

EagleBurgmann France S.A.S. General Delivery and Payment Terms and Conditions (January 2022)

1. Scope of application, general

1.1 The following delivery and payment terms and conditions ("DPTC") apply to all deliveries, services, contracts and offers as well as associated ancillary services (hereinafter also referred to jointly as "deliveries") of EagleBurgmann France S.A.S. (hereinafter referred to as "we") to or in relation with any natural or legal person, public or private, acting for purposes within the scope of its commercial, industrial, craft, liberal or agricultural activity, including when acting in the name of or on behalf of another professional (hereinafter jointly referred to as "customers" or individually referred to as "costumer" or "professional").

1.2 These DPTC apply in the version as amended from time to time as a framework agreement with the same customer for future contracts for deliveries even if they are not expressly re-agreed; we shall promptly inform the customer of any changes to our DPTC where such occur.

1.3 Our DPTC apply exclusively. General terms and conditions of the customer which depart from, contradict or supplement these DPTC are hereby expressly rejected; they are only incorporated into the contract if and to the extent we have expressly agreed to their application. This requirement for agreement applies in any case; for example, also in the event that we, being aware of the customer's general terms and conditions, carry out an unconditional delivery to the customer. In the event of participation in electronic platforms or other electronic/automated systems of the customer and the activation of check boxes (or the like) to be activated for the use of such system, this shall not constitute a legally binding acceptance of the respective terms of use or other general terms and conditions.

1.4 Legal statements and notices which the customer is required to give us in the context of deliveries (e.g. the setting of deadlines, notifications of defects, termination of the contract or price reduction) must be submitted in writing (i.e. within the meaning of these DPTC in written or in text form, e.g. e-mail, letter, fax). Formal requirements under applicable statutory law and our right to demand further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

1.5 References to the application of statutory provisions are made for clarification purposes only. The statutory provisions therefore apply even without such clarification, unless they are directly amended or expressly excluded in these DPTC.

1.6 Individual arrangements made with the customer for specific cases (including side agreements, additions and amendments) shall in any case take precedence over these DPTC. Subject to proof of the contrary, the content of such individual arrangements is determined by way of a written contract or our written confirmation.

1.7 Should any provision of the present DPCT be invalid, this shall not affect the validity of the remaining provisions.

2. Offer, entry into a contract and documents, intellectual and/or industrial property rights

2.1 Our offers are subject to confirmation and are non-binding; in particular, we reserve the right to change products, prices and other conditions. The placement of an order or an assignment for a delivery by the customer ("order") is treated as a binding contractual offer. Unless otherwise provided in the order, we are entitled to accept this contractual offer within 21 days following its receipt by us. A contract shall only come into force upon our order confirmation. If the order is not confirmed by us in writing, the contract shall come into force at the latest upon performance of the order.

2.2 We point out that our employees or representatives entrusted with the execution of deliveries are not authorised to enter into verbal ancillary agreements or to give verbal guarantees which go beyond the content of the agreements already made. Therefore, such statements made by our representatives by telephone or verbally require our express written confirmation to be legally valid.

2.3 The documents and information submitted in connection with the offer such as, for example, sealing description, drawings, illustrations, descriptions of operating data and installation space, measurements and weights in price lists, brochures or other documents, are values that are provided to the best of our knowledge, which, however, only become binding when they are specified in the contract that has been concluded. If the offer refers to operating, assembly and maintenance instructions, these shall also apply.

2.4 We reserve all proprietary rights and copyrights to cost estimates, concepts, designs, drafts, drawings and other documents; these may be modified or made available to third parties only with our explicit approval. These documents must be returned to us upon request at any time and in any event if the order is not placed with us.

2.5 In the case of call-off orders, we are entitled to acquire materials for the entire order and to manufacture the entire amount of the order immediately. Any amendment requests on the part of the customer can therefore no longer be taken into account once the order has been placed unless this has been expressly agreed.

2.6 In case of doubt the Incoterms, as amended from time to time, govern the interpretation of commercial terms.

3. Samples, test parts, tools, costs and title

3.1 We reserve the right to charge for the samples and test parts and the tools required for their production unless otherwise agreed (see Clause 2.1). In case of doubt, payment falls due following acceptance of the initial sample, test part or tool. Unless otherwise agreed we will add the costs of procuring or manufacturing the tools required for series production to the invoice.

