

1 Content – Scope – Enforceability

The purpose of these General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") is to define the contractual conditions under which Biotrade (hereinafter the "**Client**") entrusts the supplier (hereinafter the "**Supplier**"), who accepts, with the supply of the goods and/or services described in the Contractual Documents (hereinafter referred to as the "**Supply(s)**"). The Client and the Supplier are hereinafter referred to as "**the Parties**".

The GTC may be supplemented or modified by special terms negotiated between the Parties and referred to in the Order or any document signed by the Parties (hereinafter "**CPA**"). The requirements to be met by the Supplies, including the applicable specifications, plans, standards and quality requirements, are hereinafter referred to as the "**Specifications**".

The GTC are attached or referenced on each Order and are communicated on request. They apply as soon as the Order is accepted by the Supplier or as soon as the execution of the Order begins.

Acceptance of the Order entails the waiver of the Supplier's own general terms and conditions of sale, unless otherwise expressly stipulated in the CPAs.

The General Terms and Conditions apply in addition to Orders placed pursuant to a contract that has not expressly excluded their application.

The fact that the Client does not avail himself of one of the clauses of the GTC at a given time does not constitute a waiver of the right to invoke it at a later date.

In the event that any of the provisions of the GTC are declared null and void or unenforceable, all other terms and conditions remain valid.

2 Contractual Documents

The relationship between the Parties regarding the Supply is governed by the following documents (hereinafter "**Contractual Documents**") in descending order of priority:

- CPAs
- The Order and its annexes
- Specifications
- These T&Cs
- The Supplier's quotation and/or technical brief, excluding the general terms and conditions of sale,

In the event of a contradiction between two Contractual Documents of different ranks, the higher-ranking document prevails. Between two documents of the same rank, the more recent one prevails.

No other terms may supplement or modify the Contractual Documents without the prior, express and written consent of the Customer. This applies in particular to the conditions appearing on the Acknowledgements of Receipt, delivery notes, invoices or any other document of the Supplier.

3 Order

3.1 Definition

"**Order**" means the document issued by the Customer and sent to the Supplier concerning the offer to purchase or rent a Supply, bearing the Order number, the date of issue, the Supplier's contact details, the description and price of the Supplies ordered, the time and address of their delivery/receipt, the terms of payment, the Customer's address and billing information, as well as its VAT number.

The Supplier undertakes to execute the Order in accordance with the Contractual Documents in compliance with the rules of the art, the regulations and standards in force. It is bound by an obligation of result with the exception of the case of force majeure, defined by Article 1218 of the Civil Code.

3.2 Placing an Order

The Client is only bound by a written Order in electronic or paper form, bearing an Order number and issued by an authorised person. An order placed verbally or by telephone is only binding on the Client after written confirmation.

3.3 Acknowledgement of Receipt – Reservations

The Supplier acknowledges receipt of the Order in writing, in particular by email, within five (5) working days of its issuance, recalling the Order number. Failing this, the Client may cancel the Order without compensation as long as its execution has not begun. Any commencement of performance constitutes unreserved acceptance of the Order.

Any reservation, or any proposal for a different period, must be made in writing and justified within the same period. It is only valid after written acceptance by the Client.

3.4 Modification or cancellation of an Order before delivery

The Client may request a change in quantities, deadlines or place of delivery. The Supplier shall inform the Client in writing, within five (5) working days, of the possible impact on the price and the deadline. Otherwise, the modification shall be deemed to have been accepted without impact. The Supplier may not refuse a modification without a legitimate reason.

The Client may cancel all or part of an Order:

- For Standard Supplies, free of charge until shipped,
- For Supplies made specifically for the Customer, free of charge before the start of their manufacture. After this launch, the Customer reimburses the direct costs incurred and justified by the Supplier up to the limit of the amount of the Order.

4 Delivery methods

4.1 Place and date

Delivery means the physical delivery of the Supplies to the place indicated in the Order. It does not constitute receipt within the meaning of the "Receipt" article.

