



**FIMMEF**

French association of sheet metal working industries

November 2017

## **SHEET METAL WORKING INDUSTRY'S GENERAL TERMS AND CONDITIONS OF SUPPLY**

### **1. General**

These general terms and conditions of supply codify the commercial practices of the sheet metal working, stamping, spinning industries and suppliers of tooling components. These terms and conditions comply with the rules laid down in contract law and competition law, and have been registered with the Bureau des usages du Greffe du tribunal de commerce de Paris (Bureau of industry practices at the Paris Commercial Court Clerk's Office).

According to the law, these professional general conditions of supply form the sole basis for commercial negotiations (art. L441-6 of the commercial code)

These general terms and conditions are applicable to contractual relations between "the Manufacturer" and the customer company hereinafter referred to as "the Customer".

These general terms and conditions are governed by the law of sale when they apply to the supply of standard products or products whose characteristics are previously determined by the Manufacturer. They are governed by the law of contracts for work and, where applicable, by the law of subcontracting contracts when they apply to the manufacture of a product according to specifications, or when they apply to the provision of services.

They apply to all business transactions between the Manufacturer and the Customer. Any order implies the acceptance of the present general conditions

Any departure from these general terms and conditions shall be expressly accepted in writing by the Manufacturer. For the purpose of these general terms and conditions, "in writing" or "written means any paper, electronic or fax document.

### **2. Scope of the contract**

The following form an integral part of the contract:

- these general terms and conditions;
- the special conditions agreed by the two parties;
- the order accepted by any means, in particular by means of an acknowledgement of receipt or by a confirmation of order;
- the Manufacturer's documents complementing these general terms and conditions;
- the studies, quotations, design and engineering documents which have been submitted before the formation of the main contract and accepted by both parties;
- the delivery slip; and
- the invoice.

Documents, advertisements, price lists which are not expressly mentioned in the Special Conditions do not form part of the contract.

### **3. Order placement procedure**

The order shall be placed in writing.

The contract shall be deemed to have been completed only when the Manufacturer has formally accepted the order. Acceptance of the order may be made in any written form.

An order which has been formally accepted by the Manufacturer shall be deemed to imply acceptance of the Manufacturer's offer by the Customer.

#### **3.1 order**

An order shall firmly specify quantities, prices and time limits.

Any document supporting these elements constitutes an order

#### **3.2 Open order**

This mode of operation is not legally considered as an order.

This exceptional mode creates obligations for the Manufacturer only when it meets the conditions below, without prejudice to the conditions defined by Article 1174 of the Civil Code, an open order shall meet the following conditions

The acknowledgement of receipt of the order "called open", must be accompanied by a commitment from the customer to the supply of the minimum and maximum quantities of parts, the completion date and prices.

The timing of delivery orders shall determine the precise quantities and deadlines specified in this order.

If the corrections made by the Customer to the provisional estimates for the delivery schedule of the blanket open order or the delivery orders vary more or less than 20 % of the estimated quantities, the Manufacturer will evaluate the consequences of these variations.

In the case of an increase or a decrease, the parties will have to consult with each other to find a solution to the consequences of this variance which is likely to affect the equilibrium of the contract to the Manufacturer's detriment. In the event of an increase, the Manufacturer will do his best to satisfy the request of the Customer regarding quantities and deadlines compatible with his capacities (of production, transport, subcontracting, human, financial etc.).

If the adjustments made by the Customer to the provisional estimates of the schedule of the total open order or of the delivery orders vary by more than plus or minus twenty percent from these estimates, the Manufacturer shall evaluate the consequences of such variations.

In case of upward or downward variation, the parties shall consult together for the purpose of resolving the consequences of any such variation which may affect the equilibrium of the contract to the detriment of the Manufacturer.

In case of an upward variation, the Manufacturer shall do his utmost to meet the Customer's demand in quantities and within time limits compatible with his (manufacturing, transport, subcontracting, human, financial, etc.) capacities.

#### **3.3 Modification or cancellation of contract**

Any change in the contract required by the Customer shall be subject to formal acceptance by the Manufacturer.

The order expresses the Customer's consent in an irrevocable manner. The Customer may not therefore cancel it, except with the prior express consent of the Manufacturer.

, the Customer shall indemnify the Manufacturer against all expenses incurred (e.g. specific equipment, design costs, labour and supplies costs, tooling) and all direct and indirect consequences arising thereof. Moreover, the down payment already remitted shall remain the property of the Manufacturer. The same will apply in the case of a letter of intent, assignment or appointment which will not be followed by an order).