3.2 Unless otherwise agreed, all tools and devices manufactured or acquired by us shall remain our property, even if their procurement or manufacturing costs are borne in whole or in part by the Customer. We are not obliged to return tools or devices.

4. Service description

4.1 The requirements of the deliveries are determined in detail by performance indicators expressly agreed (e.g. specifications, markings, release instructions and other information). No warranty for a specific application, suitability for use, usage period, durability, functionality, compatibility, other subjective or objective requirements or conformity with sample or model is provided except where and to the extent expressly agreed in writing. In advance of an order, the customer is obliged to explicitly inform us regarding any material subjective and objective requirements of the delivery item. For the rest, the risk relating to the delivery item's suitability for purpose and application is the exclusive responsibility of the customer. We reserve the right to make minor or technically unavoidable changes to the physical and chemical parameters including colours, formulae, methods and the application of raw materials, as far as this is not unreasonable towards the Customer. This also applies to other insignificant deviations from the agreed requirements or impairments of the originally agreed use.

4.2 Accessories, packaging, assembly and other instructions, specifications or recommendations for inspection, storage, installation, testing, operation or maintenance (jointly: "manuals") shall only be part of the deliveries and be handed over by us if that (i) is expressly agreed or customary in the industry or (ii) can usually be expected according to the nature of the deliveries. The customer is obliged to install the delivery items in accordance with the state of the art. If there are any special requirements for installation and assembly, the customer shall inform us thereof prior to the conclusion of the contract. If the customer does not explicitly name any requirements in this respect, the installation risk shall be borne solely by the customer. We are entitled to hand over the manuals with the delivery or to refer to them in delivery documents (e.g. by referring to a relevant website). The customer is obliged to follow the manuals and to observe the relevant regulations such as standards of AFNOR or other industry standards

4.3 Neither such product information nor the performance indicators/applications expressly agreed release the customer from the obligation to test that the delivery item is suitable for its intended purpose.

5. Delivery, delivery period, place of performance, transfer of risk, default in delivery, acceptance and delay in acceptance of delivery

5.1 The contractual agreements made (see Clause 2.1) shall be decisive for the delivery date, method and volume of the delivery.

5.2 The delivery of goods is at FCA WAREHOUSE/FACTORY (Incoterms® 2020) where is also located the place of performance (also for any corrective performance). The goods may be sent to a different destination (sale by dispatch) at the customer's request and expense. If the export declaration is not made by the carrier designated by the customer, we will charge the local VAT to the customer.

5.3 Unless otherwise agreed, we are entitled to specify how delivery items are dispatched (in particular the transport company, the transport route, packaging). Packaging is invoiced at cost price. We do not take back transport and other packaging material. With the exception of transport pallets, such packaging material becomes the property of the purchaser. The goods are insured on the customer's request and at his expense.

5.4 The risk of accidental loss and of accidental deterioration of the goods passes to the customer at the latest when the deliveries are handed over. In the case of mail order sales at a location other than the place of performance however (see Clause 5.2), the risk of accidental loss and of accidental deterioration of the goods, as well as the risk

of delay shall pass to the carrier or to any other person or institution appointed to carry out the shipment upon delivery of the deliveries. Insofar as an acceptance has been agreed for the deliveries, such acceptance will be decisive for the transfer of risk. Furthermore, the statutory provisions of the Civil Code shall also apply, by analogy, to an acceptance if this has been agreed. If the customer is late in accepting the delivery item, this is equally deemed to be delivery or acceptance.

5.5 Delivery times are – even where a delivery date is agreed with the customer – only approximate and non-binding, unless the delivery date has been expressly agreed as a fixed delivery date, i.e. it has been specified in writing that the customer is no longer interested in the delivery once the specified date has passed. The delivery period for the goods shall not begin to run until the customer has provided the necessary technical data, supporting documentation, approvals or releases to be obtained by the customer or until we have received an advance payment, if applicable. The delivery time shall be deemed to have been met when the customer is notified in good time that the goods are ready for dispatch or collection. Compliance with the delivery period requires the customer to have met its contractual obligations to cooperate.

