

GENERAL TERMS AND CONDITIONS OF PURCHASE OF MASTER GRID

Version 3 dated 26 October 2020.

These General Terms and Conditions of Purchase constitute a proposal of commercial terms open to negotiation between the Parties. They may be adapted in the form of special terms and conditions or by means of a rider.

In the absence of any special terms and conditions or rider concluded by the Parties, these General Terms and Conditions of Purchase shall be deemed accepted as is and shall constitute a waiver by the Supplier of its own general terms and conditions of sale.

1. SCOPE OF APPLICATION

Unless otherwise stipulated in a written agreement signed by Master Grid (hereinafter referred to as the "Purchaser"), and any supplier (hereinafter referred to as the "Supplier"), these conditions shall apply to all orders of material or non-material goods (hereinafter the "Products") and/or services of any kind (hereinafter the "Services") (hereinafter jointly referred to as the "Supplies") issued by the Purchaser.

2. ORDERS

2.1 The Purchaser has forty-eight (48) hours from the date of the Order in which to cancel said Order without owing the Supplier any compensation. The Supplier must acknowledge receipt and/or confirm any Order by the Purchaser within ten (10) calendar days from the date of the Order. In the absence of acknowledgement of receipt and/or confirmation within such time, the Order is not placed; the Purchaser and the Supplier are no longer bound by any obligation, unless fulfilment of the Order has commenced, constituting acceptance of the Order. By accepting the Order, the Supplier expressly waives the application of its own general terms and conditions of sale.

2.2. The Supplier may not make any amendment to the terms of the Order placed by the Purchaser without the latter's prior and written consent. Failing this, the Purchaser is entitled to cancel the Order without owing the Supplier any compensation. In any case, the Purchaser may cancel the Order up to fifteen (15) working days ("working days" means workdays from Monday to Friday) before the agreed delivery date. In this case, the Purchaser and the Supplier agree that the latter will be entitled to compensation based on any costs already incurred.

2.3 For all Products to be delivered and Services to be provided according to these General Terms and Conditions of Purchase, the Supplier shall comply with all applicable regulations in connection with the control of imports, exports and transfers of goods and technologies ("Export Control") and with customs and foreign trade regulations ("Foreign Trade Regulations"), and shall obtain all necessary export licences, unless the Purchaser or a third party to this Order is required to do so pursuant to the applicable Foreign Trade Regulations.

The Supplier shall advise the Purchaser in writing as early as possible, but not later than five (5) working days (as defined in Article 2.2) prior to the Delivery Date, of any information and data required by the Purchaser to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale.

In any case, the Supplier undertakes to provide the following for each Supply: the classification code according to the export lists defined by the US regulations (Export Control Classification Number, or "ECCN") or by the European regulations or those of another country; all applicable codes for the export lists (for dual-use goods, military goods, etc.); the Product coding according to the external trade statistics classification in force and the nomenclature of the Harmonized System; the country of origin (excluding preferential origin); and, at the Purchaser's first request, a declaration of preferential origin of the Supplier (for European Suppliers) once a year or a certificate of preferential origin (for non-European suppliers).

These elements are defined as "Foreign Trade Data/ Export Control". In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations and, more generally, to the data conveyed in the previous paragraph, the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than the Delivery Date.

The Supplier undertakes to cover all the costs borne by the Purchaser and to compensate for any loss suffered by the Purchaser due to non-performance or improper performance in transmitting and updating the Export Control/Foreign Trade Data.

3. CONFORMITY OF THE SUPPLIES

3.1 The performance of the Order by the Supplier, in accordance with all the Purchaser's prerequisites, constitutes an obligation to achieve a given result (*obligation de résultat*) and an enhanced duty to advise (*obligation de conseil renforcée*).

3.2 Supplies will be considered accepted after the Purchaser or any person authorised by the Purchaser has verified that they comply with the terms and specifications of the Order and the standards in effect, in particular whether there are any visible damages or other defects.

Any Supplies that are not in accordance with the Order or contain defects may be refused within thirty (30) days following the discovery of the non-conformity.

Refused Supplies must be taken back by the Supplier at its own cost and risk within ten (10) days from the Purchaser's notice of refusal. After such time, the Supplies will be returned to the Supplier at the latter's cost and risk.