The Supplier delivers on the delivery date and at the place indicated in the Order, during the opening hours of the website, which it is up to the Supplier to verify. If no delivery date is indicated, the Supplier must make the delivery or perform the service within a maximum period of thirty (30) calendar days from the issuance of the Order.

Any advanced, deferred or partial delivery requires the prior written consent of the Client.

4.2 Delivery to the construction site or to an end customer

The Supplier notifies the contact designated in the Order at least forty-eight (48) hours before any delivery to the site or to an end customer.

4.3 Unloading

Unless otherwise stipulated in the Order, the Client unloads with its own handling hubs. The Supplier informs the Client, at the latest when acknowledging receipt of the Order, of any oversized parcels and the type of vehicle used. Otherwise, the specific handling costs are at its expense.

Loading and unloading operations at the Client's site are carried out in compliance with the applicable safety protocol.

4.4 On-site intervention

When the Supply includes an intervention on a site of the Customer or an end customer, the Supplier complies with the health and safety rules applicable on this site, including the prevention plan when required by the regulations.

4.5 Rental

In the case of equipment rental, the rules of this article also apply to the collection of equipment at the end of the rental.

5 Packaging and transport

5.1 Transportation

Unless otherwise stipulated in the Order or the CPAs, the Supplies are delivered "Delivered Duty Paid" (DDP, place of delivery indicated in the Order, according to Incoterms CCI 2020).

The Supplier chooses the carrier and bears the costs, risks and insurance from transport to delivery.

In the case of rental, the transport costs to and from the Order.

5.2 Packaging and marking

The Supplier chooses the packaging and packaging, at its own expense, according to the mode of transport, the foreseeable storage period and the nature of the Supplies.

The packaging must, in particular:

- Enable handling by trolley or overhead crane,
- Protect supplies from impact, moisture and corrosion,

- For stainless steel, avoid contact or contamination with carbon steel.

Each package has the Order number, its weight and its lifting points.

5.3 Damage

The Client enters its reservations on the delivery note and informs the Supplier as soon as possible. As the Supplier bears the risks of transport, it is responsible for any recourse against the carrier. The Client may refuse any damaged Supply. The Supplier must then replace it at its own expense, within the time limits set by the Client.

6 Compliance

6.1 Contractual compliance

The Supplies must be in strict conformity, in quality and quantity, to the Order, plans, Specifications, models and specifications agreed between the Parties.

Any technical modification, even minor, must be expressly accepted in writing and in advance by the Client. This applies in particular to a modification of the design, materials, manufacturing process, place of manufacture or a subcontractor. For Standard Supplies, the Supplier informs the Client of any change in reference, version or characteristics before delivery.

6.2 Regulatory Compliance

The Supplies comply with the applicable French and European regulations and, where applicable, that of the country of final destination indicated in the Order.

6.3 Documents to be provided

The Supplier submits, at the latest upon delivery, the documents required by the Order or the Specifications: material certificates, declarations of conformity, test reports, instructions, etc. In any event, the Supplier submits the documents required by the regulations applicable to the Supply, in particular the EU declaration of conformity and the instruction manual in French.

The absence of any of these documents constitutes a non-conformity. It authorises the Client to refuse the Supply or to suspend the corresponding payment until they are delivered.

6.4 Software

When the Order relates to software, licensed or in SaaS mode:

- Vendor ensures compliance with its documentation and Specifications, and corrects defects during the warranty term;
- the Client has a right of use for the purposes of its activity, for the duration provided for in the Order;
- the Customer's data remains its property. The Supplier processes it in accordance with the GDPR and returns it to the Customer in a usable format at the end of the Order, free of charge;
- software developed specifically for the Client is transferred to the Client in accordance with the article "Intellectual Property".

7 Delivery note

Each delivery is accompanied by a Delivery Note (hereinafter " BL ") drawn up in two (2) copies by the Supplier.

