

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE – September 2025 version

1. ACCEPTANCE OF THE GENERAL CONDITIONS OF SALE

1.1 These general terms and conditions of sale (the "**GTCs**") govern the relationship between ENDRESS+HAUSER France SASU, a single-member simplified joint stock company with its registered office at 37 rue de l'Europe, 68700 Cernay, France, registered with the R.C.S. of Mulhouse under number 946 250 982 (the "**Seller**") and its professional buyers (the "**Customer**").

1.2. For any sale of equipment or materials (the "**Products**"), solutions, services, maintenance or engineering (the "**Services**") by Seller, the GTC form an inseparable whole with the provisions of Seller's offer, attached or expressly referenced, as possibly modified or completed, as well as any specifications or other documents referred to in the offer (the "**Offer**").

1.3. Thus, by accepting any Offer from the Seller or by placing an order, the Customer accepts, without reservation, the GTC. No special terms and conditions shall prevail over these GTC unless expressly accepted by Seller in writing. These GTC shall prevail over any general terms and conditions of purchase and over any other documents issued by the Customer.

1.4. The present GTC cancel and replace all oral or written agreements that could have been concluded previously between the parties concerning the execution of the Services or the purchase of Products.

2. PRODUCTS AND SERVICES

2.1. The Vendor offers its Customers measuring and detection instruments, in particular for flow, level, pressure, temperature and physico-chemical analysis for industrial processes, as well as digital communication, digital integration and measurement data management solutions.

2.2. The Seller also offers solutions for maintenance, metrology, engineering or optimization of industrial processes in terms of economic efficiency, safety and environmental impact.

2.3. Purchases of Products and Services shall be made in accordance with Article 4.

3. EFFECTIVE DATE

3.1. These GTC are applicable to any sale of Services provided by the Seller and of Products as of the acceptance of the Customer's order by the Seller.

3.2 These GTC may be subject to subsequent modifications. However, any changes to these GTC will only be enforceable as of the date of their signature by the Customer and cannot be applied to contracts concluded previously.

4. PLACING OF ORDERS

4.1. Any Customer wishing to purchase Products or to use the Services of the Seller shall request a quotation from his usual contacts at the Seller, via any communication channel or by e-mail at the following address: info.fr.sc@endress.com.

4.2. The Offer proposed by the Seller shall be valid for one (1) month from the date of issue. After this period, the Offer shall lapse and the Seller shall no longer be bound by its terms.

4.3. The contract shall only become perfect and definitive after the Seller has expressly accepted the Customer's order, which acceptance shall be evidenced by an order acknowledgement. The Customer's order shall comply with

the Offer, shall refer to it and shall be established during its period of validity. No one shall be entitled to rely on a tacit agreement by the Seller.

4.4. The parties undertake to consider the documents they exchange in electronic form as original documents, binding them in a full and complete manner. Consequently, the parties intend to attribute to these documents the evidential value granted by law to written documents on a durable medium.

5. ORDER CHANGE

5.1. Any change in the order, for whatever reason, shall be subject to a contractual amendment. The Seller shall send a new Offer to the Customer, which shall be the subject of a new order on his part. The order shall become final as soon as the Seller sends an acknowledgement of receipt of the order. Otherwise, the initial order shall not be subject to any modification.

6. TERMS AND CONDITIONS OF SERVICE

6.1. The period for performance of the Services shall be set forth in the Offer accepted by the Customer. This period shall commence upon acceptance of the order by the Seller. The deadlines are given as an indication and do not constitute strict deadlines.

7. PRICE

7.1. Unless otherwise specified in writing in the Offer or in the final contract, the prices are given in Euros, are firm, non-revisable and exclusive of taxes.

7.2. Any taxes, duties, including customs clearance, additional import/export documents to be issued, insurance, testing or collection and processing fees for the Products within the meaning of the WEEE Directive, eco-taxes, delivery or installation fees shall be paid in addition by the Customer.

7.3. The Products and Services will be provided at the rates in effect on the date of the Offer sent to the Customer.

7.4. In the event of changes to the Products and Services performed on behalf of the Customer and decided by mutual agreement between the parties, the Seller shall adjust the price to take account of such changes.

7.5. The Seller reserves the right to modify its prices at any time, except in the case of a valid offer or a final contract.