The Manufacturer shall build stocks (materials, tools, work-in-process, finished products) in accordance with the Customer's needs and in the interest of the Customer, either at the latter's explicit request, or as appropriate to meet the predictive programmes established by the Customer.

Any modification, non-execution or suspension of the contract, which would not allow the movement of stocks in the conditions foreseen in the contract, shall entail a renegotiation of the initial economic conditions for the purpose of indemnifying the Manufacturer there against.

The rules of the present chapter 3.3 apply to any contractual commitment, in particular to any accepted order.

#### **4. Preparatory and ancillary work in connection with the order**

##### **4.1 Drawings, design and descriptive documents**

All drawings, blueprints, studies, design documents, descriptions, technical documents and quotations submitted to the other party are provided within a loan for use for the purpose of assessing and discussing the Manufacturer's commercial offer. They shall not be used by the other party for any other purposes. The Manufacturer shall retain full ownership and intellectual property rights over the lent documents. These shall be returned to the Manufacturer at first request. The same applies to the design developments that the Manufacturer proposes to improve the quality or cost of the parts through an original modification of the specifications. These modifications when accepted by the Customer shall not entail a transfer of responsibility against the Manufacturer.

Transfer of intellectual property rights or know-how shall be finalized under an agreement signed between the Manufacturer and the Customer.

##### **4.2 Design of parts**

a) Unless otherwise agreed, the Manufacturer is not the designer of the parts that he manufactures. His role is that of an industrial subcontractor. The design which results in the complete definition of a product may however be wholly or partly included in the industrial subcontracting work, provided that the Customer assumes full responsibility for it in the last resort as to the sought industrial result. This particularly applies to parts which have been computer designed by the Manufacturer at the Customer's request and on the basis of specifications or a functional diagram provided by the Customer.

b) In the event of the Manufacturer being entirely the designer and manufacturer of parts intended for customers, this situation should be covered by a specific separate contract.

##### **4.3 Provision of prototypes**

Models and prototypes, when not including under the contract, shall be the subject of a specific order.

##### **4.4 – Tools, dies and initial samples**

A) If these are supplied by the Customer, he will bear responsibility for ensuring that the tools correspond perfectly with the drawings and the specifications.

The Manufacturer shall check the tools and if modifications, adaptations or conformity adaptations are necessary, he shall inform the Customer, who shall assume responsibility.

For series orders, the Customer must have accepted and validated the initial samples before manufacturing, within a sufficient deadline.

*In all cases, if the tools and dies received by the Manufacturer are not suitable for the purpose that he was reasonably entitled to expect, the Manufacturer shall ask for a revision of the price of the parts which had been*

*initially agreed, on the understanding that such revision shall be agreed with the Customer before manufacture of the parts begins.*

b) When the Manufacturer is asked by the Customer to manufacture tools or dies, the Manufacturer shall produce them in agreement with the Customer in accordance with the requirements of his own manufacturing technique. The study and the tool manufacturing costs as well as the costs for replacing or repairing worn tools shall be paid to the Manufacturer independently of the parts supply.

The Manufacturer shall only bear tool replacement costs within the limits of the supply of part quantities which has been contractually agreed, or as resulting from normal wear.

Unless a price increase has been previously agreed with the Manufacturer to cover such risk, the Customer shall either supply a new replacing tool, or pay for its manufacture or repair by the Manufacturer.

### **C) Acceptance of the initial samples ( EI)**

The customer has to validate the EIs which have been produced and checked according to the specifications agreed between the parties before the order. The acceptance of the initial samples constitutes the validation of the tools.

### **d).Intellectual property of tools**

The price of tooling designed or modified by the Manufacturer shall not include the Manufacturer's intellectual property over this tooling, i.e. the application of his know-how or patents for its study or development. The same applies to any adjustments that the Manufacturer may make on the tooling supplied by the Customer in order to ensure that parts are correctly manufactured or to increase productivity.

### **e) Payment**

*Unless otherwise agreed between the parties, tooling shall be paid for in the following way: 40% upon signature of the order, and the balance either on completion of its manufacture, or on the date of issue of the initial samples.*

If payment terms are related to the acceptance of the initial samples, the Manufacturer will in any case be entitled to invoice the Customer 30 days after the date of issue

In the event that the Customer would decide to start the production of parts despite a provisional acceptance, or acceptance with reservations being made about the tools or initial samples, the Customer shall not be entitled to delay payment for the tools after the date when production was started. No withhold can be accepted, except if it is agreed and accepted. In this case, this withhold will reach a maximum of five percent of the amount due in the conditions laid down in the Act n° 71-584 of July 16th, 1971 which is mandatory law.