One will be sent to the Customer by email on the day of shipment, the second, placed in the packaging, will accompany the packages regardless of the mode of delivery.

The BL includes at least:

- The Order Number,
- The designation and references of the Supplies, those of the supplier and, where applicable, those of the Customer,
- The quantities delivered and, in the event of partial delivery authorised, the quantities still to be delivered,
- Serial, lot or casting numbers where the Supply includes them,
- The number of packages and the name of the carrier.

The documents provided for in Article 6.3 shall be attached to the Official Gazette or sent by e-mail at the latest upon delivery.

In the case of rental, the BL indicates the serial numbers of the equipment and the rental start date.

The end of the rental is evidenced by a dated return slip.

The signature of the BL by the Client is only equivalent to a record of delivery, and not to receipt of the Supplies.

8 Late Delivery - Penalties

8.1 Information

The Supplier shall inform the Client in writing, as soon as it becomes aware of it, of any foreseeable delay, of its cause, of the measures taken to remedy it and of the new delivery date envisaged. This information does not exempt it from the penalties provided for below. The costs incurred to make up for the delay remain at its expense.

8.2 Late Penalties

Any delay in relation to the contractual delivery date automatically entails a penalty of (0.5%) per calendar day of delay. It is calculated on the amount excluding tax of the Supplies delivered late, or on the amount excluding tax of the entire Order when the delay prevents the use of the other Supplies in the Order. The total penalties are capped at [10%] of the amount of the Order excluding tax.

8.3 Procedure

The Client notifies the Supplier of the amount of the penalties. The Supplier has fifteen (15) days to submit its observations, in particular if it invokes a case of force majeure or an act of the Client. In the absence of a justified dispute within this period, the penalties are deducted from the sums due to the Supplier.

8.4 Nature of penalties

Penalties are dischargeable: they compensate at a flat rate for the damage caused by the delay.

There are two exceptions to this principle:

- gross negligence or fraudulent misconduct on the part of the Supplier,
- the penalties actually applied to the Client by its own Client as a result of this delay. The Supplier shall reimburse them upon receipt, up to a limit of (20%) of the amount excluding VAT of the Order, in addition to the penalties provided for in Article 8.2.

8.5 Significant delay

If the delay exceeds fifteen (15) calendar days, or if the maximum penalty is reached, the Client may, after a formal notice has remained ineffective for eight (8) days:

- cancel all or part of the Order without compensation, with the Supplier reimbursing the deposits received;
- and/or obtain equivalent Supplies from a third party, including for rent, the additional cost being borne by the Supplier.

9 Reception

9.1 Principle

Acceptance is the act by which the Client establishes the conformity of the Supplies with the Contractual Documents. It is separate from the delivery. Neither the signature of the BL nor the payment is equivalent to receipt.

9.2 Supplies of goods

The Client has thirty (30) calendar days from delivery to check the Supplies, carry out the necessary tests and, if necessary, refuse the Supplies or express reservations. It may do so in particular in the event of:

- non-compliance with Contractual Documents or regulations,
- absence of the documents provided for in Article 6.3,
- damage,
- partial delivery, early delivery or to another address, without the Customer's agreement.

In the event of reservations, the Supplier shall remedy the non-conformities within fifteen (15) calendar days, or within the period set by the Client if the urgency justifies it. Failing this, the Client may definitively refuse the Supplies concerned. The price is then not due, and the Supplier shall immediately reimburse the deposits received.

Any refused Supplies shall be collected by the Supplier, at its expense, within eight (8) calendar days of notification of the refusal. Failure to do so shall be returned by the Client at its own expense and risk. At the Client's request, the Supplier shall replace the refused Supplies at its own expense.

In the absence of reservations notified within the period of thirty (30) days, acceptance is deemed to be pronounced upon its expiry. This does not prevent the Client from taking recourse for non-apparent defects, the warranty and latent defects.