8. BILLING

8.1. Unless otherwise agreed, each invoice shall be issued by Seller on the date of delivery of the Products or completion of the Services. The Seller's invoices shall contain the mandatory information provided for in the legal and regulatory texts in force. Invoices shall be sent to the Customer at the billing address indicated at the time of the order.

8.2. In case of commissioning of Products at the Customer's premises, the invoice will be issued upon delivery of the Products.

8.3. The minimum invoice amount is fixed at 150 euros excluding VAT.

9. PAYMENT CONDITIONS

9.1. Unless otherwise stated in the Offer, payment of the invoice shall be made within thirty (30) days from the date of receipt of the Goods or performance of the Services. If the Offer contemplates payment of a deposit, it shall be payable in cash.

9.2. Payment may be made by bank transfer or bank check and must be sent to the Seller according to the bank details provided in the Offer.

9.3. Seller does not intend to grant any discount or reduction in price for cash or advance payment.

9.4. Payments made by the Customer shall not be considered final until the Seller has received the amounts due.

9.5. In the event of late payment of Seller's invoices on their due date, the penalties payable by Seller, which shall be automatic and vested by operation of law, shall be equal to the rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus 10 percentage points, in accordance with Article L 441-10 of the Commercial Code. ^{er}In this case, the rate applicable during the first half of the year in question is the rate in effect on January 1, 2010. For the second half of the year in question, it is the rate in effect on July 1 of the year in question.

9.6. A fixed indemnity for collection costs, in the amount of forty euros (€40) shall be due, automatically and without prior notice, by the Customer in the event of late payment. The Vendor reserves the right to ask the Customer for additional compensation if the collection costs actually incurred exceed this amount, upon presentation of the supporting documents.

9.7. In addition, the Seller reserves the right to suspend the execution of the order and any other order in progress, after notice to pay has remained without effect for a period of eight (8) days. After this period, the order and any other order in progress may be terminated by operation of law if the Seller sees fit, and the Seller may request, in summary proceedings, the return of the Products, without prejudice to any other damages.

10. PACKAGING AND STORAGE

10.1. Unless otherwise specified in the order acknowledgement, packaging shall be performed by the Seller.

10.2. The packaging made by the Seller shall avoid any damage and guarantee a perfect conservation of the Products.

11. TRANSPORTATION

11.1. Unless otherwise agreed between the parties, the Products shall be transported in accordance with the DAP 2020 Incoterm. The Seller shall be deemed to have fulfilled its delivery obligation once it has handed over the ordered Products at the place of delivery, on the first floor.

12. DELIVERY OF PRODUCTS

12.1. The Products purchased by the Customer will be delivered within the time limits mentioned in the order acknowledgement. These deadlines are given as an indication and do not constitute deadlines of rigor.

12.2. Seller reserves the right to make early and/or split deliveries.

12.3. The Seller undertakes to inform the Customer of any delay in delivery within a reasonable period of time and by any means of communication available to it.

12.4. If the Customer does not accept the delivery at the time of the carrier's first visit, the Seller reserves the right to store the Products at the Customer's risk and expense. Storage charges shall be billed to the Customer on the basis of the actual costs incurred by the Seller.

12.5. The Seller shall in no event be liable for any delay or suspension of delivery (a) attributable to the Customer, (b) attributable to the Carrier, (c) in the event of factory inspection or testing requested by the Customer prior to

shipment of the Products, (d) in the event of delay in obtaining export licenses and authorizations, or (e) in the event of force majeure, such force majeure being understood to be within the meaning of Article 24.

13. INSPECTION

13.1. Customer reserves the right, prior to delivery, to access the public areas of Seller's premises to check the status of the Products or Services in progress and to inspect them prior to delivery.

13.2 Any such inspection shall be subject to the Customer sending a registered letter with acknowledgement of receipt giving fifteen (15) days' notice prior to the inspection and after the Seller's agreement.

13.3 Any person seeking such access will be required to sign a confidentiality agreement prior to the inspection.

14. ACCEPTANCE OF PRODUCTS

14.1. The Customer shall check the condition of the packaging of the Products and the conformity of the quantities ordered immediately upon delivery, in the presence of the carrier. In the event of damage or shortage, the Customer must inform the carrier and issue one or more reservations, which will be written directly on the delivery slip.

14.2. Any reservations made must be confirmed to the carrier within a maximum of three (3) days from receipt of the Products, by registered mail with acknowledgement of receipt.

