



TERMS AND CONDITIONS OF SALE 2018

1 – SCOPE

The Admission Request and the Stand Purchase Order (hereinafter the Contract) and these Terms and Conditions of Sale (Terms), govern the relationships between the company COGES (hereinafter "the Organiser") and any legal entity wishing to occupy a Stand (hereinafter "the Exhibitor" or "Co-Exhibitor") during the Eurosatory Exhibition 2018 (hereinafter the "Exhibition").

The Exhibition is organised by COGES (Commissariat General aux Expositions et aux Salons of the GICAT), a French limited liability company with capital of €1,000,000, located at 65, rue de Courcelles, 75008 Paris, France, registered with the Paris Trade and Companies Registry under number 403 070 949. All correspondence must be sent to COGES – 65, rue de Courcelles, 75008 Paris, France.

The Terms are accessible and available for download from the Exhibition website www.eurosatory.com/Download Documents.

By signing these Terms, the Exhibitor or Co-Exhibitor unconditionally accepts the application hereof. It thus represents that it has had sufficient time to read these Terms, that it has understood them and that they reflect the contractual conditions that it agrees will apply in its relationship with the Organiser.

Unless otherwise negotiated by the Parties, no specific condition shall prevail over these rules without the formal, written acceptance of the Organiser.

Therefore, any condition to the contrary agreed by the Exhibitor with a third party shall not, unless accepted in writing, be enforceable against the Organiser, irrespective of the moment at which the latter is informed thereof.

These Terms are established in accordance with the principle of transparency that governs relations between the Organiser and the Exhibitor or Co-Exhibitor and form the basis of the negotiation between the parties and the framework for their business relationship, pursuant to the provisions of Article L.441-6 of the French Commercial Code.

Validation of the Terms particularly carries acceptance of the prices and schedules chosen by the Exhibitor in the purchase order.

In accordance with the provisions of Article L. 442-6, 1, 2 of the French Commercial Code, the Exhibitor or Co-Exhibitor shall not subject or attempt to subject the Organiser to any obligations which could entail a significant imbalance in the rights and obligations of the parties. The Exhibitor or Co-Exhibitor shall also refrain from requiring the Organiser to align its terms and conditions with commercial terms and conditions that the Exhibitor or Co-Exhibitor consider more favourable and which may have been granted, individually, to other Exhibitors or Co-Exhibitors.

This contract shall not, under any circumstances, be construed as being governed by the provisions of the French Civil Code and/or the Commercial Code relative to civil or commercial leases.

2 – CONDITIONS OF PARTICIPATION

Any request for admission to the Exhibition implies the Exhibitor's unconditional acceptance of:

- legislation and regulations applicable in France particularly those concerning Trade Fairs and Exhibitions held in France;
- these Terms, where applicable as amended by negotiations between the parties;
- the stand purchase order;
- the guidelines contained in the 2018 Exhibitor's Manual (available summer 2017);

And particularly:

- French legislation on labour (particularly the employment of foreign workers) and on the temporary use of radiofrequencies,
- Health and Safety rules, the provisions of the General Health & Safety Coordination Plan/Suppliers Health & Safety Coordination Plan, the Exhibitor Safety Instructions, and any memos or rules relating to safety on the assembly and disassembly site, available on the Exhibition website www.eurosatory.com/Download Documents
- rules relating to the construction of the stands and specific provisions concerning upstairs exhibition spaces and rights of way,
- environmental impact compensation and mitigation measures, particularly by reducing waste (reuse of packaging and of certain construction and decorative materials), and managing site waste (sorting for selective collection),
- access control measures implemented for secure areas of the Exhibition, facility surveillance and guarding measures and security measures for displayed equipment,
- the obligation to feature in the Exhibition Catalogue produced by the Organiser, such entry being free of charge,
- any new provisions that may be dictated by circumstances and that the Organiser reserves the right to notify to the Exhibitor, even verbally.

3 – THE EXHIBITION

The Exhibition shall take place from **11 to 15 June 2018** on the site of the Paris Nord Villepinte Exhibition Centre, at the times stipulated in the Exhibitor's Manual.

Modification of times

In a case of force majeure or if requested by any administrative authority and/or for safety reasons, the Organiser may change the date, venue, length and opening times of the Exhibition without such change giving rise to any compensation.

The Exhibition is for professionals only.

Visitors are admitted only by invitation and upon production of an ID document. Minors under the age of 16 are not admitted to the Exhibition.