9.3 Equipment and services subject to testing

When the Order or the Specifications provide for tests, whether they take place in the factory or on site, acceptance is pronounced by a report signed by both Parties at the end of these tests. The Customer may attend or be represented at the factory tests. The Supplier informs the Customer at least ten (10) working days in advance.

If reservations are issued, the Supplier shall lift them within ten (10) working days, unless otherwise agreed upon period, and new tests shall be carried out. If the reservations are not lifted within this period, or if the new tests still reveal non-conformities, the Client may terminate the Order under the conditions of the article "Termination". The Supplier shall then reimburse the sums received for the Supplies concerned and bear the additional cost of recourse to a third party.

9.4 Rental

In the case of rental, the contradictory statement established at the time of delivery, provided for in the article "Equipment rental", takes the place of acceptance.

10 Transfer of ownership and risk

10.1 Ownership of Supplies

For Supplies made to Customer's plans or specifications, ownership is transferred to Customer as they are made. Supplier identifies them as Customer's property and stores them separately.

For Standard Supplies, ownership passes to Customer upon delivery.

The Client expressly rejects any retention of title clause contained in the Supplier's documents.

10.2 Risk transfer

Risk shall pass to Customer upon delivery, in accordance with the applicable Incoterm, even where title has previously been transferred to Customer. Refused Supplies shall remain at Supplier's risk.

10.3 Materials, tools and documents entrusted to us

The materials, parts, tools, jigs, models and plans that the Client entrusts to the Supplier remain the property of the Client.

The Supplier:

- ensures their custody and preservation, and insures them against all risks, at its own expense;
- identifies them as the property of the Customer and uses them only for the fulfillment of the Customer's Orders;
- returns them on first request, with reusable scraps, unless the restrictions agreed in the Order;
- waives any right of retention on such elements.

11 Equipment rental

When the Order relates to the rental of equipment:

- the equipment remains the property of the Supplier. Article 10.1 and the article "Durability of the Supplies" do not apply,
- the Supplier delivers equipment in good working order, in accordance with the regulations, with its periodic up-to-date checks and its instructions in French,
- a contradictory condition of the equipment is established on delivery and return. Otherwise, the equipment is deemed to have been delivered and returned in good condition,
- the Client is responsible for the custody of the equipment for the duration of the rental, excluding normal wear and tear and defects in the equipment,
- in the event of a breakdown not attributable to the Customer, the Supplier repairs or replaces the equipment as soon as possible, and the rental is not invoiced during the downtime.

12 Prices and payment terms

12.1 Pricing

Unless otherwise stipulated in the Order, the prices are firm and not subject to review. They are exclusive of VAT, including all other duties and taxes. They include all the costs necessary for the proper execution of the Order, in particular packaging, transport, insurance, travel, the documents provided for in Article 6.3 and the transfer of rights provided for in the "Intellectual Property" article.

A price revision is only permitted if the Order or the CPAs expressly provide for a revision formula.

12.2 Payment term and terms

Unless otherwise stipulated in the Order, invoices are paid by bank transfer sixty (60) days from the date of issue.

The invoice cannot be issued prior to delivery, except for the deposits provided for in the Order.

12.3 Deposits

No deposit is due unless otherwise stipulated in the Order.

If the Order provides for the payment of a deposit, the Supplier shall, prior to any payment by the Customer, provide the Customer with a bank guarantee issued by a first-tier bank in an amount equal to the amount of the deposit and valid until the deposit is amortized.

12.4 Compensation

The Client may offset the sums due by the Supplier, such as penalties, take-back or replacement costs, against the sums owed by the Supplier, in accordance with the procedure provided for in Article 8.3.

12.5 Unforeseeability

Each of the Parties expressly waives the right to invoke Article 1195 of the Civil Code relating to unforeseeability.

13 Billing

13.1 Invoicing

The Supplier shall issue an invoice per delivery, or according to the schedule provided for in the Order. In addition to the legal notices, each invoice shall indicate:

- the Order number,
- the number of the corresponding BL(s),
- the description, quantities and unit prices of the Supplies, in accordance with the Order,
- the delivery address when it differs from the billing address.