## **4.5 Tool storage**

The Manufacturer is responsible for the preservation and the current maintenance of the tools entrusted to him by the Customer. The Customer accepts responsibility as the owner of the tools.

## **5 Characteristics and status of the ordered products**

### **5.1 Intended purpose of the products**

The Customer shall be responsible for using the product in the normal foreseeable conditions of use and in conformity with the safety and environmental legislation applicable in the place of use, as well as in accordance with the good engineering practice in his industry.

In particular, it is the Customer's responsibility to choose an appropriate product to meet his technical needs and, if necessary, to make sure with the Manufacturer that the product is suitable for the intended application.

## **5.2 Product packaging**

a) Containers, frames, spreaders, pallets and any other permanent equipment owned by the Manufacturer shall be returned to him by the Customer in good condition and carriage paid within thirty days after their reception; failing that, they will be charged by the Manufacturer to the Customer. If the aforementioned equipment belongs to the Customer, the latter shall ship them in good condition no later than the date previously agreed with the Manufacturer, and to the site specified by the latter. The Manufacturer shall be informed of any delay in the delivery of packaging by the Customer, and the Manufacturer shall not incur penalties of any sort whatsoever therefor.

b) At the Customer's request, special protective measures may be taken to protect the parts. These protective operations shall be determined by the Customer and their cost shall be charged to him by the Manufacturer.

## **6 Intellectual property and confidentiality**

### **6.1 Intellectual property and know-how of documents and products**

All intellectual property rights and know-how incorporated in the documents, products and services supplied shall remain the exclusive property of the Manufacturer.

Any transfer of intellectual property rights or know-how shall be covered by a contract with the Manufacturer.

The Manufacturer reserves the right to dispose of his know-how and of the results of his own research and development work.

### **6.2 Confidentiality clause**

The parties mutually undertake to fulfil a general obligation of confidentiality regarding any oral or written information of any sort whatsoever and in any form whatsoever (e.g. discussion reports, drawings, exchange of computer data, activities, installations, projects, know-how, products) exchanged during the preparation and execution of the contract, with the exception of information that is generally known to the public or that will become so through no act or fault of the Customer.

The contents of the offers are covered by this obligation. The information contained is submitted for the evaluation of the offer.

Consequently, the parties undertake :

- to keep all confidential information strictly secret, and in particular to abstain from disclosing or transmitting all or part of the confidential information in any way whatsoever, directly or indirectly, to whomsoever, without the prior written consent of the other party;
- not to use all or part of the confidential information for purposes or for activities other than the execution of the contract;
- not to duplicate or copy all or part of the confidential information.

The Customer undertakes to take all necessary measures to ensure the fulfilment of this obligation of confidentiality throughout the duration of the relationship and even after its expiration, and vouches for the fulfilment of this obligation by all his employees. This obligation is an obligation of result.

### **6.3 Guarantee clause in case of counterfeiting**

The Customer vouches that on conclusion of the contract the contents of the drawings and specifications and their conditions of use do not use the intellectual property rights or a know-how owned by a third party. The Customer guarantees that he can freely dispose of them without infringing any contractual or legal obligation.

The Customer shall hold harmless the Manufacturer from and against the direct or indirect consequences of any action involving civil or criminal responsibility arising in particular from acts of counterfeiting or unfair competition.

## **7 Delivery, transport, verification and acceptance of products**

### **7.1 Delivery time**

Delivery times shall start from the latest of the following dates:-

- date of acknowledgement of receipt of the order;
- date of reception of all materials, equipment, machinery, tooling, special packaging, manufacturing details to be provided by the Customer;
- date of execution of the contractual or legal obligations which must be previously fulfilled by the Customer.

Agreed times and deadlines are important elements which shall be specified in the contract. The type of time or deadline (e.g. availability deadline, deadline for submission for approval, delivery time, legal acceptance deadline) shall also be indicated.

*The stipulated times and deadlines are, however, given for information only, and may be changed due to the occurrence of circumstances beyond the Manufacturer's control.*

### **7.2 Terms of delivery**

Unless otherwise agreed, delivery shall be effected at the Manufacturer's factories or warehouses.