Cancellation of the Exhibition

Should the Exhibition be cancelled owing to a case of force majeure, Exhibitors or Co-Exhibitors will not be granted any compensation and the Contract will be cancelled *ipso jure* upon simple notification given by one Party to the other.

Force majeure shall mean all compelling events or circumstances that are external to the parties, unforeseeable, inevitable, and beyond the parties control and that, in spite of all reasonably possible efforts, cannot be prevented by the latter: earthquakes, fires, storms, flooding, lightning, interruption of telecommunications networks or difficulties specific to telecommunications networks external to clients, or the blocking of means of transportation or supply.

Any decision of a French public authority banning the opening of the Exhibition for security or safety reasons shall be equally deemed a case of force majeure or a fortuitous event, in addition to those usually upheld as such by the French courts and tribunals.

4 – CONTROL AND CONDITIONS OF PARTICIPATION

The Organiser shall check the admission of companies and the presentation of equipment at the Exhibition in order to verify the quality and compliance of the Exhibitors and Co-Exhibitors and exhibited products and equipment with the Exhibitions and Trade Fairs Rules and Regulations and French regulations in general (labour law, foreign workers, work site safety, waste management, use of radiofrequencies).

Companies

Exhibitors and Co-Exhibitors must satisfy the following two cumulative criteria:

- have their registered office in a country recognised by the international community and not subject to an embargo with regard to Defence and Security equipment,
- carry on, in at least one of the countries authorised to exhibit, as a complete equipment manufacturer, component manufacturer, systems provider, sub-contractor, supplier or service provider, one or more activities relating to land and air-land Defence and Security, as defined hereinafter:
 - ✓ design, development, production, maintenance, renovation, upgrading, use and implementation of equipment and its environment;
 - ✓ production and transformation of materials, tools and equipment;
 - ✓ development of specific high-tech applications, products or skills;
 - ✓ equipping, training and supporting user personnel;
 - ✓ providing services or consulting for promotion, sale, financing, export and cooperation (particularly agencies, institutions, offices and organisations recognised by the governments of the countries authorised to exhibit);
 - ✓ publishing Defence and Security documentation, reviews, catalogues, websites and directories.

Agents or intermediaries not officially recognised by one of the countries authorised to exhibit, as specified above, are excluded.

The admission of companies or organisations having their registered office in an embargoed country decided by the United Nations (UN), by the European Union (EU) or by the French authorities is subject to a specific decision depending on the nature of such embargo.

The Organiser reserves the right to accept or refuse the companies or organisations wishing to exhibit, with no appeal possible and without any compensation.

The Organiser shall not be held liable for decisions made by French authorities (Customs) concerning the import of equipment from any country whatsoever; the Exhibitor is responsible to taking all necessary measures in anticipation of these decisions.

Products

The proposed equipment and products must:

- by their nature or effects, comply with the commitments made by France;
- and fall within the scope of one of the sections of the Classification of products & services, as detailed in the Exhibitor's Manual: Exhibition Rules and Regulations and on the Exhibition website: www.eurosatory.com/exhibiting.

Services, advice or documentation must relate to the fields of Defence or Security.

No real munitions may be presented at the Exhibition.

Control and verification

The Organiser and the French Ministry of Defence shall check that companies, and exhibited equipment, products or services comply with the

defined regulations immediately before the Exhibition commences. During this inspection, each person responsible for a stand, or his/her qualified representative, must be present at the exhibition space.

Any Exhibitor or Co-Exhibitor that is forbidden to exhibit an item of equipment or a product shall not, under any circumstances, hold the Organiser responsible therefor nor claim any compensation of any kind.

5 – EXHIBITOR OR CO-EXHIBITOR STATUS

A company or organisation wishing to exhibit its equipment and products at the Exhibition may do so under two statuses, either as Exhibitor or Co-Exhibitor.

Exhibitor:

An Exhibitor rents an exhibition space from the Organiser and pays participation fees. He is authorised to host on its space as Co-Exhibitors one or more companies whose business meets the Exhibition admission criteria set out in section 4. An Exhibitor that rents a space in a pavilion or a cluster is considered a direct Exhibitor.

- Within the framework of an exhibition under the banner of a national pavilion, the Exhibitor must have the same nationality as the pavilion, as justified by the address of the latter.
- Within the framework of an exhibition under the banner of a regional pavilion, the Exhibitor shall belong to the same region as the pavilion, as justified by the address of the latter.