4. TECHNICAL SPECIFICATIONS

4.1 At each research, development and manufacturing phase of the Supplies, the Supplier shall comply with the corresponding professional practices and rules of the trade.

4.2 The Supplier is considered the producer of the waste generated in connection with the Supplies and, as such, is responsible for managing, processing, collecting and disposing of such waste.

4.3 If the Supplies are dangerous and/or subject to special regulations, the Supplier shall mention this in all its documents, as well as on the packing materials of the Supplies in question, no later than on the date of the Order confirmation under the conditions described in Article 2. Dangerous Products must be packaged, labelled and declared to the carrier in accordance with the legal provisions in force.

4.4 Packing and packaging shall comply with the special requirements stated by the Purchaser. All damage resulting from a packing or packaging defect shall be borne by the Supplier.

4.5 The Supplier undertakes to comply with the obligations arising from the REACH Regulation (EC n°1907/2006) and with any other mandatory rules or required information regarding restrictions of the use of the Products, in particular the obligation to declare the Products in accordance with the Purchaser's instructions, by the date of the first Delivery at the latest, with regard to the substances contained in the Products. The Supplier guarantees compliance by its subcontractors with this regulation.

If the Supplier has its registered office outside the European Union, it undertakes to comply with the provisions of Article 8 of the REACH Regulation concerning the appointment of an exclusive representative with its registered office in the European Union, in order to perform the obligations incumbent on importers by virtue of that regulation.

5. DELIVERY AND DEADLINES

5.1 Deliveries are made to the Purchaser's reception department at the address, on the days and at the opening times indicated on the Order. Deliveries shall be accompanied by a delivery note containing the following information:

- the Order reference number,
- the Purchaser's item code number,
- a description of the item,
- the quantity delivered,
- the number of packages, weight and all the batch and/or serial numbers,
- the Supplier references: business name and address,
- the Supplier code number assigned by the Purchaser,
- the delivery date and address.

The delivery date specified in the Order or the delivery programmes is defined as the date of arrival at the place indicated by the Purchaser. The delivery deadlines stated in the Order are non-negotiable.

5.2 Unless otherwise agreed in advance, the Purchaser does not accept partial deliveries of Products. The Supplier shall pay all direct and indirect costs resulting from early or late delivery of the Products.

5.3 Without prejudice to the foregoing and except where the Purchaser agrees to the contrary in advance, a fixed penalty of one per cent (1%) of the concerned Order per working day (as defined in Article 2.2) may be applied to the Supplier in the event of early delivery by more than three (3) working days (as defined in Article 2.2) before the contractual delivery deadline provided for in the Order. Any delivery delay after the contractual delivery deadline initially provided for in the Order is subject to a fixed penalty corresponding to one per cent (1%) of the Order in question. The total combined amount of penalties paid in the cases indicated above is capped at fifteen per cent (15%) of the amount of the Order in question before the application of penalties. Any penalty will become enforceable simply by the fact of non-delivery on the agreed date, without the need for any preliminary formalities from the Purchaser.

The Supplier undertakes to notify the Purchaser of any foreseeable or actual delay as soon as it becomes aware of it.

5.4 The Supplier shall, at its own cost, send to the Purchaser all necessary evidence supporting its performance of the Services by virtue of its contractual obligations.

6. VERIFICATION AND REFUSAL OF THE SUPPLIES

6.1 Acceptance of the Supplies at the premises of the Purchaser or its Supplier generally comprises the following two-phase process:

- provisional acceptance, which consists of a brief preliminary check at the premises of the Purchaser or its Supplier that the Supplies are consistent with the requirements of the Order,
- final acceptance, which consists in verifying that the Supplies comply with the various administrative, technical, quality-related and commercial specifications.

Acceptance of the Services is performed by the Purchaser's relevant authorised departments.

6.2 The Supplier is required to immediately perform the works required to deal with any reservations specified on the acceptance document.

6.3 In the event of refusal of the Supplies, in accordance with Article 3 above, the Supplier is required to make the necessary changes as soon as possible and, at the Purchaser's first request, to replace the defective Supplies and pay all costs associated with said replacement, without prejudice of the penalties set for the delays caused.

If this replacement does not enable performance in accordance with the Order, the Purchaser may demand that the Supplier take back the defective Supplies, bear all dismantling, shipping and other costs and return all sums unduly charged as a result.