14.3. The Customer shall have a period of forty-eight (48) hours from the date of delivery to draw up and transmit to the Seller in writing its list of reservations concerning apparent defects or non-conformity of the Products received. It shall be the Customer's responsibility to provide any justification as to the reality of the defects or anomalies noted.

14.4. No claim shall be validly accepted in the event of non-compliance with these formalities by the Customer.

14.5. In the absence of reservations expressly made by the Customer at the time of delivery, the Products delivered by the Seller shall be deemed to conform in quantity and quality to the order.

15. TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

15.1. The transfer of ownership of the Products will only take place after full payment of the price of the Products. The ownership of the Products is therefore reserved to the Seller until the full price of the Products has been received. Thus, the Seller reserves the right to take possession of the Products directly on the Customer's premises if necessary. The latter shall be required to grant the Seller free access to the premises where the Products have been installed or stored.

15.2. Until the price has been paid in full, the Customer shall not sell, transfer or grant any rights whatsoever over the Products, in particular to third parties, without the prior written consent of the Seller. The Customer expressly undertakes to notify any sub-purchaser and/or assignee of all the contractual conditions of sale, in particular this reservation of title.

15.3. Unless otherwise agreed in writing between the parties, the transfer of risk shall take place when the Products are made available to the carrier at the Seller's premises, whether the delivery is made in one or more shipments. The Products are transported at the exclusive risk of the Customer.

16. GUARANTEES

16.1. Seller warrants to Customer that the Products: (a) shall not be subject to any third party claim or demand of any kind, including, without limitation, claims of title, (b) shall be free from defects in design, material,

workmanship, construction or installation, (c) shall conform in kind, quantity and quality to the technical and commercial specifications agreed upon with Seller.

16.2. The Seller's liability may only be incurred in the event of a proven lack of conformity with Endress+Hauser's technical and/or commercial specifications or a proven latent defect and is limited to the direct damage suffered, to the exclusion of any indirect damage of any nature whatsoever.

16.3. The commercial warranty of conformity shall apply for a period of twelve (12) months from the date of delivery of the Products by the Seller. The legal warranty against hidden defects shall apply in accordance with Articles 1641 to 1649 of the Civil Code.

The Seller may, at its discretion, offer warranty periods exceeding the above warranty period for specific products, hereinafter referred to as "extended warranty". Provided that such extended warranty is limited to the replacement of defective or non-conforming products, in accordance with point 16.4 below and that any other liability (e.g., for direct or indirect damages) is excluded.

16.4. Seller shall rectify or cause to be rectified, at its sole expense, in a manner acceptable to Customer, any Products found to be defective or non-conforming, and shall replace or repair the Products in its facilities, to the exclusion of any other repair requiring intervention at Customer's or sub-purchaser's premises. Repairs made to the Products under the warranties and the supply of replacement parts shall not extend the duration of the warranties.

16.5. Any warranty relating to the Products is excluded in the event of (i) misuse, (ii) abnormal use, (iii) use in conditions different from the technical characteristics for which the Products were manufactured, (iv) alteration, transformation or modification of the Products, (v) negligence, (vi) deterioration or accident resulting from an impact not attributable to the Seller, (vii) lack of maintenance on the part of the Customer, (viii) failure to comply with the conditions of assembly, use and storage prescribed in the Seller's technical documentation, (ix) normal wear and tear of the Product, (x) force majeure, (xi) concerning consumable equipment and spare parts

16.6. In any event, in the event that the Seller's liability is retained, the Seller's warranty shall be limited to the amount paid by the Customer for the acquisition of the Products, excluding tax.

16.7. For the performance of the Services, the Seller is bound by an obligation of means. The Seller undertakes to perform the Services in a competent and professional manner, in accordance with the professional practices and standards applicable in its field of activity. He shall only be liable in case of gross negligence.

16.8. The Customer shall be solely responsible for ensuring that the technical specifications of the Products meet its needs. The Seller shall in no event be liable for any failure of the Products to meet the Customer's needs.

16.9. Any request by the Customer for repair of the Products not covered by the above-mentioned warranties shall be the subject of an additional Offer sent by the Seller and subject to acceptance by the Customer.

17. RETURN OF PRODUCTS AND AVAILABILITY OF SPARE PARTS ESSENTIAL TO THE USE OF THE PRODUCTS

17.1. Any return of Products, for any reason whatsoever, must be subject to the prior, express and written acceptance of the Seller.

