipulated in the Agreement has been paid in full, unless the Supplier has given its prior and express consent.

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

The Supplier may at any time, until the transfer of ownership to the Customer, demand that the Materials already supplied be returned to him. If this demand is not complied with within eight (8) days of receipt of the written request, the Supplier may, without prejudice to any other rights it may have, take possession of the said Materials, remove them, use them and dispose of them as it

sees fit and, for this purpose, enter the premises where they are stored and separate them from any other goods into which they may be incorporated.

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

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

## 12.2 Risks

The risk in the Equipment shall pass on delivery for the Equipment

If the Equipment is assembled or installed by the Supplier on the Customer's site, the Transfer of Risk in the Equipment shall take place when it is put into production.

## 13 INDUSTRIAL PROPERTY

The Supplier is and shall remain the sole owner of all drawings, plans, models, prototypes, software and all information concerning its Services as well as of the intellectual property rights created or acquired by the Supplier before and during the preparation of the Final Offer or during the performance of the Contract.

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

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

## 14 CONFIDENTIALITY - SECRECY

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

These documents are confidential and may not be distributed, published or generally communicated to third parties, without any time limit, without the Supplier's prior, express and written authorization. These documents shall be returned to the Supplier at the first request of the Supplier if it is concluded that the Customer will not place an order following the Final Offer or, if the Customer places an Order with the Supplier, upon the expiry of the Contract.

In the event that the Customer does not accept the Final Offer, it shall return to the Supplier all the technical documentation contained therein and all copies that may have been made thereof or shall proceed to destroy them within a week with written confirmation to the Supplier.

## 15 RESPONSIBILITY

The Supplier's liability is strictly limited to the obligations expressly defined by the Contract and may only be called into question in the context of French common law.

With the exception of the penalties for delay which are the subject of Article 7, the Supplier shall not under any circumstances be required to compensate for operating losses, production losses, profits, contracts, revenues, losses of a financial or economic nature and more generally immaterial or indirect losses or damages, consequential or non-consequential immaterial damages of which the Customer may be the victim in the context of the Contract.

Any penalties or damages referred to in the Contract shall be in the nature of liquidated damages and shall be exclusive of any other penalty relating to the events which gave rise to their application.

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

The Customer shall be responsible for the waiver of recourse by its insurers against the Supplier, beyond the limits and exclusions mentioned in this Article 15.

## 16 FIRE - EXPLOSION

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

The Supplier shall not be held liable for damage caused by fire and/or explosion if the Customer has not taken all the usual precautions and in particular if it has not obtained a Fire Permit prior to the work in accordance with the regulations in force, if it has not put in place the necessary fire

safety means to ensure the protection of the Equipment during commissioning for tests and during production or if it has not equipped each of the Equipment that requires it with compliant and sufficient fire safety means (cabins, crusher, airlock, etc.), unless these means are not available in the country of origin. ), unless these means have been made the responsibility of the Supplier in the Contract.

## 17 TERMINATION

In the event of non-performance by either party of any of its essential contractual obligations, persisting beyond fifteen (15) days after written notification of a formal notice to perform sent by registered letter with acknowledgement of receipt, without prejudice to the provisions of Articles 8 and 11, the party owing the obligation that has been breached may:

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

This Agreement may be unilaterally terminated by the Supplier, without prejudice to any damages that it may claim at any time, by operation of law and without any legal formalities, fifteen (15) days after the date of sending a registered letter with acknowledgement of receipt addressed to the Customer in the event that the Customer is found to be in a state of suspension of payments or a decision is made to reorganize the Customer, diligent action against the Customer under the legislation on receivership and liquidation and any other debtor protection law or other similar law with similar objectives or effects, liquidation or dissolution proceedings initiated against the Customer.

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

## 18 TAXES AND DUTIES

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

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

## 19 CHANGE OF LEGISLATION

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

## 20 IMPREVISION

If a change in circumstances unforeseeable at the time of the conclusion of the Contract makes performance excessively expensive for the Supplier, the Supplier may request a renegotiation of the Contract price from the Customer, who is obliged to accept it.

## 21 NON-PERFORMANCE

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

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

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

## 22 SETTLEMENT OF DISPUTES - APPLICABLE LAW

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

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