

PURCHASING STANDARD TERMS & CONDITIONS

- 1. ACCEPTANCE OF THE PURCHASE ORDER** – SELLER formally accepts the Purchase Order (the “Order”) either by signing it and returning a copy to BUYER or by notifying BUYER via email of SELLER’ acceptance of the Order, referencing the Order number, within 7 (seven) working days from receipt. In the event that SELLER objects any part of the Order, SELLER shall notify BUYER within 2 (two) working days from receipt of the Order. If no notification of objection is received within this period, then SELLER is deemed to have accepted the Order in full and agrees to comply with the terms set out therein. Any other document containing terms inconsistent with or in addition to the terms of the Order is not binding unless specifically accepted by BUYER in writing.

SELLER shall carefully review the Order, drawings, plans, specifications and other documents submitted by BUYER in order to determine the class, quantity and quality of materials, equipment and labor required, and obtain a full understanding of the Goods and/or Services. It is SELLER's obligation to bring any conflicts, or deficiencies within the Order to the attention of BUYER and BUYER has the sole determination as to applicability and priority of such conflicting or deficient terms or requirements. BUYER’s determination is final, and all costs incurred in correcting SELLER’s interpretation shall be for SELLER’s account.

- 2. CHANGE & VARIATION** – BUYER shall have the right at any time to make changes in the Order by written notice to SELLER, and SELLER agrees to comply with such changes. If such changes cause a material increase or decrease in SELLER’s costs or time of performance of the Order, SELLER shall notify BUYER immediately and negotiate a price and/or time adjustment(s). SELLER shall use reasonable efforts to mitigate the impact of the change on the price Order and/or the delivery date. The other Terms and Conditions mentioned in the Order remain the same. No change shall be accepted by BUYER and BUYER shall not be liable to make any amended payment to SELLER unless such change has been authorized by written instruction subsequently confirmed by either a variation or revised purchase order issued by BUYER. SELLER shall then be bound by the same terms and conditions.
- 3. PRICE** – In consideration of the satisfactory provision of the Goods and/or Services, which shall include where applicable the provision of all supporting documents relating to the Goods and/or Services, BUYER shall pay SELLER the Price in the manner set out in the Order. SELLER shall ensure that they submit all necessary back up information to support their invoice which may include, where applicable, delivery notes, signed timesheets and the like. Charges for boxing, packaging or cartage is not paid by BUYER unless otherwise expressly stated on the Order. Goods are purchased on a delivery basis. Freight costs are included in the purchase price of the materials. All freight charges are to be paid by SELLER to the carrier without further liability to BUYER or its customer and/or consignee. SELLER acknowledges that the rates and prices contained in the Order are sufficient to cover all its obligations whether expressed or implied under the Order.
- 4. PACKAGING & SHIPPING** – Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with the BUYER’s Order Number. SELLER’s serial numbers must be shown on all shipping papers and invoices.