6.4 Without prejudice to the provisions of Article 8, the cost of any such additional operations to bring the Supplies into compliance carried out by the Purchaser with the Supplier's consent, or if the Supplier fails to reply to the Purchaser's notification within 24 hours, is attributed to the Supplier.

7. PRICE, INVOICING AND PAYMENT TERMS

7.1 Unless otherwise stipulated in the Order, the Supplies are "Delivered at Place (DAP)" (Incoterms, 2010 version). Prices are fixed and non-revisable upwards. Prices are understood as including packaging.

7.2 The invoice will be issued at the earliest on the date of dispatch of the Products or on the date of evidence of performance of the Services, and will be drawn up in compliance with the data and references of the Order, the specifications, the delivery note and the regulations in force, especially regarding VAT.

The Supplier undertakes to provide all supporting documents relating to the Supplies.

7.3 Unless a shorter deadline is agreed between the Parties or imposed by the regulation in force, payments shall be made via electronic transfer issued by the Purchaser forty-five (45) days from the end of the month during which the invoice is issued.

Payment of the invoice by the Purchaser does not imply either acceptance of the Supplies or a waiver of the warranty.

7.4 The Purchaser may retain ten per cent (10%) of the total price as security. This retention may be replaced, at the Purchaser's discretion, by a

first demand guarantee valid until the end of the contractual warranty. In the event of payment of a deposit by the Purchaser, a first demand guarantee to return the deposit must be issued by a credit institution deemed satisfactory by the Purchaser.

7.5 Sums owed by the Purchaser to the Supplier may be automatically offset against any certain, liquid and payable amount owed by the Supplier to the Purchaser.

7.6 Pursuant to Article D.441-5 of the French Commercial Code, if the Purchaser does not pay amounts owed by the due date specified on the invoice, a late-payment penalty shall be automatically applied at a rate of three times the legal interest rate, in addition to a fixed recovery fee of forty (40) euros.

8. WARRANTY AND LIABILITY

8.1. Without prejudice to the legal warranties, and except in the case of reservations, the contractual warranty is for eighteen (18) months and takes effect on the date of final acceptance of the Supplies by the Purchaser. In the case of reservations, the warranty takes effect upon their lifting by the Purchaser.

The warranty covers all repairs of the product or correction to the service to ensure that it functions properly and that the required specifications are met. The Supplier shall bear all the resulting expenses, whether incurred by the Supplier, the Purchaser or a third party. The replacement of a defective item during the warranty period triggers the start of a new warranty period that is identical to the contractual warranty period.

8.2. Should the Supplier breach any of its contractual obligations whatsoever, the Purchaser will be entitled, without the need for any formality and at its discretion, to terminate the Order or to ask the Supplier, at the latter's expense, for an exchange, repair, price reduction or performance by a third party, with the right to claim compensation to the Supplier for any damage or loss incurred.

8.3. The Supplier shall be liable for all damages, including indirect damages, caused either to the Purchaser or to third parties in connection with the Supplies.

8.4. The Supplier undertakes to take out a civil liability insurance policy and to provide evidence thereof, if need be, to the Purchaser on first demand.

8.5 The Supplier warrants that it will provide all the spare parts required for the Products to work as they should for a period of ten (10) years from the delivery date.

8.6 The Purchaser will not be obligated to fulfil its obligations if the validity or the performance of such obligations is contrary to or contravenes national or international regulations or any other mandatory impediment concerning national or international trade, import and export, customs requirements, embargoes or other sanctions.

9. TOOLS AND OTHER MATERIALS

9.1. Tools and other materials ordered or provided by the Purchaser, such as samples, drawings, plans, standards, models, documents and spare parts, are and remain the property of the Purchaser, reserved for its sole use and subject to return at any time. Intellectual property rights shall remain the exclusive property of the Purchaser.

9.2. The Supplier shall take all precautions, particularly as regards their use, maintenance and storage, to preserve such materials in perfect condition and shall take out adequate insurance against all risks and losses, including the Purchaser's loss of use if they are unavailable.

10. WORK ON SITE

10.1. In the event of work performed on the Purchaser's site or on the premises of one of its customers, the Supplier monitors the performance of the Services on the site and provides the Purchaser with periodic reporting on their progress.