17.2. Before returning the Products to Seller's facilities, Customer shall (a) inform Seller of the substances contained in its facilities that have been in contact with the returned Products; (b) clean the Products and, if necessary, decontaminate them in accordance with applicable regulations, so that they can be handled with bare hands; and (c) mark the packaging of the Products with the name of the company, the type of equipment, the serial number and the pictogram summarizing the risks associated with the substances used by the Customer and which were in contact with the Products.

17.3. The assembly and disassembly of the Products as well as the transport of the Products to the Seller's workshops for expertise, repair or implementation of the warranty shall be at the Customer's exclusive expense and risk.

17.4. Products returned for expertise or repair shall be kept for a maximum of three (3) months from the date of receipt of the Products by the Seller. After this period, the equipment shall be returned by the Seller to the Customer at the latter's expense. In the event of express abandonment of the equipment by the Customer to the benefit of the Seller, the Customer shall be invoiced for disposal costs, which shall amount to a flat rate of three hundred euros excluding tax (€300 excluding tax).

17.5. Spare parts essential to the use of the Products are available for 5 years after the end of the marketing of the products.

18. INTELLECTUAL PROPERTY

18.1. These GTC do not imply any transfer of any kind of intellectual or industrial property rights belonging to the Seller to the Customer.

18.2. The Customer warrants that all items transmitted to the Seller in the course of their business relationship do not infringe any intellectual or industrial property right or know-how held by a third party, and that it has free disposal thereof. The Customer undertakes to indemnify the Seller against any liability action in this respect.

18.3. Reciprocally, the Seller guarantees the Customer that the Products and the techniques used in their manufacture do not infringe any intellectual or industrial property right.

18.4. Seller retains all intellectual and/or industrial property rights to all new and pre-existing methods, manuals, processes, projects, studies or documents of any kind, including, but not limited to, any methods, analysis, technology, software and other know-how (the "**Standard Elements**"). Customer acquires no such rights by virtue of the acquisition of the Products.

18.5. However, the Seller grants the Customer, for his personal use of the Products, a non-exclusive right to use, reproduce, represent and translate the standard Elements delivered to him under the contract.

18.6. In the event of the transfer of the Products or an asset incorporating or using a Standard Elements by the Customer to a third party, the right of use as defined above on the Standard Elements shall pass to the transferee at no additional cost.

19. ADVERTISING

19.1. Except with the prior written consent of the Seller, the Customer shall not (i) mention its collaboration with the Seller, (ii) exploit and/or use the Seller's trademarks, including the logos or any other distinctive sign belonging to the Seller, on any medium and/or by any process whatsoever, (iii) exploit for commercial purposes (iv) to reproduce or distribute editorial content such as editorial publications, professional presentation brochures containing the trademarks and/or other distinctive signs of the Seller as well as the Products and/or creations belonging to the Seller.

19.2. If the Customer has obtained prior written permission from the Seller to use the Seller's trademark, logo or any of the Seller's intellectual or industrial property rights, the Customer acknowledges that the use granted to it does not give it any ownership rights to these elements or any right of use outside the scope of the permission.

19.3. The Customer undertakes to ensure that there is no confusion in the minds of third parties about such use and about its status as an independent company.

20. CONFIDENTIALITY

20.1. The term "**Confidential Information**" means all technical and economic know-how as well as all information or other data communicated in any form whatsoever (and in particular orally, in writing or in electronic form) directly or indirectly by the disclosing party to the receiving party in the course of or in connection with the performance of the contract. The term includes in particular any information or data of a scientific, technical, technological, industrial, social, commercial, financial, accounting, legal or any other nature whatsoever, whether or not covered by intellectual property rights, including in particular any plans, drawings, specifications, sketches, processes, know-how, methods, studies or software.

20.2. Each party will (i) use Confidential Information only for the purpose of performing its contractual obligations under the Agreement, (ii) treat Confidential Information with the same care as it treats its own confidential information, (iii) transmit Confidential Information only to persons who need to know such information in order to perform the Agreement ("**Authorized Persons**"), and (iv) not disclose it in circumstances other than those set forth in this Section.

20.3. Each party agrees, prior to disclosure of Confidential Information to an Authorized Person, to inform such Authorized Person of the confidential nature of the Confidential Information and to ensure that the Authorized Person is bound by an undertaking of confidentiality the content of which shall be at least equivalent to the obligations set forth in this Section.

20.4. Confidential Information shall not include information that: (i) is or becomes publicly available without disclosure by the receiving party, or (ii) was freely available prior to disclosure under the Agreement.