In the case of rental, the invoice specifies the period invoiced and the serial numbers of the equipment.

13.2 Transmission

Invoices are sent in electronic form, in accordance with the regulations in force, to the address indicated by the Client.

Any invoice that is incomplete, or does not comply with the Order, may be returned to the Supplier for regularization.

13.3 Late payment

In the event of late payment, penalties equal to three (3) times the legal interest rate are payable from the day following the due date, as well as a lump sum compensation for recovery costs of forty (40) euros, in accordance with Articles L. 441-10 and D. 441-5 of the French Commercial Code.

14 Warranty

14.1 Scope

Supplier warrants that the Supplies are:

- in accordance with the Contractual Documents, rules of the art, applicable regulations,
- free from defects in design, material, workmanship and functioning,
- suitable for the use for which they are intended and of which the Supplier has been informed, in particular in a humid, submerged, corrosive or outdoor environment, within the limits of use specified by the Supplier.

14.2 Duration

Unless otherwise provided for in the Order, the warranty runs for twenty-four (24) months from the date of commissioning of the Supplies at the end customer's premises, and ends no later than [thirty (30)] months after their delivery to the Customer. The Customer communicates the date of commissioning to the Supplier upon request.

It applies without prejudice to the legal warranty against latent defects.

14.3 Implementation

The Supplier shall take charge of any warranty claim within forty-eight (48) working hours of its notification. It shall remedy the defect, at the Customer's option, by repair or replacement, within ten (10) working days, or within the period agreed between the Parties taking into account the urgency.

The warranty covers parts, labour, travel and transportation. It also covers the costs of removal, resting and access to the end customer's site, including the necessary lifting or access means.

Any repaired or replaced Supplies are warranted for twelve (12) months from the date of service, or until the end of the original warranty, whichever is later.

14.4 Vendor Failure and Urgency

If the Supplier does not remedy the defect within the stipulated period, the Client may, after a formal notice has remained ineffective for five (5) working days, have the work carried out by a third party or by its own means, at the Supplier's expense.

In the event of an emergency, in particular a danger to people or a shutdown of operations at the end customer, the Customer may intervene immediately, informing the Supplier. It may then use a part from its stock, which the Supplier replaces free of charge.

14.5 Exclusions

The warranty does not cover normal wear and tear, nor defects resulting from use not in accordance with the instructions or modification made by the Customer without the Supplier's consent.

14.6 Software

For the software referred to in Article 6.4, the warranty runs for twelve (12) months from the date of its installation or availability. The deadlines in Article 14.3 apply to the correction of anomalies. For subscription software (SaaS), the warranty applies for the entire duration of the subscription.

The software integrated into the equipment (drives, PLCs, etc.) follows the warranty of the equipment they equip.

The Supplier implements, during the warranty period, all reasonable measures to make the service available 24 hours a day, 7 days a week, except for maintenance previously notified by the Customer.

The Client may terminate the Order in the event of non-compliance with the availability rate of the Software defined in the Contractual Documents in accordance with Article 24.1.

The Supplier undertakes to provide support and maintenance services for the Software, at no additional cost and to intervene immediately upon notification from the Customer. These services will include:

- Detection and correction of defects and errors
- assistance in minimizing adverse effects and promptly taking action to eliminate Malware (defined in Section 22);
- access to any updates, upgrades, corrections, enhancements, or modifications provided by Vendor;
- processing requests made by the Client regarding its services;
- compliance with the service levels detailed in the Contract Documents.

Beyond the requirements set forth in Section 24, for any SaaS Software, Vendor will:

- to provide hosting of the Software and Customer Data (defined in Article 24). Notwithstanding any other clause to the contrary, the Supplier warrants that the Biotrade Data is exclusively hosted in the European Union;
- implement at least one daily offline backup of Customer Data, allowing for restoration of all or part of Customer Data within four (4) hours of Customer's request;
- ensure the secure archiving of Customer Data, including during the provision of reversibility services, and to provide access to such archiving to Customer, in a secure manner and promptly at Customer's first request.