The Purchaser may perform checks on the site to verify that the deadlines and material conditions of performance of the Order are being upheld. These checks do not exempt the Supplier from its performance obligation. At the Supplier's request, the Purchaser or its customer may provide the Supplier with certain facilities, which the Supplier will maintain at its own expense.

10.2. In the event of a change occurring in the workload of the Purchaser or its customer or the establishment concerned by the Order, the Supplier's Services may be amended in volume terms and rescheduled at the Purchaser's request, by means of a rider.

10.3. For certain on-site Services and under the conditions defined by the Purchaser, the Supplier may be authorised to use or to connect to the Purchaser's computer network or that of its customer. In the event of unauthorised use or use not directly associated with the performance of the Order by the Supplier, one of its subcontractors or any other person or entity for whom it is responsible, the Purchaser shall be entitled to terminate the Order. The Supplier will be entirely liable for the harmful effects of such use for the Purchaser or its customer.

10.4. In the case of performance of the Order on the site of the Purchaser or its customer, that entity shall be entitled to require from the Supplier, at any time, documents providing evidence of the lawful nature of the employment contracts of the staff employed on the site.

10.5. The Supplier shall comply with the safety rules and the internal policy in effect on the Purchaser's premises or on its customer's premises, in the event that the services are performed on that entity's site. The Supplier is responsible for ensuring that these rules are followed by its entire staff working on the site.

11. CONFIDENTIALITY

11.1 All documents such as specifications, drawings, plans and all objects such as models, samples, or specimens (hereinafter referred to as the "Information") that were provided to the Supplier or that it produces itself for the Purchaser's requirements, are and remain the exclusive property of the Purchaser. The Supplier undertakes to use them solely for the Purchaser's requirements.

11.2 Unless the Purchaser has given its prior and written authorisation, the Supplier shall keep confidential all Information conveyed to it by the Purchaser and shall take all measures to ensure that the Purchaser's Information is not conveyed to a third party either by itself or by its employees, agents, suppliers or subcontractors.

11.3 This confidentiality obligation will remain in effect for (i) the entire duration of performance of the Order and (ii) for five (5) years following the end of the Order.

11.4 The Supplier shall not mention its business relationship with the Purchaser without the Purchaser's prior and written authorisation. The Supplier is responsible for ensuring the security of the personal data of the Purchaser's staff, irrespective of how such data are collected.

11.5 The Supplier shall return to the Purchaser all Information, as well as any copies it makes, after performance of the Order or at any time at the Purchaser's request.

12. INTELLECTUAL PROPERTY

12.1. The price of the Order includes the transfer to the Purchaser of the Supplier's intellectual property rights relating to the Supplies for all territories and for the term of protection of the associated intellectual property rights. The Supplier warrants to the Purchaser that its Supplies are free of all third-party rights. It shall be held liable with regard to the Purchaser for any complaints from third parties, including all damages relating thereto.

12.2 Consequently, the Supplier shall indemnify and hold the Purchaser harmless against any complaint, lawsuit or claim for damages brought by a third party as a result of the use of Supplies implementing intellectual property rights belonging to third parties.

12.3 By way of a derogation from Article 12.1 above, in the event that the Supplies include a software application or the right to use a software application, the Supplier only grants the Purchaser one user licence for the software in question. This licence is free of charge and unlimited in time, and includes the right to use the associated documentation, to copy the software for its installation, to make any backup copy, to grant freely and without charge a sub-licence to use the software to any third party of its choice and to authorise such third party(ies) to grant their clients a sub-licence to use the software.

12.4 The Supplier grants the Purchaser, free of charge, free use of the necessary intellectual property rights in the case of termination, for the completion of the Supplies, as well as after the expiry of the warranties indicated in Article 8, for maintenance and/or replacement, repair, modification and development of the Supplies.

12.5 The Supplier shall inform the Purchaser, no later than when confirming the Order, whether the Products and/or Services to be delivered contain open source software. In the context of this provision, "open source software" means any software distributed free of charge to users on the basis of a licence or another agreement conferring the right to modify and/or grant such software. This includes but is not limited to "Open Licence" terms such as the GNU "General Public Licence" (GPL), the GNU "Lesser" GPL (LGPL), the BSD Licence, the Apache Licence and the MIT Licence. Should the Products and Services delivered by the Supplier contain open source software, the Supplier shall provide the following, no later than on the day it confirms the Order:

- the source code for the relevant open source software, insofar as the conditions for using the software require the disclosure of this source code.
- a list of all open source files used, indicating the relevant licence and including a copy of the complete text of such licence.
- a written declaration by the Supplier stating that neither the Products of the Supplier nor the Products of the Purchaser will be subject to any restrictions of use ("Copyleft Effect"), due to use of the open source software.