Risk shall therefore be transferred to the Customer as soon as delivery is effected without prejudice to the Manufacturer's right to invoke the reservation of title clause or to use his right of retention

In the event that the Customer has hired a transportation company and pays for the transportation costs, all the pecuniary consequences arising from a direct action taken by the carrier against the Manufacturer shall be borne by the Customer.

### **7.3 Transport – Customs – Insurance**

Unless otherwise agreed, all operations relating to transport, insurance, customs, handling and on site installation shall be the responsibility of the Customer and shall be at his risk and expense. The Customer shall be responsible for checking shipments on their arrival and for initiating proceedings against carriers, where necessary, even for carriage-paid shipments.

When shipped by the Manufacturer, goods shall be shipped carriage forward at the lowest prices, unless otherwise requested by the Customer, in which case additional transportation costs will be charged to the Customer.

### **7.4 Verification of products**

*The Customer shall, at his own expense and on his own responsibility, check the products' conformity with the terms of the order.*

No delivery shall be made in accordance with the delegation of control or Quality Assurance of Products (AQP) without an agreement negotiated beforehand with the customer and specifically for each product.

### **7.5 Reception of series products**

The Customer shall be obliged to perform the legal acceptance of the products, whereby he shall recognize their conformity with the terms of the contract. Acceptance shall be deemed to imply recognition of the absence of patent defects.

a ) In all cases, the nature and scope of the necessary inspections and tests, the applicable standards and severity classifications, as well as the tolerances of all kinds shall be specified in the drawings and specifications which must be attached by the Customer to his request for a quotation, and shall be confirmed in the contract agreed between the Manufacturer and the Customer, with a view in particular to determining the conditions for exercising the warranty defined in clause 12 hereafter.

b) In case of transformations or of assembly of components or materials imposed or supplied by the customer, the respective obligations will have jointly been defined; should the opposite occur, the manufacturer's liability is excluded in regards to the article 12.2

The respective obligations of the parties regarding controls of the material and components imposed by the Customer will have been concluded by an agreement.

c) In the absence of any specifications about the inspections and tests to be carried out on the parts, the Manufacturer shall only perform a simple visual and dimensional inspection of the major dimensions to make his assessment

d) Inspections and tests which are deemed necessary by the Customer shall be carried out at his request either by the Manufacturer, or by the Customer himself or by a third-party laboratory or body.

This shall be clearly stipulated before signing the contract, and the nature and scope of the inspections and tests shall also be indicated.

e) The price of inspections and tests shall generally be distinct from the price of the parts, but may be included in it where agreed between the Manufacturer and the Customer. The price of inspections and tests shall include the cost of special work which must be done to obtain the necessary conditions for the good performance of these inspections and tests, in particular in the event of destructive testing.

## **8 Unforeseen and force majeure events**

### **8.1 Hardship clause**

In case of the occurrence of an event beyond the control of the parties which may impair the equilibrium of the contract to the extent that fulfilment by the Manufacturer of his obligations would be detrimental to him, the parties shall agree to negotiate the modification of the contract in good faith. This clause particularly refers to the following events: variation in material prices, change of customs duties, change of exchange rates, changes in legislations, modification of the Customer's financial situation.

Failing agreement between the parties, the Manufacturer shall have the option to terminate the contract subject to three months' notice. After this deadline, the manufacturer can terminate the contract.

### **8.2 Force majeure**

the Manufacturer cannot be responsible for his delay or failure to fulfil one of the obligations incumbent on him under the contract, if such delay or failure directly or indirectly results from a case of force majeure understood in a wider sense than French jurisprudence, such as:-

- occurrence of a natural cataclysm;
- earthquake, storm, fire, flood, etc.;
- armed conflict, war, conflict, bombing;
- *Labour dispute, total or partial strike in the Manufacturer's plants; by his suppliers, as well as service providers, transport services, postal services, public services, and so on...*
- an imperative injunction issued by the authorities (e.g. ban on imports, embargo);
- operating or production accidents, broken machines, explosion.

*The Manufacturer shall inform the Customer, without delay, of any occurrence of a force majeure event of which he becomes aware and where he believes that it is likely to affect the execution of the contract.*

Where the duration of the impediment exceeds ten working days, the parties shall consult each other within the five working days after expiry of the ten working day period to examine in good faith whether the contract should be continued or terminated.