- 5. DELIVERY/TITLE** – Unless BUYER expressly instructs otherwise, SELLER shall deliver all items on the Order **CPT** (Carriage Paid To) address mentioned on the Order. SELLER assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss of all items on the Order shall not pass to BUYER until delivery is accepted by BUYER. SELLER shall furnish with the delivery of materials and equipment, all Certifications, Tests Reports, Manuals and other documents issued by SELLER, or its subcontractors as required for the proper, safe and full use of the materials and equipment.
- 6. RIGHT OF INSPECTION AND REJECTION** – SELLER is responsible for the design, fabrication, manufacture, performance and construction of the Goods and/or Services and for their compliance with all applicable terms, conditions, specifications, drawings and codes. BUYER and its representatives shall at all times be granted access to any premises and be allowed to inspect and test the Goods and/or Services at any time prior to acceptance or delivery, whichever shall be the later. Material and equipment supplied by SELLER shall be received subject to BUYER's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. BUYER is entitled to reject any Goods and/or Services that it considers to be defective or inferior in quality of material, workmanship or design and/or not in accordance with BUYER's specifications. Any Goods and/or Services rejected shall immediately be replaced or corrected as required by BUYER at SELLER's expense. SELLER shall then resubmit the replacement Goods and/or Services for re-inspection and re-testing. Inspection, testing or acceptance of any Goods and/or Services or any waiver of any rights in respect thereof by BUYER shall not relieve SELLER from any of its obligations under the Order or otherwise, including without limitation, its responsibility for any defects subsequently found in materials and/or workmanship.
- 7. TIMING AND PERFORMANCE** – SELLER and BUYER agree that time of shipment and other aspects of performance hereunder are of the essence of the Order. The Goods and/or Services shall be completed by the delivery date specified in the Order and SELLER shall use its best efforts to ensure that the Goods or/and Services have the highest priorities, and no other supply to be performed by SELLER shall take precedence over the supply of the Goods or/and Services.
- If the SELLER fails to commence work on the Goods and/or Services or if it appears to BUYER that SELLER may not be able to complete the Goods and/or Services by the delivery date, BUYER may terminate the Order or any part thereof in accordance with the provisions of Clause 18: Termination. Alternatively, if BUYER, in its sole opinion, believes that the rate of progress of the Goods and/or Services is too slow to ensure performance and completion in accordance with the delivery date, it shall notify SELLER and SELLER shall thereupon take the necessary steps, at its sole cost, to expedite progress so as to complete and deliver the Goods by the delivery date. SELLER shall indemnify BUYER in respect of any and all loss, expense, damage claim and liability incurred by BUYER group arising in connection with any breach of SELLER's obligations under this Clause.
- 8. LIQUIDATED DAMAGES** –In the event that SELLER does not deliver the Goods and/or Services by the delivery date stated within the Order then BUYER reserves the right to charge liquidated damages to SELLER. The parties agree that all amounts of liquidated damages are a genuine and reasonable pre-estimate of the losses that may be sustained by BUYER in the event that SELLER fails in its respective obligations under the Order and not a penalty. The application of liquidated damages shall not release the SELLER from its obligations under the Order and is without prejudice to any other right(s) BUYER may have under the Order, SELLER shall pay BUYER

liquidated damages for late delivery or non-performance equal to 0.1% per day of the total Price of the Order and shall be subtracted from the payments invoiced by SELLER to BUYER. Such Liquidated Damages are due as from the first day after the Initial Delivery Date. The amount of these Liquidated Damages shall be limited to ten percent (10%) of the total Price of the Order. If Liquidated Damages reach this cap, BUYER shall be entitled to terminate the Order.

9. ASSIGNMENT – Neither the Order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by SELLER without the prior written consent of BUYER. No assignment or subcontract (even with BUYER’s consent) shall relieve SELLER of any of his obligations under the Order. BUYER may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the SELLER’s warranty, without the approval of SELLER.

10. WARRANTY – SELLER warrants that all goods or services furnished pursuant to the Order shall (a) be new, free from any lien, encumbrance or security interest, defects in material, design or workmanship and will be in strict conformity with the requirements of the Order, including drawings and specifications and (c) be merchantable and fit for the purpose for which they are sold. This warranty is valid for a twelve (12) months period after being placed in service, or twelve (12) months from delivery, whichever is the later or for such longer period as stated within the Order. BUYER's approval of SELLER's design or material shall not be construed to relieve SELLER of the warranties set forth herein. If BUYER discovers any defect, error, omission, performance deficiency, or breach of any warranty as to the Goods and/or Services, then SELLER shall promptly correct, repair, or replace without cost to BUYER, the Goods and/or Services in question. SELLER shall guarantee for a further period of 12 (twelve) months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, SELLER’s liability shall not cease merely because BUYER has been unable to give notice of the defect to SELLER within the said period. If any defects which SELLER is obliged to remedy under this Clause are not remedied within a reasonable time, or circumstances render it impracticable for SELLER to do the same, then BUYER may do so itself or authorize others to do the same and SELLER shall reimburse BUYER for all costs arising therefrom without prejudice to any other rights under the Order including but not limited to the warranty provisions herein. SELLER’s warranty shall run to BUYER, its successors, assigns and customers, and users of products sold by BUYER.

Any Goods and/or Services rejected or returned by BUYER as described shall be returned to SELLER at SELLER’s risk and expense. In the event of failure of SELLER to correct defects in or replace nonconforming goods or services promptly, BUYER, after reasonable notice to SELLER, may make such corrections or replace such goods and services and charge SELLER for the cost incurred by BUYER in doing so. At BUYER’s option, if SELLER does not fully and promptly perform under the warranty above, SELLER will at BUYER’s request, make a full and complete refund. This warranty and BUYER’s remedies hereunder are in addition to BUYER’s other rights and remedies existing under the Order or at Law.