15 Liability

15.1 Principle

The Supplier is liable for damage caused to the Client, the Client's customers or third parties by its Supplies, its staff or its subcontractors in the context of the execution of the Order. It repairs all the consequences of defects in its Supplies, including those suffered by the end customer.

The Supplier shall not be liable for damages resulting exclusively from the fault of the Customer.

15.2 Third-Party Remedies

If a claim or action is brought against the Client, by one of its clients or by a third party, as a result of the Supplies, the Supplier guarantees the Client against the convictions pronounced and the defence costs incurred up to the extent of its liability. It undertakes to participate, at the Client's request, in any amicable or judicial expertise relating to its Supplies.

15.3 Limitations of Liability

Any limitation of liability contained in the Supplier's documents shall only be enforceable against the Client if it has been expressly agreed to in the CPAs. A limitation so accepted may not:

- be less than two (2) times the amount of the Order excluding tax
- apply to personal injury, gross negligence or fraudulent misconduct, infringement of intellectual property rights or breach of confidentiality.

16 Insurance

The Supplier must imperatively take out an insurance policy with a company known to be solvent (in relation to the amount of possible damage deriving) covering the consequences of its civil liability, due to its activities, and the products it manufactures or which are entrusted to it.

In the case of rental, the Order specifies which Party insures the equipment against breakage and theft.

The Client reserves the right to request a valid insurance certificate.

Neither the provision of insurance certificates by the Supplier, nor the content of the insurance taken out shall limit its liability.

The Supplier undertakes to notify the Client of any modification affecting its insurance policies as well as any fact likely to cause the suspension or termination of the policies subscribed to insofar as this modification is likely to affect the obligations of the Supplier.

As soon as risks become uninsurable, given the evolution of the insurance or reinsurance market, the Supplier bears the costs resulting from the occurrence of a claim, initially covered by its policies and which have become uninsurable during the execution of the Order, without any additional cost to the Customer.

17 Sustainability of Supplies

The Supplier undertakes to inform the Client at least twelve (12) months in advance of the cessation of manufacture or marketing of a Supply in order to allow the Client to place a final order. In addition, the Supplier undertakes to provide the spare parts necessary for the use of the Supplies for a minimum period of ten (10) years after their delivery or, failing that, to offer an interchangeable replacement part.

This article does not apply to rentals.

18 Intellectual property

Each Party retains ownership of its prior intellectual property rights and know-how. Supplier grants Customer and its customers the right to use, integrate, resell, maintain and repair the Supplies, including the software incorporated therein, free of charge.

The Client's plans, specifications, models and tools remain its property. The Supplier only uses them for the execution of the Client's Orders. It does not copy or communicate them to third parties, and returns them on first request. It is prohibited from manufacturing, for itself or for a third party, any part made from these elements.

The results developed specifically for the Client and paid for by him (plans, studies, calculation notes, software, tools) are transferred to him on an exclusive basis, as and when they are carried out. The assignment is valid for the whole world and for the entire duration of the rights, and includes the right to reproduce, modify, adapt and exploit them for any purpose. The price of this assignment is included in the price of the Order.

The Supplier guarantees that the Supplies do not infringe the rights of third parties. In the event of a claim in this respect, it guarantees the Client, takes care of its defence and any convictions and, if necessary, modifies or replaces the Supplies to put an end to the infringement.

19 Confidentiality – Communication

Each Party shall keep strictly confidential the technical and commercial information, in particular plans, specifications, prices and customer data, which the other Party communicates to it at the time of the Order. It shall only use it for the execution of the Order and shall communicate it only to those of its employees and subcontractors who need it, after having subjected them to the same obligation. This obligation does not apply to information that is public or already known to the Party that receives it. It applies for the entire duration of the Order and for five (5) years after its termination.