## **9 Pricing**

Prices shall be established in Euros, exclusive of taxes, and "ex-work", unless otherwise stipulated in the contract. Prices shall be invoiced in accordance with the terms and conditions of the contract. The price shall exclusively cover the products and services mentioned in the offer.

## **10. Quantities ordered**

Any quantitative dispute regarding parts can only be considered by the Manufacturer if it was indicated to him within a maximum deadline of 48 hours.

From a quantitative point of view, the number of parts indicated in the contract shall be binding.

However, a certain tolerance is admissible on the number of executed and delivered parts, if agreed between the Manufacturer and the Customer during the negotiation of the contract. In the absence of a preliminary agreement, the generally admitted tolerance is +/-10 % of the number of parts stipulated in the contract.

## **11 Payment**

### **11.1 Term of payment**

According to article L441-6 of the Commercial Code, the deadline agreed between the parties to settle the amounts due is at the most of 60 days from the issue date of the invoice. Or a supplementary deadline of forty-five days at the end of the month, from the date of issue of the invoice can be negotiated.

In case of periodic invoice, in the sense of 3 ) 1 ) of the article 289 of the General code of the taxes, the deadline agreed between both parts cannot exceed 45 days from the date of the invoice issue.

The deadline of payment becomes established unless otherwise agreed in 30 net days, way of calculation in compliance with the most frequent professional uses.

any clause or request to fix or obtain a payment period longer than the aforementioned period may be considered as unfair or unreasonable in pursuance of article L442-6-7 of the commercial code and is liable to an administrative fine of up to 375 000 Euros

### **11.2 Late payment**

According to Article L441-6, § 12, of the French Commercial Code, any delayed payment makes automatically applicable, from the first day after the payment date mentioned on the invoice :

1/ Late payment penalties.

The late payment penalties shall be determined by application of the refinancing rate of the European Central Bank, increased by ten points.

2/ A fixed compensation of 40 Euros for the recovery costs.

This fixed sum is due by the application of the Article D441-5 of the French Commercial Code.

According to the aforementioned Article L441-6, when the recovery costs incurred are exceeding this fixed compensation, the Supplier is also entitled to obtain a justified additional compensation.

Late payment of any instalment shall, if the Manufacturer thinks fit, constitute an event of default resulting in all outstanding payments becoming immediately due.

The fact that the Manufacturer benefits from either or both aforementioned provisions shall not deprive him of the right to invoke the retention of title clause laid down in article 11.6 hereafter.

### **11.3 Change in Customer's situation**

Should the Customer's situation deteriorate as ascertained by a financial institution or as shown by a significant lateness in paying or in returning drafts with acceptance, or when the financial situation significantly differs from the data made available, delivery shall only be made against immediate payment.

In the event of late payment, the Manufacturer shall be entitled to a right of retention over the manufactured products and ancillary supplies.

In the event that the Customer would sell or transfer his business or a significant part of his assets or equipment, or would place a lien on the aforesaid, or would bring the aforesaid as assets into a business, the Manufacturer reserves the right, without notice:

- to declare the occurrence of an event of default, and consequently all sums due on any account whatsoever to be payable immediately;
- to suspend all shipments;
- to note the rescission of all ongoing contracts, and to retain any instalments received, as well as tools and parts in his possession, until a possible compensation amount is set.

### **11.4 Compensation of payments**

The Customer shall abstain from any illegal arbitrary debit or credit practices, and from invoicing the Manufacturer any sum which is not expressly recognised by the latter as being his responsibility.

Any arbitrary debit shall be considered as an outstanding payment and as such shall be subject to the provisions of clause 11.2 here above regarding late payments.

The parties however reserve the right to resort to compensation of debts either by operation of law or by reconvention.

### **11.5 Legal guarantee of payment in case of subcontracting contract**

When the signed contract is part of a chain of contracts for work in pursuance of Act n° 75-1334 of December 31st, 1975, the Customer is under legal obligation to ensure that the Manufacturer is accepted by his own principal. The Customer is also under an obligation to ensure that the Manufacturer's terms of payment are accepted by his principal.

If the principal is not the end customer, the Customer shall undertake to require that the principal abides by the provisions of the abovementioned 1975 act.

In pursuance of article 3 of the 1975 act, the fact that the Manufacturer has not been introduced to the principal or approved by him entails the impossibility for the Customer to invoke the contract against the Manufacturer. Such impossibility covers, inter alia, claims for any non-conformity with the specifications. However, in accordance with the aforementioned article, the Customer shall remain bound to fulfil his contractual obligations towards the subcontractor.