Co-Exhibitor:

A Co-Exhibitor does not have its own stand and displays its equipment and products on the space provided by an Exhibitor within its own stand. The Co-Exhibitor shall have at least one person at the stand at all times to present its equipment and products. Such person must wear a badge bearing the company's name. The hosting Exhibitor shall be responsible for the admission formalities and payment of participation fees for its Co-Exhibitor(s).

The Exhibitor contracting directly with the Organiser is responsible for the entire stand and for ensuring that its Co-Exhibitors sign and comply with the Terms. An Exhibitor undertakes not to host any Co-Exhibitor at its stand without first having registered the latter with the Organiser.

6 – PARTICIPATION AND PAYMENT FORMALITIES

The deadline for placing orders is **31 October 2017**.

The Organiser reserves the right to accept a request for registration after 1 November 2017 subject to availability of spaces or types of stands. In this case, the Exhibitor agrees to comply with the conditions of registration and payment set forth below.

The process is as follows:

- a company or organisation that has never exhibited at Eurosatory makes a request for admission as Exhibitor on the Exhibition website (www.eurosatory.com) (online form) or by email to (admission@eurosatory.com) enclosing a copy of its company registration certificate mentioning the address as well as a copy of the passport of the person responsible for the stand.
- the Organiser examines the request, makes a decision that is beyond appeal and, as applicable, allocates the company or organisation a login and a password. A company that has already exhibited at Eurosatory is not required to make this admission request and will automatically receive a login and password.
- the company or organisation completes and validates the online purchase order after reading these Terms. This purchase order will not automatically be accepted by the Organiser;
- upon receiving the online purchase order, an automatic acknowledgement of receipt is sent by the Organiser with a summary of the said order;
- admission is confirmed by the Organiser when the Exhibitor or Co-Exhibitor has either signed the Terms electronically, or has initialled, signed and returned them by post to the Organiser
- subject to consideration and acceptance by the Organiser of the specific terms of the purchase order, the Organiser sends an invoice for the down payment of 50% of the total order amount which the Exhibitor undertakes to pay to the Organiser on receipt of the invoice (including VAT, in accordance with regulations in force), either online or by any other means available to it (bank transfer, cheque); An offer of an exhibition space may only be validated once this down payment has been made;
- the Exhibitor shall validate the exhibition space proposal in the manner specified on the plan (PDF version which includes the deadline for acceptance of the space). Exhibitors' spaces will only be validated after payment of the total amount of the participation fee, payable at the latest by 31 January 2018;
- the Exhibitor shall follow the technical procedures and undertakes to provide, within the times specified in the order forms, all the elements (construction project, signs, etc.) necessary for the final validation of its technical specifications.

Payment of the balance

Deadline for payment of the balance: **by 31 January 2018 at the latest**.

As of 1 February 2018, to be accepted by the Organiser, any order must include payment of 100% of the total amount including VAT, in accordance with the invoice sent by the Organiser.

The allocation of the stand shall be considered finalized and permanent on the date of payment of the total amount of the order by the Exhibitor.

Failure by an Exhibitor to pay the balance on the agreed date shall entail cancellation of the Contract attributable to the Exhibitor.

The Organiser shall retain all amounts already received by way of lump-sum indemnity in full discharge for the loss sustained by it as a result of the cancellation.

The Exhibitor represents that it is able to pay the balance in full without knowing the specifics of its space, of its stand, etc.

Security deposit

A security deposit is payable for the hire, be it in halls or outdoor, of any bare exhibition space larger than 50 m², pavilion or chalet. It is intended to cover any space and or premise rehabilitation costs.

The security deposit (ex-VAT) is calculated on the invoice for the balance due. The refund of the security deposit, less the costs of reconditioning is made upon settlement of accounts after the exit inventory (a hand-back certificate is executed by the technical office of the Organiser upon recognition and upon restitution).

Inventory deposit

For each exhibitor having a bare surface stand in a hall or outdoors, it is an obligation to sign and entry and exit inventory with a person from the technical office. The exhibitor can be represented by his stand builder committing the responsibility of the exhibitor.

The inventory certificate will be signed by the exhibitor or his representative when arriving on site and then leaving. Any exhibitor taking over his stand location without doing the entry inventory will have an access denied to his stand area.