5.6 Where we have been unable to comply with binding delivery deadlines for reasons for which we are not responsible (non-availability of the item or service owed by us), we will promptly inform the customer of this and simultaneously give notice of the anticipated new delivery period. Where the item or service is unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will promptly repay any consideration already paid by the customer. Non-availability of the service shall be deemed to be, on the one hand, the failure of our supplier to deliver on time, if we have concluded a corresponding replenishing transaction, which is not attributable to a fault on our part or on the part of our supplier and if we have not undertaken to assume a specific procurement risk, and, on the other hand, if the suppliers or raw materials specified by the customer are not available.

5.7 The customer's rights under Clause 7 of these DPTC as well as our statutory rights, in particular in case of an exclusion of a performance obligation (e.g. on grounds of impossibility or unreasonableness of performance and/or corrective performance) shall remain unaffected.

5.8 In case the customer becomes subject to insolvency proceedings, or comparable proceedings under foreign law, experiences payment difficulties or if there is a significant deterioration of the customer's financial situation, we are entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts, unless the customer provides the respective consideration or, upon our request, provides appropriate securities.

5.9 In case the customer is in default of acceptance of the delivery or in culpable breach of any auxiliary obligations (e.g. owed acts of collaboration), we shall be entitled to claim compensation for the loss we have suffered as a result including additional expenses (e.g. storage costs) related thereto. We reserve the right to assert further claims. In case of the customer's default of acceptance of the delivery or default of payment, the risk of accidental loss or deterioration of the goods shall pass to the customer.

6. Warranty (claims for defects)

6.1 With regard to the customer's rights in the event of material and/or legal defects in the delivery (including delivery errors and under-deliveries, as well as defective assembly or faulty manuals) the statutory provisions shall apply, unless otherwise specified below. In all cases the special statutory provisions shall apply in the case of the final delivery of the unprocessed goods to a consumer.

6.2 The basis of our liability for defects is only the agreement made regarding the requirements of the deliveries (in particular the product descriptions contained therein, drawings and manuals). Notwithstanding this, our deliveries are not intended for installation in any kind of nuclear and similar applications (e.g. nuclear power plants); the use for such applications is only permitted if this was expressly confirmed by us prior to the conclusion of the contract; the customer is obliged to pass on these restrictions to its customers.

We accept no liability for public statements by third parties (e.g. advertising messages, test institutes, customers) in connection with the item supplied by us. In particular, the occurrence of a technically unavoidable leakage in the mechanical seal and the packings shall not be recognized as a product defect. Only after detailed examination of the actual operation conditions, the actual product version (e.g. production tolerances) and the actual installation conditions can it be decided, based on our experience and the state of the art, whether a leakage is unacceptably high and as such does not meet the requirements.

6.3 The customer can only assert claims for defects if he fulfils his obligation to inspect and test the goods and to report any defects. We must be promptly notified in writing if a defect becomes apparent during or subsequent to an inspection. This requirement is fulfilled if we are informed within two weeks of the discovery of the defect, whereby timely written notification is sufficient to meet the deadline. Our liability is excluded in relation to the defects not notified or not notified in time in those cases where the customer omits to carry out the proper inspection and/or notification of defects. This does not apply in the case of hidden defects, unless the customer is a professional in the same field as us.

6.4 We assume no warranty for insignificant deviations as described in Clause 4.1 or for defects in construction based on drawings, plans or other documents provided by the customer for defects caused by non-compliance with operating, installation and maintenance instructions, used outside the defined limits of use, unsuitable or inappropriate use or storage, inappropriate or negligent handling, installation or commissioning, natural or usual wear and tear or the intervention by the customer or third parties in the object of delivery. The same applies insofar as the defect can be attributed to unsuitable equipment or replacement, defective construction work, unsuitable ground for building, chemical, electro-chemical, electrical or operational factors, provided that we are not responsible for the same.

6.5 If the delivered good is defective, we may choose to provide corrective performance either by remedying the defect (repair) or by delivering of a defect-free item (replacement). This is without prejudice to our right, under certain statutory conditions, to refuse corrective performance. The customer may refuse corrective performance if this is not acceptable to him.