11. INVOICES – All invoices shall be mailed or e-mailed to BUYER at its office as indicated on the face of the Order and will state BUYER's Purchase Order Number clearly on the Invoice. Invoice and duplicates shall be rendered for each order or for each shipment if more than one is made on an order. An itemized delivery ticket, bearing BUYER's Purchase Order Number as shown hereon, must be left with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit.

12. PAYMENT TERMS – All payments are made within 45 (forty-five) days of the end of the month following receipt by BUYER of SELLER’s correctly prepared invoice(s) at BUYER’s invoicing address. SELLER shall submit all invoices for payment within 60 (sixty) days of the delivery of the Goods and/or Services to BUYER. Invoices not received by BUYER within the period shall be paid at the sole discretion of BUYER. The payment, objection to or failure to pay, any invoice or any payment or settlement in resolution of any dispute, or any combination of these matters, does not constitute acceptance by BUYER of the accuracy or justification of SELLER’s invoices. Any payment by BUYER is made on the condition that BUYER reserves the right to challenge, at a later time, the validity of any invoiced amount.

BUYER may withhold any payment due to SELLER to such extent as may be necessary to protect BUYER from loss because of a doubt that the Goods and/or Services will fulfil the requirements of the Order, or breach by SELLER of any of the terms and conditions under the Order, or due to a dispute in an invoice.

13. INDEMNITIES - Notwithstanding any other express provisions of the Order, SELLER shall be responsible for and shall save, indemnify, defend and hold harmless the BUYER Group from and against all claims, demands, proceedings, losses, damages, costs (including legal costs) expenses and liabilities arising out of the Order (“Claims”) in respect of:

- ✓ Loss of or damage to property of the SELLER Group whether owned, rented or leased by the SELLER Group or otherwise obtained under arrangements with financial institutions by the SELLER Group arising from, relating to or in connection with the performance or non-performance of the Order; and Personal injury including death or disease to any person employed or engaged by the SELLER Group arising from, relating to or in connection with the performance or non-performance of the Order; and
- ✓ Personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SELLER Group and
- ✓ Pollution emanating from the property of the SELLER Group or from any Third Party property arising from, relating to or in connection with the performance or non-performance of the Order.

Except for any other provision in the Order, BUYER shall be responsible for and shall save, indemnify, defend and hold harmless SELLER Group from and against all Claims in respect of:

- ✓ Loss of or damage to property of the BUYER Group whether owned by BUYER Group or rented or leased by BUYER Group arising from, relating to or in connection with the performance or non-performance of the Order;
- ✓ Personal injury including death or disease to any person employed or engaged by BUYER Group arising from, relating to or in connection with the performance or non-performance of the Order and
- ✓ personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of BUYER Group.

In the event of joint or concurrent negligence or fault of both parties, each party’s obligations hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault. The assumptions and exclusions of liability, releases and indemnities set forth in this Clause shall apply to any claims without regard to the causes thereof including pre-existing conditions, whether such conditions be patent or latent, the unseaworthiness of any vessel or vessels,

imperfection of material, defect or failure of equipment, breach of representation or warranty (express or implied), ultra hazardous activity, strict liability, tort, breach of contract, breach of duty (statutory or otherwise), gross negligence, or willful misconduct of any person or party, including the indemnified party or parties, whether such form of negligence be sole, joint and/or concurrent, active or passive, or any other theory of legal liability.

If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall co-operate fully in investigating the incident.

If requested by BUYER, SELLER shall make available to the SELLER details of its other subcontractors to be present at the worksite.

BUYER Group shall not be liable and SELLER shall release, save, indemnify, defend and hold harmless BUYER Group from and against all Claims for consequential losses suffered by any member of SELLER Group, irrespective of any negligence or breach of duty of any member of BUYER Group.

“BUYER Group” shall mean BUYER, its clients of any tier, its and their parent, subsidiary and Affiliate(s) and the directors, officers, agents, representatives, and employees of all such entities.