Before the draw up of the entry inventory, the stand responsible who is present (exhibitor, stand builder or the person designated by the exhibitor) will have to pay an inventory deposit in order to assure the good holding of those mandatory inventories.

After payment, a voucher with an official number will be put back and must be kept to get back the deposit during the exit inventory.

This inventory deposit will be returned after the report of the stand exit inventory done with a person from the technical office and the exhibitor or the authorized representative (even if damages and or waste are noticed on the stand area or not).

If the exhibitor or his authorized representative is not present for the exit inventory, the security deposit will be kept by the Organiser.

If damage and or waste are noticed during the exit inventory, the cost loaded by the exhibitor will be deducted from his security deposit paid with the invoice balance or will be the object of an additional invoice

The amount of the "inventory deposit" is

500 euros for a surface smaller than 50 sqm

1000 euros for a surface between 51 sqm and 250 sqm

2000 euros for a surface bigger than 251 sqm

The inventory deposit will have to be paid by credit card (Visa, Mastercard or Amex) or by check at the technical office on site. Cash is not accepted.

It will only be collected if there is a breach of the exit inventory procedure.

7 – PARTICIPATION PACKAGES

The Participation Packages for an Exhibitor and a Co-Exhibitor include the following services:

- Electronic invitations
- Exhibitor and Co-Exhibitor badges / company visitor badges
- Entry in the catalogue, presentation of the company and products; distribution of 20,000 copies
 - ✓ Exhibitor's name and contact details
 - ✓ 7 lines of text in French and/or in English
 - ✓ 7 product or service classification sections
 - ✓ 3 photos + 5 lines of text
- A press service and use of the Press/Media mailboxes to target your communication to the media of your choosing.
- Defence and Security Business Meetings
- Strategy consulting
- Exhibitor/Visitor Contact Service
- Access to conferences organised by COGES
- Exhibitor Official reception (number of invitations depending on surface area)
- Stand cleaning (accessible parts)
- Insurance (according to the Terms and the Exhibitor's Manual).

8 – SPACE MANAGEMENT

Space allocation

The Organiser remains free to define the allocation of spaces.

Spaces are allocated taking account of the general lay-out chosen for the Exhibition, local requirements, the type of equipment to be displayed and, as far as possible, any wishes expressed by the Exhibitor which shall be taken into consideration in the order in which registrations are received with payment.

The Organiser reserves the right, up to 11 May 2018, to change the initial distribution and the location of the space already allocated or to change the dimensions thereof. It shall not be held responsible for any differences that may arise, following the lay-out of the premises or new rights of way, between the dimensions announced on the plans and the space(s) actually made available to the Exhibitor.

These changes made after the signing of the Contract will take place within the framework of dialogue between the Organiser and the Exhibitor.

The participation of an Exhibitor in a previous Eurosatory Exhibition will not grant any preferential or special right to the allocation, size, location or layout of an exhibition space.

Use of space

Exhibitors are not authorised to assign or sub-let all or any part of the space allocated (except to their registered Co-Exhibitor(s)) without the prior, written agreement of the Organiser.

Exhibitors may not, under any circumstances, use the space allocated to them to promote, in any form, any companies not registered for the Exhibition.

Any Exhibitor hosting on its stand a company that is not registered as a Co-Exhibitor may be immediately excluded, without compensation and without prejudice to the Organiser's other rights and actions. The Organiser shall retain the amounts paid by the Exhibitor.

9 – TERMINATION OF THE CONTRACT

A – Termination by the Exhibitor:

It is agreed that in the event of cancellation by the Exhibitor, the Contract shall be terminated. The Exhibitor shall send the request for cancellation by registered letter with return receipt requested, together with all supporting documents.

The Organiser shall be entitled to payment of compensation in the manner stipulated below:

- 50% of the total amount of the order including VAT shall be due for any cancellation notified by 31 January 2018

In the event of cancellation notified on or after 1 February 2018, the Organiser shall retain the entire amount of the order including VAT for the costs already incurred and even if the Organiser re-lets the exhibition space after the termination. The Organiser reserves the right to claim and/or invoice the company for the cancellation costs as defined in the paragraph above.

The Co-Exhibitor shall not be entitled to any refund from the Organiser in the event of cancellation by the Exhibitor.