6.6 We are entitled to make the corrective performance dependent on payment by the customer of the price due. The customer shall have a right of retention only to the extent that it is in due proportion to the respective defect and provided that the customer's rights are based on the same contractual relationship.

6.7 The customer must give us the necessary time and opportunity to carry out the corrective performance owed and must, in particular, surrender the rejected delivery item for the purposes of inspection. Where we deliver a replacement item, the customer must return the defective delivery item to us in accordance with the statutory provisions. Corrective performance does not include the removal of defective goods or their installation, insofar as we were not originally obliged to install them.

6.8 Where a delivered good is defective, we bear or reimburse the costs of inspection and corrective performance, in particular the costs of transport, travel, labour and materials, with the exception of the costs incurred as a result from the fact that the goods have been transferred to a place other than the agreed place of performance after the passing of risk. The latter exception does not apply in case such transfer corresponds with the normal use of the goods and was known to us. We shall not bear or reimburse the costs of removal and installation, except in the case of a guarantee for hidden defects unless the customer is a professional in the same field as us. However, we may claim reimbursement from the customer of the costs (especially inspection and transport costs) incurred if it turns out that the customer's claim for the removal of defects was unjustified.

6.9 If the corrective performance has failed or if a reasonable period for the corrective performance to be set by the customer expires without results or if the setting of such a period of time is unnecessary according to the statutory provisions, the customer may withdraw from the contract or reduce the price. In the case of a minor defect, however, the right of withdrawal is excluded. If the customer wishes to claim damages, the corrective performance shall only be deemed to have failed after the second unsuccessful attempt.

6.10 The customer's claims for damages or reimbursement of futile expenditure only exist to the extent as stipulated in Clause 7; beyond that, they are excluded.

6.11 For delivery items for which it has been agreed that they will not be delivered in a new condition, the customer is not entitled to the guarantees provided for in this Clause 6.

7. Liability (claims for damages)

7.1. Unless otherwise provided in these DPTC (especially Clauses 7 and 8), we shall be liable for damages caused by the breach of contractual and non-contractual obligations in accordance with the statutory provisions applicable to claims for damages.

7.2 We shall be liable without restriction for damages caused by gross negligence or wilful misconduct on our part, or on the part of our legal representatives or vicarious agents, as well as for damages caused by the violation of the warranty for hidden defects, if the customer is not a professional in the same field as us.

7.3 Our liability for damages caused by simple negligence is excluded. The same applies to damages caused by the violation of the warranty for hidden defects, if the customer is a professional in the same field as us. We shall only be liable for:

a) damage resulting from injury to life, body or health for which we, our legal representatives or our vicarious agents are responsible;

b) damage resulting from any breach of a material contractual obligation within the meaning of Article 1170 of the Civil Code by us, our legal representatives or our vicarious agents. However, in this case our liability is limited in principle and in amount to the damage that we could reasonably have predicted upon entry into the contract given the circumstances we were aware of at that time. In any event, our liability for such damage is limited to 100% of the net contract price.

7.4 Other indispensable statutory liability provisions, in particular the product liability provisions (Art. 1245 ff. of the Civil Code) remain applicable.

7.5 We are liable in accordance with the above provisions in this Clause 7 for damages resulting from infringements of intellectual and/or industrial property rights in connection with the sale or use of the delivery item, insofar as such intellectual and/or industrial property rights, valid and published in France at the time of delivery, are infringed by the use of the delivery item in accordance with the contract. This provision does not apply where we manufactured the goods in accordance with drawings, models, samples or other descriptions or information from the customer and did not know or were not obliged to know that third parties' intellectual and/or industrial property rights would thereby be breached. The customer is obliged to inform us immediately of any potential or suspected infringement of intellectual and/or industrial property rights of which he becomes aware and undertakes to indemnify us and hold us harmless against any claims by third parties associated with the documents he has supplied as well as any costs and expenses incurred in connection therewith. If third parties invoke intellectual and/or industrial property rights and, in particular, prohibit us from manufacturing and delivering products manufactured in accordance with the customer's documents within the meaning of Sentence 2 above, we shall be entitled - without being obliged to examine the legal situation - to cease all activity in this respect and to claim damages in accordance with the statutory provisions (see also Clause 12).