In the context of this provision, "Copyleft Effect" means, for instance, that the provisions of the open source licence require that the Supplier's Products, as well as any products derived therefrom, must be distributed in accordance with the rules of the licence, only if the source code is made public.

If the Supplier fails to fulfil its obligations as described in Article 12.5 on the date of receipt of the Order, the Purchaser may cancel the Order within 14 days from receipt of the last information and documents defined in the paragraphs above.

13. TRANSFER OF OWNERSHIP AND RISK

13.1 The transfer of ownership shall be effective on the date of the delivery of the Products or as and when Services are performed.

13.2. The transfer of risk to the Purchaser occurs upon final acceptance of the Supplies.

14. TERMINATION AND NON-WAIVER

14.1. In addition to the rights and other prerogatives granted to the Purchaser hereunder, in the event of non-compliance by the Supplier with any of its obligations under these General Terms and Conditions of Purchase, the Purchaser shall be authorised to terminate the Order in whole or in part, if, despite written notification by registered letter with acknowledgement of receipt, the Supplier does not rectify the situation within eight (8) days following receipt of the notification, without prejudice to any damages that may be claimed by the Purchaser.

14.2. No forbearance or delay by the Purchaser in exercising a right or recourse resulting from the Order may be construed as a waiver of such right or recourse.

15. FORCE MAJEURE AND EQUIVALENT CASES

15.1 FORCE MAJEURE – The obligations of either party are by rights suspended and they are released from liability after sending a registered letter with acknowledgement of receipt to the other party: (i) in case of force majeure event. Force majeure events are events that are unforeseeable, insurmountable and external preventing its execution under reasonable economic conditions; (ii) in the following cases: industrial dispute, strikes, sabotage, acts of terrorism, attacks by a third party (e.g.: hacker), insurmountable constraints and all other circumstances such as requisition, natural disasters, embargo, lockdown, epidemic, pandemic, lack of means of transport, general lack of supplies, restrictions on the use of energy when these other circumstances are beyond the control of the parties, and in a broader sense any event considered as a force majeure event by the courts and the French case law.

The prevented party shall specify the reasons and the foreseeable consequences of the event.

Should the case of force majeure and/or its consequences last more than three (3) months from the event date, the Purchaser informs the Supplier, by registered letter with acknowledgment of receipt, whether it waives the Order on account of the delay or it insists in order the delivery and/or the performance of the Services to be fulfilled.

15.2 EQUIVALENT CASES – In case of government or legal restrictions, especially due to a health crisis (such as COVID-19), epidemic or pandemic, from French government or any other third country, preventing the Purchaser from performing its contractual obligations under reasonable economic conditions, the latter shall be entitled to suspend its contractual obligations.

The Purchaser shall specify the reasons and the foreseeable consequences of the event.

The parties undertake to make their best efforts to renegotiate the contract in order to encourage the continuance of contractual relations.

In the event of negotiations break down within one (1) month from the effective date of such restrictions, either party may terminate the contract by registered letter with acknowledgment of receipt, unless the parties agree otherwise.

16. THE CONTRACTING PARTIES, ASSIGNMENT, SUBCONTRACTING AND THIRD PARTIES

16.1 Orders may not be performed in whole or in part by an assignee or subcontractor of the Supplier without the Purchaser's prior and written authorisation. The Supplier will notify the Purchaser in the event of a change in the person of the Supplier. The Purchaser will have then the option of terminating the Order without prior notice.

16.2 The Purchaser may assign the Order to any third party at any time. It shall notify the Supplier of any such assignment by simple letter.

16.3 The assignment of the Order shall be notified in writing and releases the assigning party from its future obligations under this agreement.

16.4 The Supplier undertakes to inform the Purchaser once the Supplier's turnover generated from the Purchaser reaches thirty per cent (30%) of the Supplier's total turnover.

Before this threshold of thirty per cent (30%) is reached, the Supplier undertakes to meet the Purchaser in order to implement the necessary measures to avoid economic dependency, in particular by diversifying its business.