Except with the prior written consent of the Client, the Supplier shall refrain from mentioning their commercial relationship or the Client's achievements, in particular in its commercial references or on social networks.

20 Protection of personal data

Each Party processes the personal data of the other Party, in particular the contact details of its contacts, solely for the management of the commercial relationship and the execution of the Order, in accordance with Regulation (EU) 2016/679 (GDPR) and the Data Protection Act. If the Supplier processes personal data on behalf of the Client, it acts as a data processor within the meaning of the GDPR and complies with the corresponding obligations, specified where applicable in the CPAs. Any failure by the Supplier to comply with these obligations constitutes a serious breach allowing the termination of the Order under the conditions of the article "Termination".

21 Principles of Ethics and Sustainable Development

The Supplier undertakes to respect, and to ensure that its own suppliers and subcontractors comply with, the applicable regulations on labour law, health and safety, environmental protection, anti-corruption and economic sanctions, as well as the fundamental conventions of the International Labour Organisation, in particular the prohibition of forced labour and child labour.

For any Order for an amount equal to or greater than €5,000 excluding tax, the Supplier shall provide the Client, before the start of its execution and every six (6) months until the end of the execution, the documents provided for in Article D. 8222-5 of the French Labor Code.

Any breach of this article constitutes a serious breach. It allows the Client to suspend the Order or terminate it at the fault of the Supplier, under the conditions of the "Termination" article.

22 Security

The Supplier and its staff shall comply with the security rules applicable on the Client's and its customers' sites, in accordance with Article 4. When accessing the Client's or its customers' computer systems or connected equipment, in particular for remote maintenance, it shall comply with the security instructions communicated to it, use them only for the execution of the Order and inform the Client without delay of any security incident.

23 Termination

23.1 Termination for default

In the event of a breach by one of the Parties of its obligations, the other Party may terminate all or part of the Order, by operation of law and without legal formality, fifteen (15) days after a formal notice has remained ineffective, without prejudice to any damages. For breaches qualified as serious by the General Terms and Conditions, the termination takes effect as soon as it is notified.

23.2 Other Cases of Termination

In the event of the dissolution of the Supplier, the transfer of its business or a change of control, the Client may terminate the Order by giving eight (8) days' notice. This option is exercised subject to the public policy provisions applicable to insolvency proceedings.

23.3 Termination without fault of the Provider

The Client may terminate all or part of the Order through no fault of the Supplier, under the conditions of Article 3.4. For services performed successively, the termination takes effect one (1) month after its notification. For rental, it takes effect upon the return of the equipment.

23.4 Effects

In the event of termination for failure by the Supplier, the latter shall reimburse the sums received for the undelivered or non-compliant Supplies and shall bear the additional cost of recourse to a third party. In all cases of termination, the Supplier shall return without delay the materials, tools and documents entrusted by the Client (Articles 10.3 and 18).

The Client may also, instead of terminating, accept an imperfect performance of the Order and obtain a proportional reduction in the price, after formal notice, in accordance with Article 1223 of the Civil Code.

Warranty, liability, intellectual property, and confidentiality provisions survive the termination of the Order.

24 Notifications

Formal notices and notices of termination are sent by registered letter with acknowledgement of receipt or by email with acknowledgement of receipt. Other exchanges may be made by simple email. Notifications are sent to the address appearing on the Order for the Client and on the quote for the Supplier, or to any other address communicated in writing.

25 Applicable law

All Orders, regardless of their form, are governed by the provisions of French law, with the exception of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods.

26 Dispute Resolution

In the event of a dispute, the Parties shall seek an amicable solution within a period of thirty (30) calendar days from the notification of the dispute by one of them. This period shall not prevent urgent procedures, in particular requests for summary proceedings and expert opinions. In the absence of an agreement, the dispute shall be brought before the Commercial Court of Toulouse, which has sole jurisdiction, including in the event of summary proceedings, third party claims or multiple defendants.