### **11.6 Retention of title**

The Manufacturer shall retain full title to the goods covered by the contract until effective payment in full of the price including the principal and ancillary costs. Failure to pay any one of the instalments due may lead to a claim for recovery of these goods. However, the Customer shall be responsible for any damage undergone or caused by the goods as from their delivery.

## **12 - Manufacturer's liability**

### **12.1 Definition of the Manufacturer's liability**

The Manufacturer's liability shall be strictly limited to the observance of the Customer's specifications as stipulated in the terms of reference.

Due to his professional expertise in his area of business and according to the industrial means of production which are available to him, the Customer acting as "principal" is able to define the work accurately on the basis of his own industrial data or his customers' data.

The Manufacturer shall perform the work required by the Customer according to the good engineering practices prevailing in his industry.

These principles are unaffected by suggestions for improvements proposed by the Manufacturer to his Customer who will ultimately have to make the technical choices.

## **12.2 Management of the complaints :**

Should the Customer lodge a complaint about the delivered parts, the Manufacturer shall reserve the right to examine the parts on site.

In the case of non-conformity, the Manufacturer shall undertake, after agreeing with the Customer, either:

- to credit the Customer with the value of the parts which are not considered to be in conformity with the contractual drawings and technical specifications or with the specimens approved by the Customer;
- to replace the discarded parts and issue a credit note for them, replacement parts being invoiced at the same price as replaced parts;
- to bring parts into conformity or have them brought into conformity.

Bringing the parts into conformity shall be effected as decided by mutual agreement. The costs shall be borne by the Manufacturer if he is responsible for ensuring conformity, or the Manufacturer's consent shall be sought if the Customer decides to bring the parts into conformity at a price that shall be previously indicated to the Manufacturer.

Parts to be replaced or brought into conformity by the Manufacturer shall be returned to him carriage forward. The Manufacturer reserves the right to choose the carrier.

Should parts be brought into conformity by the Customer without the Manufacturer's consent about the principle and cost of this operation, the Customer shall lose the right to lodge a complaint.

## **12.3 Limits and exclusion of the Manufacturer's liability**

The Manufacturer's liability shall be limited to the direct property damage suffered by the Customer as a result of faults attributable to the Manufacturer in the execution of the contract.

The Manufacturer shall not be held liable for any damage and prejudicial consequences resulting from faults committed by the Customer or by third parties in relation with the execution of the contract.

The Manufacturer shall not be liable for any damage resulting from any use by the Customer of technical documents, information or data provided by the Customer or imposed by him.

The Manufacturer shall not, under any circumstances whatsoever, be liable for compensation for immaterial or consequential damage or loss, such as e.g. loss of production, lost profits, loss of opportunity, commercial loss, lost income.

The Manufacturer shall not be held liable:

- for any defects arising from the materials and components supplied by the Customer;
- for any defects arising from a design made by the Customer;

- for any defects resulting wholly or partly from the normal wear of the part, from damage or accidents attributable to the Customer or a third party;
- in the event of a modification, abnormal or unusual or unintended use of the product, or of its being used not in conformity with good engineering practice

Where penalties and compensation have been agreed by common consent, these shall amount to a lump-sum compensation in full discharge, excluding any other penalties or compensation.

The Manufacturer's third-party liability, for all causes, with the exception of physical injury and gross negligence, shall be limited to a sum which shall not exceed the amount collected at the time when the goods were supplied.

The Customer does not continue and shall guarantee that his insurers or any third parties having contractual relationships with him will renounce all claims against the Manufacturer or his insurers beyond the limits and exclusions stipulated above.

### **13 Contract termination**

In the event that one of the parties would be in serious default of meeting one single contractual obligation, the contract shall be terminated as of right thirty days after a notice of default has been sent and remained ineffective.

### **14 Amicable settlement of disputes**

The parties shall undertake to try and settle their dispute amicably according to articles 56 and 58 of the civil Procedure Code, before referring it to the competent court.

Failing an amicable agreement between the parties, the parties shall agree to initiate a "codified amicable expert review" (mediation), before going to tribunals.

### **15 Jurisdiction**

Failing amicable agreement, it is expressly agreed that all disputes arising in connection with the contract shall fall within the exclusive competence of the court in whose jurisdiction the Manufacturer's domicile is located, even in the event of an appeal being lodged and of several defendants.

Registered with the Bureau of industry practices on 19/10/2017, under number **D2017096263**

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