“SELLER Group” shall mean the SELLER, its sub-contractors and suppliers of any tier and its and their respective parent, subsidiary and Affiliate(s) and the directors, officers and employees of all such entities.

“third party” shall mean any party which is not a member of the BUYER Group or SELLER Group.

In the event the laws of a state that apply to this Order void or limit the enforceability of the foregoing indemnity obligations, the parties agree that the indemnity obligations effected shall be automatically revised so that they are enforceable to the maximum extent permitted by the laws of that state.

The parties agree that the indemnity and insurance obligations contained in these Terms and Conditions are separate and apart from each other, such that failure to fulfil the indemnity obligations will not alter or eliminate the insurance obligations or vice versa.

14. INTELLECTUAL PROPERTY INDEMNITY – SELLER agrees to indemnify, save harmless and defend BUYER from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any patent, trademark, copyright or other intellectual property rights in the manufacture, use or sale of the equipment or materials furnished under this Order. In case said equipment or material is in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, SELLER shall, at its own expense, either procure for BUYER the right to continue using said equipment or material, or at the option of BUYER either replace same with equally efficient non-infringing equipment or material, or modify it without impairing its efficiency so it becomes non-infringing, or remove said equipment or material and refund the purchase price and the transportation and installation costs thereof.

15. INSURANCE – SELLER agrees to procure and maintain comprehensive Commercial General Liability insurance, endorsed to name BUYER as an additional insured, with limits not less than \$1,000,000 per occurrence and must include products liability, bodily injury, or personal injury, property damage and Worker's Compensation with statutory limits and a waiver of subrogation in favour of BUYER and Employer's Liability with limits not less than \$500,000 each accident. SELLER shall, on BUYER's request, furnish a Certificate of Insurance confirming such coverages.

- 16. FREE ISSUE ITEMS** - “Free Issue Items” shall mean any materials, tools and equipment to be provided by BUYER to SELLER in order to complete the Order. Where BUYER or its client provides Free Issue Items for incorporation in the Goods and/or Services, such items shall remain the property of BUYER. Risk of loss in the Free Issue Item shall transfer to SELLER upon delivery to SELLER and shall remain so until delivery of the Goods and/or Services to, or acceptance of the Goods and/or Services by, BUYER (whichever shall be the later) in accordance with the provisions of the Order. SELLER shall use such Items economically and any surplus shall be accounted for to BUYER and disposed of in accordance with BUYER’s instructions. Waste, loss of or damage to such Items arising from bad workmanship or failure of SELLER to maintain such Items in good order and condition shall be made good at SELLER’s expense, replacements thereof to be equivalent quality and specification and subject to BUYER’s approval. All Free Issue Items shall be deemed to be in good conditions when received by or on behalf of SELLER unless SELLER otherwise notifies BUYER within 48 (forty-eight) hours of their receipt.
- 17. INFORMATION AND TOOL** - Where tools, patterns, drawings, specifications and other information and data is supplied by BUYER to enable SELLER to fulfil the Order, such Information and Tool shall remain the property of BUYER and are to be used by the SELLER solely for the purpose of executing the Order. All the Information shall be regarded by SELLER as secret and confidential and shall not, without the consent in writing of BUYER, be published or disclosed to any third party. As soon as possible after completion of the whole of the Order, SELLER shall return to BUYER any information and/or tools provided to SELLER by BUYER.
- 18. DRAWINGS** - SELLER shall prepare at his own expense and submit to BUYER such drawings as BUYER may require as part of the Order. BUYER shall have the right to approve all drawings, but such approval shall not relieve SELLER of any of his responsibilities under the Order. Drawings shall not be departed from without BUYER’s written instructions.
- 19. CONFIDENTIALITY/TRADE SECRETS** – All specifications, drawing, data, document and other information furnished by BUYER, or its agents, to SELLER in connection with the Order remain the exclusive intellectual property of BUYER and shall be treated by SELLER, his his officers, employees, subcontractors and agents as proprietary of BUYER and shall not be disclosed or used, outside the limitation of the Order, without prior written approval of BUYER for the period of ten (10) years from the date of the acceptance of the Order by SELLER. In addition, the purchase of SELLER's Good or Services does not authorize SELLER to use the name of or make reference to BUYER for any purpose in any releases for public or private dissemination, nor shall SELLER divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of BUYER.
- 20. SUSPENSION** - BUYER is entitled at any time to suspend the Order in whole or in part by giving notice in writing to SELLER and SELLER shall suspend the performance of the Goods and/or Services. Such suspension shall not in any way invalidate the Order. SELLER shall use its best efforts to minimize and mitigate costs associated with suspension. When requested by BUYER, SELLER shall immediately resume the performance of the Goods and/or Services. In the event that such suspension extends for a period in excess of 30 days, and if SELLER has incurred any actual direct costs as a direct result of this suspension, then SELLER may submit a claim for such costs along with supporting documentation required by BUYER. BUYER will grant no compensation or extension of time for any suspension that might result from an action or default caused by SELLER or for reason of safety. SELLER shall during suspension properly protect and secure any materials or equipment used in the performance of the Goods and/or Services.