B- Termination by the Organiser

In the event that the Exhibitor breaches any of its contractual obligations or any legal or regulatory provisions, or in the event that the Organiser becomes aware of new information which, if it had been known from the very beginning, would have been a ground for denying its admission, the Organiser may give formal notice and, where such notice remains unanswered for ten (10) days, terminate the Contract, which results for co-exhibitor the impossibility to exhibit. The notice period may be reduced where necessary to take account of the date on which the Exhibition is due to be held.

Except for cases of cancellation for force majeure as defined in section 3 and the case of termination resulting from a prohibition or denial of authorisation by the French authorities, the termination of the Contract by the Organiser shall entail repayment by the latter of all sums paid to it by the Exhibitor under this Contract.

Such repayments shall be made without prejudice to damages that the Exhibitor may claim for the loss sustained as a result of the termination of the Contract.

The Organiser is not obliged to give the Exhibitor concerned the grounds for such a termination.

10 – INSURANCE

A - Organiser's insurance

✓ Third-party liability insurance

The Organiser has taken out an insurance policy covering its third-party liability in the event of bodily harm, property damage and consequential loss that it, or the persons for which it is liable, may cause to any natural or legal persons present on the site.

✓ Equipment insurance

The Organiser has taken out an insurance policy to cover, throughout the assembly, opening and disassembly of the Exhibition, all equipment statically exhibited, and all outdoor and indoor facilities constructed for the Exhibition. This insurance covers loss and/or damage caused to the insured property by fire, lightning, explosions, water damage, storms, riots, malicious acts, vandalism and attacks. It does not cover theft, breakage or any other loss and/or damage (subject to the exclusions indicated in the said policy and within the limits of the insured amounts).

An insurance certificate listing the insurance cover shall be sent to any Exhibitor so requesting as soon as the Organiser has signed the Contract. A copy of the said insurance policy is available to Exhibitors at the "Commissariat Général" office of Eurosatory 2018 at the Villepinte Exhibition Centre, and may be consulted as soon as the assembly work has begun.

The above-mentioned insurance cover is taken out independently of any insurance cover taken out by the Exhibitor (breakage, theft, loss, etc.).

Any Exhibitor requiring information about the Organiser's insurance policies may contact the firm DIOT. Contact person: Emma BELLAN (Phone: +33 1 44 13 95 87 / Email: ebellan@diot.com). Exhibitors may also enquire to this company for any further insurance needs.

B - Exhibitor's insurance

The Organiser shall not be liable for any damage that the Exhibitor may cause to third parties, or for damage caused to their property.

The Exhibitor is required to take out insurance for its third-party liability as part of its presence at and participation in the Exhibition, to cover any bodily harm, property damage and consequential loss that it, or the persons for which it is liable, may cause to any natural or legal persons

present on the site, and particularly during the static displays and live demonstrations.

The Exhibitor shall also take out all other insurance policies that are customary for such events and made necessary by the risks incurred as a result of its participation in the Exhibition, and particularly:

- ✓ a property damage policy covering the property belonging or entrusted to it in the event of theft, vandalism, breakage, loss and/or physical damage, insofar as it is not covered by the insurance policy taken out by the Organiser,
- ✓ a Cancellation Insurance policy covering its costs that cannot be recovered in the event of Cancellation of the Exhibition.

Information: In the event of theft/vandalism, the Exhibitor may lodge a complaint with the local Police Station (Villepinte).

The Exhibitor shall check that any Co-Exhibitor(s) present on its stand has/have taken out all necessary insurance.

11 – CUSTOMS

Each Exhibitor is responsible for accomplishing the temporary admission customs formalities for equipment and products arriving from abroad (temporary admission) - (refer to the Exhibitor's Manual part 2: military equipment temporary import authorisation). The attention of Exhibitors from embargoed countries is drawn to the fact that administrative decisions (Customs) may jeopardise their participation in the Exhibition. The Exhibitor must take all necessary steps for the import and re-export of its equipment in respect of all countries of transit.

The Organiser shall not be held liable for any difficulties that may arise in accomplishing such formalities.

The Organiser shall not be liable to the Exhibitor in the event that prohibitions or denied authorisations stipulated by French authorities prevent it either from taking part in the Exhibition or from displaying some of its equipment.

Therefore, in this case, the Exhibitor is required to pay, on account of the costs already incurred and including in the event of re-letting, 100% of the amount of its order (VAT included), without prejudice to any additional damages that may be claimed.

12 – INTELLECTUAL PROPERTY AND PUBLICITY RIGHT

The Exhibitor warrants the Organiser that it holds the intellectual property rights in and to the equipment, products designs and brands exhibited during the event and that it complies with legal provisions in force.