17. SUPPLIER'S COMPLIANCE WITH THE MASTER GRID CODE OF CONDUCT

17.1. The Supplier undertakes to comply with the provisions of the "Code of Conduct applicable to Master Grid Suppliers" and will use its best efforts to promote said document among its own suppliers and to ensure they apply it.

17.2. The Supplier agrees to give, at Purchaser's request, a written self-assessment of its company's compliance with the Code of Conduct, within twenty (20) calendar days from the request issued by the Purchaser, unless otherwise agreed.

17.3. The Supplier undertakes to preserve correct and complete copies of all internal documents relating to its company's compliance with the Code of Conduct. The Supplier agrees to supply the Purchaser with these copies, as well as all reasonably useful information, allowing the Purchaser to verify the Supplier's compliance with the Code of Conduct.

17.4. In the event of lack of compliance by the Supplier with the Code of Conduct, the Supplier undertakes to inform the Purchaser thereof without delay. If the Supplier's declarations relating to its lack of compliance, or if any other type of allegation issued by the Supplier that threatens the reputation of the Purchaser should become public, notably via the media, the Supplier then undertakes without delay, at Purchaser's request, to supply it with a written certificate relating to its company's lack of compliance with the Code of Conduct or with the contentious allegations.

17.5 Purchaser and/or its employees and/or its authorised representatives and/or any third party appointed by the Purchaser has the right to conduct unscheduled audits on the Supplier's premises, in order to check the

Supplier's compliance with the provisions of the Code of Conduct. In addition to Purchaser's right to take any other action it considers reasonable, the Purchaser has the right to access and to check any of the Supplier's internal documents, provided such documents are necessary for the proper performance of the Order, and to question any employee of the Supplier on the company's compliance with the Code of Conduct. The Supplier undertakes to work with and assist the Purchaser during the audit. The Purchaser may exercise the rights arising from this article throughout the term of the Order as well as for a period of three (3) years thereafter. If the audit reveals a substantial lack of compliance by the Supplier with the Code of Conduct, the Supplier shall pay all the audit costs, in addition to any compensation that may be claimed by the Purchaser.

17.6. In addition to the rights and compensations that Purchaser may claim, the Purchaser shall be entitled to terminate any Order issued, by sending to the Supplier a prior and written notice thereof and an effective date of termination, in the event that the Supplier:

- breaches the obligations stipulated in the first paragraph of this article;
- refuses to perform a self-assessment requested by the Purchaser in accordance with the second paragraph of this article or hinders it unreasonably;
- unreasonably prevents the Purchaser from exercising its audit right as described in paragraph 5 of this article.

However, if in the situations described above the Supplier is able to remedy all the prejudices caused to the Purchaser, the latter may only terminate the Order after the expiry of a reasonable grace period granted to the Supplier so that it may remedy said prejudices.

17.7 The Supplier shall give, with regard to the Purchaser or to any third party designated by the Purchaser, the necessary organisational instructions and take measures, particularly in the fields of premises and physical security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognised initiatives based on the World Customs Organization (WCO) SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall guarantee the safety of the Products and Services provided to the Purchaser or to any third party designated by the Purchaser against any unauthorised access and handling. The Supplier may only employ persons with the necessary integrity to do so, and shall ensure that its co-contractors, and in particular its subcontractors comply with the obligations defined in this article. These obligations will apply, under the conditions mentioned above, to the supply, production, storage, handling, processing, loading and conveyance of the Goods and Services.

18. GOVERNING LAW AND JURISDICTION

18.1. All Orders are subject to French substantive law, to the exclusion of the Vienna Convention of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods). In the event of a disagreement regarding the validity, performance and/or interpretation of the contractual provisions of the Order, the Parties shall meet with a view to seeking an amicable solution. To this end, the claimant Party shall send to the other Party a registered letter with acknowledgement of receipt indicating the reference number of the disputed Order, the subject of the dispute and a proposed meeting in order to resolve the dispute amicably. In the absence of an amicable settlement within one (1) month from the date of receipt by the other Party of the registered letter, the dispute shall be brought to the jurisdiction of the Commercial Courts of Grenoble.

18.2. These Terms and Conditions of Purchase are drafted in French and in English. In the event of a difficulty in their interpretation, only the French version shall prevail.

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