20.5. The confidentiality obligations set forth in this section relating to the protection of Confidential Information shall remain in effect for a period of three (3) years from the performance of the Services or delivery of the Products, regardless of whether the relationship between the parties continues.

20.6. Within thirty (30) days after performance of the Services or delivery of the Products and upon the first request of either party, each party shall return to the other party or destroy (such destruction to be certified in writing to the other party) all Confidential Information in its possession and any copies thereof. Such return or destruction of Confidential Information shall in no way affect the confidentiality obligations of the parties, which shall survive as set forth in this Section.

20.7. Any breach of the obligations under this Article by either party shall automatically result in the application of a fixed indemnity determined by the breach observed and according to the nature of the Confidential Information disclosed, namely: (i) elements relating to the pricing practiced by the Seller (€100,000), (ii) elements relating to the characteristics of the Products or Services (€70,000) and (iii) any other element constituting Confidential Information (€40,000).

21. SUBCONTRACTING

21.1 Seller may subcontract the performance of any part of the order subject to obtaining: (i) Customer's prior written consent to the selection of the subcontractor; and (ii) if applicable, in accordance with the provisions of Law No. 75-1334 of December 31, 1975 relating to subcontracting, the acceptance of each subcontractor by the Owner.

21.2 Seller agrees to communicate to its subcontractors and to have them accept these GTCs as well as the specific provisions of the Customer's order. The approval of the subcontractor shall not relieve Seller of its contractual obligations and responsibilities to Customer.

22. RESPONSIBILITY

22.1. Seller's obligations with respect to Services rendered are obligations of means and not of result.

22.2. The parties expressly agree that, except in the case of proven gross negligence or fraud, Seller's liability shall be limited to direct and foreseeable damages at the date of conclusion of the contract. In no event shall Seller be liable for any indirect and/or consequential damages, including, but not limited to, loss of income, loss of profit, business interruption or production interruption costs.

22.3 In any event, in the event that Seller's liability is found, Seller's warranty shall be limited to the amount, exclusive of taxes, paid by Customer for the provision of the Services or the acquisition of the Products.

22.4. Seller shall not be liable for the insincerity of any information or data, whether material, financial, legal, technical or personal, provided by Customer.

22.5. The Seller shall likewise not be held responsible for the commitments made by external service providers in the event of subcontracting.

23. INSURANCE

23.1 Seller agrees to take out and maintain in force, for the entire period of validity of the contract, an insurance policy to cover its civil liability resulting from the performance of its obligations.

23.2 Seller agrees to produce, upon Customer's first request, a certificate from its insurer or broker.

24. FORCE MAJEURE

24.1. Neither party shall be liable for any damage, delay, non-performance or partial performance of its obligations when such damage, delay, non-performance or partial performance results from an event that may be interpreted by a French court as constituting a case of force majeure.

24.2. In this respect, force majeure shall mean any unforeseeable and irresistible event within the meaning of Article 1218 of the Civil Code, such as, but not limited to, fire, explosion, flood, strike, lockout, epidemic, pandemic, riot, war, difficulties in obtaining raw materials, significant increase in the cost of raw materials necessary for the performance of the contract...

24.3. The party suffering from an event having the characteristics of force majeure shall inform the other party without delay of its inability to perform its obligations, shall justify this to the other party and shall state the foreseeable consequences of the force majeure situation on the continuation of the contract.

24.4. The suspension of obligations shall in no event be a cause of liability for non-performance of the obligation in question, nor shall it result in the payment of damages or penalties for delay.

24.5. The party invoking an event of force majeure shall make every effort to minimize the harmful effects resulting from this situation. In particular, each party shall bear all costs incurred as a result of the force majeure event.

24.6. Performance of the obligation shall be suspended for the duration of the force majeure if it is temporary. In no event shall such suspension exceed ninety (90) days.

24.7. Consequently, as soon as the cause of suspension of their mutual obligations disappears, the parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the suspended party shall notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act.

24.8. If the impediment is permanent or exceeds ninety (90) days, the contract shall be terminated as set forth in Article 25 "Early Termination".

25. EARLY TERMINATION

25.1. Termination by operation of law for reasons of force majeure as described in Article 24 may only take place fifteen (15) days after a formal notice has been sent by registered letter with acknowledgement of receipt or any extrajudicial act.