The Exhibitor is informed that films and/or photographs will be taken or made on the sites of the Exhibition. Such films and/or photographs, on which the logos, brands and products displayed by the Exhibitor may appear, are likely to be used by the Organiser to promote its events by any means whatsoever and on any media. If the Exhibitor does not want some of its logos, brands or products to appear in the films, photographs or documents used to promote events organised by the Organiser, it must inform the Organiser thereof prior to the opening of the Exhibition. The Co-Exhibitor must also inform the Organiser in the same manner.

An Exhibitor or Co-Exhibitor wishing to take photographs of the Exhibition, other than their own stand and equipment, must first inform the Organiser thereof in writing. An Exhibitor or Co-Exhibitor wishing to broadcast music or recorded sounds at their stand must first obtain the Organiser's permission and undertake not to disturb their immediate neighbours or the smooth running of the Exhibition. The Organiser shall have the right to take any necessary measures to stop any disruption.

The Exhibitor or Co-Exhibitor concerned warrant that they have made the necessary declarations to the SACEM (company responsible for music performing rights/broadcasting and recording) and made all relevant payments - cf. Exhibitor's Manual.

The Exhibitor shall indemnify and hold harmless the Organiser from and against any third-party action and/or claims brought as a result of its failure to fulfil its obligations.

13 – DATA PROTECTION ACT

In accordance with the French Data Protection Act of 6 January 1978, participants in the Exhibition are entitled to access, rectify, contest and delete data relating to them, and they may exercise their rights by contacting COGES, 65 rue de Courcelles 75008 Paris. They may object to such data being disclosed to third parties.

14 – UNFAIR COMPETITION

The Exhibitor expressly agrees, throughout the event, not to engage in any unfair competition, such as any surveys conducted outside its stand, and/or any activities that could divert visitors from the event in its favour and to the detriment of the Organiser.

15 – COMPLAINTS

The Organiser may not be held responsible for services that are directly provided by VIPARIS at the Paris Nord Villepinte Exhibition Centre, i.e. electricity, water, gas, compressed air, fluid discharge, telephone connections, Internet access, slings and attachments.

As regards the official evening reception of Eurosatory, an Exhibitor or Co-Exhibitor may not claim any compensation from the Organiser if the event is totally or partly cancelled whatever the reason for the cancellation.

Any complaint in connection with the Exhibition must be made by registered letter with return receipt requested within 10 days of the end of the Exhibition.

INITIALS

16 – VAT

VAT is payable by all Exhibitors, irrespective of their nationality, according to legal and regulatory provisions in force in France at the time of the Exhibition.

17 – WAIVER OF RECOURSE

Subject to any clause to the contrary stemming from laws and regulations in force, the Exhibitor expressly waives all and any recourse it may be entitled to exercise against the Organiser (and against any person assisting the latter), and against any other Exhibitor for any direct or indirect damage that the latter may cause to its property, equipment and fittings and to those of its employees, and for any operating losses and/or additional expenses howsoever caused, except for malicious acts (*).

The Exhibitor shall obtain the same waivers of recourse from its insurers.

Reciprocally, and excluding the case of malicious acts (*), subject to any clause to the contrary stemming from laws and regulations in force, the Organiser and its insurer waive all and any recourse against the Exhibitor and the insurer thereof for damage affecting the property, equipment and fittings belonging to the Organiser and for which the Exhibitor is liable.

(*) A **Malicious Act** is an act performed with intention to harm.

The Exhibitor also undertakes to indemnify and hold harmless the above-mentioned natural persons and legal entities from and against any court actions and claims that may be brought against them in such cases by any party.

18- GOVERNING LAW – JURISDICTION

Jurisdiction

The parties shall attempt to settle any dispute arising out of or in connection with this Contract by amicable means (mediation, conciliation.) Failing an amicable resolution of the dispute within thirty days of the Parties commencing negotiations, they agree to settle the dispute by arbitration.

Failing an amicable settlement, any dispute shall be submitted to the Paris international arbitration chamber in French, or where applicable in English. The Parties shall appoint an arbitrator by mutual agreement from among those included on the list provided by the Paris international arbitration chamber.

Governing law

The Contract binding the Parties shall be governed by the laws of France.

Name of the company's legal representative

Read and approved (to be written out by hand)

Date and signature

Company's seal

INITIALS