7.6 The customer only has a right of recourse against us to the extent that he has not entered into any arrangements with his buyer that go beyond the claims for defects and liability provisions provided by statutory law. Unless otherwise agreed in writing, to the extent the customer has any potential right of recourse against us, the provisions of Clauses 6 and 7 apply accordingly.

7.7 The customer's right to terminate the contract for convenience is excluded.

8 Force majeure

8.1 "Force majeure" means the occurrence of an event or circumstance that prevents a party ("affected party") from performing one or more of its contractual obligations under the relevant contract, including these DPTC, if and to the extent that the affected party proves that (i) such impediment is beyond its reasonable control, and (ii) his impediment could not reasonably have been foreseen at the time of the conclusion of the relevant contract, and (iii) the effects of such impediment could not reasonably have been avoided or overcome by the affected party (e.g. natural disasters, war, acts of terrorism, acts of sabotage, epidemics, government measures, embargoes, sanctions, strikes, business interruptions). It should be noted, that the existence of an event of force majeure is not excluded merely because this event directly affects one of our suppliers.

8.2 To the extent and for the duration of force majeure, the affected party is released from its obligations and from any liability in connection with deliveries (e.g. due to delayed performance) from the time of the occurrence of the force majeure event, with the non-affected party being informed of this. In this case, inter alia, we reserve the right to reduce quantities in the case of deliveries of goods, if the force majeure causes a production stoppage, or if we ourselves are not supplied (in good time).

8.3 If the duration of the force majeure results in a party being deprived of what it had reasonably expected as performance under the contract in question, or if the effects of force majeure exceed an uninterrupted period of 120 days, either party shall have the right to withdraw from the contract in question by written notification to the other party with full discharge.

8.4 The provisions in this Clause 8 do not entail any form of extension of the heads of liability under Clause 7. Nor do they prevent the affected party from asserting other legal instruments or exceptions applicable in the context of a disruption of performance (e.g. impossibility or unenforceability of performance, unforeseeable circumstance).

9 Prices and payment

9.1 Unless otherwise agreed in writing, our prices are understood to be in EUR, FCA WAREHOUSE/FACTORY (Incoterms® 2020), plus statutory VAT and packing costs. Our invoices are payable immediately without discount. No deduction may be made from the balance unless previously agreed in writing. We retain the right to transmit invoices electronically. We are not obliged to accept cheques or other promises of payment. Their acceptance is always on account of performance. We do not accept payment by bill of exchange.

9.2 Unexpected and significant changes in the costs of raw materials, labour, energy or other costs for which we are not responsible, entitle us to make price adjustments accordingly. The customer will be given prior written notice of the relevant adjustment. At the same time, the customer will be expressly advised that unless an objection is received in writing within a term of two weeks from the notification of the adjustment, the relevant adjustment will be incorporated into the existing contract between the parties. If the customer objects, each party is entitled to terminate the contract in writing within a notice period of ten business days. An adjustment of the price in accordance with the above provision is excluded, insofar as it concerns a price increase for deliveries to be made within four months of the conclusion of the contract.

9.3 In case of partial deliveries each delivery may be separately invoiced. Where no prices have been agreed upon the entry into the contract, the applicable prices are those applicable on the day of the conclusion of the contract (see Clause 2.1).

9.4 Payment is deemed received on the date on which we receive the invoiced amount or is credited to our bank account. If the customer is in default, we may charge interest on arrears at the rate provided for by law (in the case of a monetary claim, this rate shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points in accordance with Article L.441-10-II of the French Commercial Code). The right to assert other claims for compensation (e.g., a flat-rate compensation of €40 for collection costs in accordance with Article L.441-10-II and Article D.441-5 of the Commercial Code) or other formal rights shall not be affected.

9.5 We do not pay interest on advance payments or payments on account.

10. Assignment and right of retention; set-off

10.1 The customer is entitled to assign its claims arising from the contractual relationship with us only with our prior written consent.

10.2 Withholding payment or offsetting (including invoice reductions) on the basis of any counterclaims by the customer which are disputed by us or which have not been established by a final and binding court decision shall not be permitted; Clause 6.6 remains unaffected.