25.2 In the event of non-performance of a sufficiently serious obligation by either party, the defaulting party may notify, by registered letter with acknowledgement of receipt and at the end of a period of fifteen (15) days after the sending of a formal notice to perform which has remained unsuccessful, the wrongful termination of the contract.

25.3. Early termination of the contract with the Customer may also occur in the event of failure to comply with the following obligations:

- In the event of a delay of more than ninety (90) days in the implementation of the Services attributable to the Seller (Article 6.3);
- In case of non-compliance by the Customer with the terms of payment (Article 9);
- In the event of a delay in delivery attributable to the Seller and exceeding ninety (90) days (Article 12)
- In case of non-compliance with intellectual property (Article 18);

25.4 It is expressly understood that termination for failure of a party to meet its obligations shall take place by operation of law at the end of a period of fifteen (15) days after a simple letter of formal notice sent by the other party has remained without effect. The formal notice shall indicate the default or defaults noted.

25.5. Early termination of the contract by the Customer for any reason other than those mentioned in this article will give rise to the invoicing of a cancellation indemnity corresponding to 30% of the amount of the order. This indemnity will increase to 50% of the total amount of the order for any Product already in production. The damages claimed by the Seller in the event of termination shall not exceed the amount of the contract concluded, excluding taxes.

26. ASSIGNMENT AND CHANGE OF CONTROL

26.1. Except as otherwise provided by public policy, and subject to the notice required by Article 1216 of the Civil Code, the assignment of all or part of Customer's rights and obligations under the Agreement (including by change of control) shall require the prior written consent of Seller.

27. PERSONAL DATA

27.1. Within the framework of their contractual relations, the parties undertake to comply with all applicable law relating to personal data and in particular Regulation (EU) 2016/679 of 27 April 2016 (RGPD) on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

27.2. A data protection notice is made available to all Customers on the Endress+Hauser website at <https://www.fr.endress.com/fr/data-protection/notice-relative-protection-donnees>.

27.3. The Customer is free to obtain a copy by downloading the aforementioned notice to learn more about the processing of his personal data by the Seller, and in particular, without this list being restrictive: the purposes of the processing, the possible recipients of his data, the duration of the storage of his data, the place of storage, his rights in terms of access, rectification or deletion, the contact details of the Data Protection Officer...

28. NON-WAIVER

28.1. The passivity of the Customer or the Seller in the event of non-compliance by the other party with one or more clauses of the GTC shall not be considered as a waiver of the right to invoke such clause.

29. NULLITE

29.1. In the event that one of the clauses of the GTC is declared null and void or does not comply with the regulations in force, the validity of all the other clauses of the GTC shall not be affected.

29.2 In the event of the disappearance of a clause of these GTC, for whatever reason, the parties undertake to negotiate a new clause whose content will be as close as possible to the old clause but free of any defect.

30. LANGUAGE

30.1. The GTC are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

31. APPLICABLE LAW

31.1 Any Offer, order or contract concluded between the parties, regardless of the form, shall be governed by the provisions of French law, excluding the rules of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (1980), known as the "Vienna Convention".

32. ATTRIBUTION OF JURISDICTION

32.1. Any disputes that may arise in connection with this contract must, before any legal action is taken, be the subject of an attempt at amicable resolution. This attempt at amicable settlement constitutes a mandatory prerequisite to the institution of legal proceedings between the parties, on pain of inadmissibility of the claim.

32.2. The parties undertake to negotiate an amicable agreement in accordance with the principles of loyalty and good faith.

32.3. The party wishing to initiate the negotiation process shall inform the other party by registered letter with return receipt. The parties shall meet within a maximum of thirty (30) days from the receipt of the letter by the other party. The course of the statute of limitations will be suspended as of the implementation of the clause, i.e. as of the date of receipt of the information sent by registered letter with acknowledgement of receipt.

32.4. During the entire negotiation process and until its conclusion, the parties shall refrain from taking any legal action against each other in respect of the dispute which is the subject of the negotiation.

32.5. If, after a period of two (2) months, the parties are unable to agree on a solution, the dispute may be submitted to the jurisdiction of the courts designated below.

32.6. Thus, all the litigations to which the present contract could give place, concerning so much its validity, its interpretation, its execution, its resolution, their consequences and their continuations, will be subjected in an exclusive way to the competent Courts of the spring of the town of MULHOUSE, this even in the event of plurality of defendants, call in guarantee or summary procedure.

"Read and approved" Name and position Signature

Commercial stamp