21. TERMINATION – BUYER, by written notice, may terminate the Order, in whole or in part at any time. In the event the Order is terminated as a result of SELLER's default or insolvency, SELLER shall be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar item. If the Order is terminated for the convenience of BUYER, SELLER will be compensated to the extent that items have been accepted by BUYER prior to the effective date of termination. In addition, upon receipt of a notice of termination, SELLER will inform BUYER of the extent to which it has completed performance as of the date of the notice, and SELLER will collect and deliver to BUYER whatever work then exists under the Order. BUYER will pay SELLER for all work performed and accepted under the Order through the effective date of termination, provided that BUYER will not be obligated to pay any more than the payment that would have been due had SELLER completed and BUYER had accepted the completed work under the Order. Other than to this extent, BUYER shall not be liable to SELLER for any damages on account of its failure to accept all of the items ordered.

22. STATUTORY HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS - BUYER requires SELLER to apply the highest importance and priority on quality, safety, health, protection of the environment, social accountability and security during the performance of the Order. SELLER shall comply with all laws, rules and regulations, whether international, federal, state or municipal, which now or in the future may be applicable to the Goods and/or Services or to SELLER's business, equipment or employees engaged in or in any manner connected with the performance hereunder including, but not limited to, all health, safety and environmental statutes, laws and regulations. SELLER, its sub-suppliers and subcontractors shall comply with BUYER's HSE Policy and shall have established and shall maintain an HSE Management System including Health and Safety Policy, and Environmental Management System based on ISO 14001 Standard and shall cause its sub-suppliers and subcontractors to establish and maintain the same. Such Management Systems shall be fully auditable by BUYER, and as a minimum conform to the BUYER's requirements. SELLER shall ensure that appropriate arrangements are in place to protect the health and safety of its employees or those engaged in the performance of the Order. SELLER shall comply with all applicable health, safety and environmental laws and regulations in force within the country where the Goods and/or Services is being carried out whilst performing the Goods and/or Services. SELLER, its sub-suppliers and subcontractors shall have established and shall maintain a Quality Management System based on ISO 9001 standard as a means of ensuring that the Goods and/or Services conform to specified requirements. This system shall assure BUYER that SELLER is committed to delivering the Goods and/or Services of a quality no less than that specified in the Order. Such Quality Management System shall be fully auditable by BUYER, and as a minimum conform to the BUYER's requirements. SELLER shall give all notices and shall obtain all permits required to be given or obtained in SELLER's name which may relate to the Goods and/or Services and are required by any statute, law or regulation and shall bear all costs in connection therewith. SELLER shall be responsible at its own expense for ensuring that all the SELLER's personnel are competent to provide/perform the Goods and/or Services and are in possession of relevant certification. SELLER shall conduct Risk Assessments to identify and adequately address the risks associated with the execution of Elimination, Substitution, Mitigation and Control, in order to reduce the risks to ALARP (As Low as Reasonably Practical). BUYER and/or BUYER's client shall have the right to attend such Risk Assessments. SELLER shall notify BUYER of any unplanned incident arising from the SELLER's activities which has caused or has the potential to cause harm to people, environment or damage to equipment.