11. Retention of title

11.1 Until settlement in full of all our current and future claims arising from the contract for the deliveries (secured claims), we reserve title to the goods sold to the customer (reserved goods). Should the retention of title need to be entered in a public register or the effectiveness of the retention of title otherwise requires the customer's cooperation, the customer is obliged to undertake the necessary acts of cooperation at its own expense.

11.2 The customer shall treat the goods subject to retention of title with due care and shall be obliged to insure them adequately against fire, burglary and other usual risks at its own expense. If maintenance and inspection work has to be carried out, the customer shall carry this out in due time at its own expense. The reserved goods may neither be pledged nor transferred by way of security to third parties prior to the settlement of the secured claims in full. The customer must immediately notify us in writing if and to the extent that a third party obtains access to the reserved goods (e.g. by way of seizure).

11.3 In the event of the customer's breach of contractual obligations, in particular in case of non-payment of the due purchase price, we shall be entitled, under the statutory provisions, to withdraw from the contract and/or demand the return of the reserved goods on the basis of retention of title. The claim for return is not automatically considered to be also a notice of withdrawal from the contract; rather, we are entitled just to demand the return of the goods and to reserve the right of withdrawal. Where the customer does not pay the due purchase price, we may only enforce these rights, if we have previously set the customer a reasonable payment deadline or the setting of such a deadline is not required under the statutory provisions.

11.4 Until revocation, the customer is entitled to sell and/or process or combine the goods subject to retention of title in the context of its normal commercial operations. In this case, the provisions of Art. 2369 ff. of the Civil Code shall apply.

We undertake not to revoke the customer's authorisation to resale or process the reserved goods as long as the customer (i) is neither in whole nor in part in default with the performance of its secured payment obligations, (ii) does not experience cash flow problems due to a material deterioration in its financial situation and (iii) duly fulfils his contractual obligations towards us.

11.5 Where the attainable value of the existing securities exceeds our claims against the customer by more than 10%, we will release securities of our choice upon the customer's request.

12. Limitation periods

12.1 In deviation from Article 2224 of the Civil Code, the general limitation period for claims arising from material and legal defects in accordance with Clause 6 shall be one year from delivery, respectively one year from notice that the item is ready for dispatch, if the customer has to collect the delivery item; this also applies – however subject to Clause 12.2 – for reimbursement claims of the customer (see Clause 7.6). Where an acceptance was explicitly agreed, the limitation period begins from the date of acceptance, unless otherwise agreed. This derogation shall also apply within the scope of the warranty for hidden defects, if the customer is a professional in the same field as us.

12.2 If, however, the object of the delivery is a work, part of a work or a piece of equipment designed and produced to meet specific, predetermined requirements in service (EPERS), the limitation period is ten years from acceptance in accordance with the law (art. 1792-4-1 Civil Code). The specific legal provisions concerning the warranty for hidden defects (art. 1648 Civil Code) remain applicable, if the customer is not a professional in the same speciality as us.

12.3 Other claims for damages by the customer under Clause 7 of these DPTC are exclusively governed by the statutory limitation periods.

13. Industrial property rights of third parties

13.1 If the goods are to be delivered according to drawings or plans provided by the customer, the customer shall be liable for the absence of industrial property rights, copyrights or other rights of third parties. He shall ensure that their use does not violate the intellectual property of a third party or legal provisions or official prohibitions, unless this is clearly not attributable to a fault of the customer.

13.2 To the extent of its liability under Clause 13.1, the customer is obliged to indemnify us and hold us harmless against all claims brought against us by third parties in connection with the deliveries.

This obligation also extends to all expenses incurred as a result of or in connection with the action of a third party.

14. Confidentiality

14.1 "Confidential Information" includes – regardless of the form (written, verbal, electronic, etc.) – any information, formulations, drawings, models, tools, technical records, processes, presentations, software or other technical or commercial know-how or deliverables made available by us or output thereby obtained, insofar as they are marked as confidential or their confidential nature results from the circumstances of the disclosure or the nature of the information. However, information shall not be deemed to be confidential information in this sense, if (i) the customer has developed it itself and independently of the receipt of confidential information from us, (ii) it was public knowledge at the time of its disclosure or becomes public knowledge later through no fault of the customer, (iii) it was already known to the customer or becomes known later without any breach of law recognisable to the customer, (iv) there is an administrative or judicial order or other obligation of disclosure or a legally mandatory right of disclosure for it. The customer is obliged to inform us immediately and under enclosure of the necessary evidence, if he wishes to invoke one of the above exceptions against us.