BUYER practices a zero tolerance Drug and Alcohol Policy. Throughout the execution of the Goods and/or Services, SELLER shall observe and be compliant with BUYER's Drug and Alcohol Policy. BUYER and/or BUYER's client or their authorized representatives shall have unrestricted access at all reasonable times to the facilities, equipment, materials, personnel and records of SELLER to audit any or all of the Health, Safety and Environment Management System(s). SELLER is encouraged to apply the principles of sustainable procurement and to put in place appropriate arrangements in order to minimize any adverse effects on the environment while performing the Order. SELLER will take into consideration factors such as value for money (price, quality, availability, functionality), the entire life cycle of the Goods and/or Services and the effects on the environment that the Goods and/or Services has over the whole lifecycle.

23. COMPLIANCE WITH LAWS – SELLER and BUYER acknowledge importance of fighting against fraud, corruption and tax evasion and consider that any person or company connected with them adheres to the same principles and scrupulously respects the relating regulations in force. In this respect, the Parties represent, warrant and undertake on a continuous basis that neither them, nor any of their subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Parties (i) will use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) will make any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which the Parties do or seek to do business or to foreign or domestic political parties, (iii) will violate or is in violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K Bribery Act 2010, or any other similar law of any other jurisdiction in which the Parties operate their business (iv) will take or is currently taking any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) will otherwise make any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment. The Parties also represent and warrant that (i) they have instituted, they maintain, and they will continue to maintain, internal policies and procedures reasonably designed to promote and achieve compliance with the laws referred to above and that (ii) they shall comply with all applicable anti-facilitation of tax evasion laws, rules and regulations of the United-States, the European Union, the United-Kingdom and any other similar laws from other jurisdictions. These laws include, without limitation, the currently effective or successor's versions of the UK's Criminal Finances Act 2017. Any breach by a Party of the representations, warranties or undertakings made under this article shall be considered a serious breach allowing the other Party to terminate its contractual and commercial relationships with the defaulting Party, without notice or indemnity, but subject to all damages to which it may be entitled by reason of such breach

24. EXPORT COMPLIANCE AND SANCTIONS – Neither Party shall be obliged to perform any obligation that would be in violation of, inconsistent with, or expose such Party to punitive measures under any laws, rules and regulations applicable to such Party, relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism, embargoes

or boycotts, and similar laws including but not limited to those of the United-Kingdom, the European Union, the United-States or the United Nations.

25. GOVERNING LAW – The Order, and the rights and obligations of the Parties thereto, shall be construed to be between merchants and governed by the laws of (ii) the state of Texas (USA) if BUYER is located in the United States, (ii) France if BUYER is located in France, or (iii) England (UK) if BUYER is located outside of the United States, and France, excluding any conflict of laws principle that would refer to the laws of another jurisdiction. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded and shall not apply to the Order.

In the event of any dispute, or difference arising out of, or relating to the Order, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, to reach an amicable settlement. In the event that an amicable agreement cannot be reached, the dispute shall be finally settled by the Commercial Courts in (i) Houston if BUYER is located in the United States, (ii) Paris if BUYER is located in France, or (iii) London if BUYER is located outside of the United States and France, and the language of the arbitration will be English.

26. ENTIRETY - The Order and all documents referred to therein as modified by any variation provided by BUYER shall constitute the entire agreement between the Parties and shall supersede and exclude all prior agreements and understandings written or oral and shall in any event supersede and exclude any terms and conditions that may be contained in SELLER' delivery documentation.

27. WAIVER - None of the provisions of the Order shall be considered waived by BUYER unless such waiver is given by BUYER in writing.

28. SEVERABILITY - The provisions of the Order are separable and severable. If any provision (or portion thereof) of the Order is declared invalid or unlawful, the remaining provisions shall not be affected thereby, and the Order shall be construed as if such invalid or unlawful provision (or portion thereof) had never been contained therein.

29. DATA PROTECTION - Both Parties hereby confirm that they are in full compliance with their respective obligations under the General Data Protection Regulation (GDPR) (EU) 2016/679, or any other applicable regulation related to Data Protection. Each Party will, if applicable, notify the other Party in a timely manner in the event of a data breach that involves the other Party's data. Pursuant to Art. 13, 14 and 21 GDPR, SELLER is informed that the data required for billing and for other order processing will be processed and stored. SELLER is also informed that, further to the processing of the contract, the data are also used for the forwarding to credit agencies and other third parties.