14.2 The customer is obliged to keep all Confidential Information secret, also after the termination of the business relationship and such information must not be used inside the customer's own business for purposes which go beyond the concrete purpose of the contract entered into with us. The Confidential Information may only be made directly or indirectly accessible to such persons who must, in the context of the business relationship, have knowledge of the Confidential Information and are bound by an obligation of confidentiality under the requirements of this Clause 14 to the extent permitted by law. Beyond the purpose of the contract, the Confidential Information (in particular cost estimates, projects, construction drawings, progress reports, process descriptions and analyses of materials made available) must not be amended, duplicated or published without our approval and must not be used to register own property rights (e.g. patents or designs) or those of a third party.

14.3 Furthermore, product samples, prototypes, etc. provided by us must not be analysed, decompiled, modified or disassembled with regard to their composition ("reverse engineering"), either by the customer itself or by third parties, unless this is technically absolutely necessary for the realisation of the project.

14.4 We reserve all rights to the Confidential Information disclosed by us, in particular property rights and copyrights; any kind of licence thereto requires a separate agreement. All documents submitted by us in connection with offers must be returned at our request at any time and in any case if the order is not placed with us. The customer shall not be entitled to a right of retention with regard to Confidential Information or corresponding documents or materials.

14.5 The agreed protection of confidential information pursuant to this Clause 14 is independent of and supplementary to the applicable statutory provisions on the protection of information (e.g. in accordance with Art. L.151-1 et seq. of the Commercial Code).

15. Compliance, export controls

15.1 Regarding the existing business relationship with us, the customer undertakes to comply with all legal provisions applicable to him and with the specifications of compliance or other codes notified to the customer by us. In particular, the customer undertakes not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organisations or any other criminal or anti-constitutional organisations and to establish appropriate organisational measures to implement applicable embargoes, the European regulations against terrorist and criminal acts and the respective requirements under US law and/or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once the goods leave our relevant premises, the customer is solely responsible to ensure compliance with the provisions cited above and shall indemnify and hold us harmless against all actions brought against us and all costs incurred (including reasonable legal and consultancy fees or court fees or fines resulting from the said legal breaches) based on a legal breach in this respect on the part of the customer, its affiliated company or employees, representatives and/or vicarious agents, unless such breach is not attributable to the customer's fault.

15.2 We refer to the fact that the validity of our offer or the customer's order is subject to the issuance of an export permit by the authorities. An agreed delivery date is also subject to the availability of an export permit. Therefore, when placing the order the customer should take into account that this could lead to postponements of delivery dates that are beyond our control. In case of any subsequent export the customer is solely responsible to comply with the relevant export control provisions, e.g. the verification of the recipient or end user. For the export to embargo countries, the foreign trade law requirements must be observed, in particular with any applicable export control regulations under German, EU and US law.

16. Place of performance, jurisdiction and applicable law, arbitration clause

16.1 The place of performance for all rights and obligations arising from the contractual relations, in particular from our deliveries, is the relevant site from which delivery is made. **Any dispute that may arise between the customer and us concerning the validity, interpretation, performance or, more generally, the contractual relationship shall be subject, in the first instance, to the jurisdiction of the International Commercial Chamber of the Commercial Court of Paris, and, in the event of an appeal, to the jurisdiction of the International Commercial Chamber of the Court of Appeal in Paris.** We and the customer agree that the protocols setting out the manner in which cases are heard and determined before these chambers shall apply. However, we shall also be entitled, at our option, to summon the customer to the place of its registered office.

16.2 In case the customer has its registered office outside of France, then we shall also be entitled, at our discretion, to have all disputes arising out of or in connection with these DPTC and the business relationship with the customer finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with said Rules, thereby excluding any possibility of recourse to the courts of the state. The arbitral award will be final and binding on the parties. The seat of the arbitral tribunal is in Paris. The arbitration proceedings shall be conducted in English.

16.3 French law shall apply exclusively to these DPTC and to the entire legal relations between us and the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral or multilateral agreements for the purpose of unifying international sales law is excluded.

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