

SIMPLIFIED GENERAL TERMS AND CONDITIONS OF PURCHASE

Edition 2015



ARTICLE 1 PURPOSE

The present simplified general terms and conditions of purchase (« SGTCP ») define the general provisions applicable to the conclusion and performance of orders placed under these SGTCP by any French legal entity of the AREVA Group (hereinafter the "Purchaser") with the Supplier as defined in the order for the Services (Services shall mean any provision of services of any kind whatsoever and/or any work carried out by the Supplier as stipulated in the order), and for Supplies (Supplies shall mean any equipment, physical goods and any deliverables ordered by the Purchaser from the Supplier, as defined in an order.)

The SGTCP shall apply to any amendments to the order.

The Purchaser and the Supplier are hereinafter referred to as "The Party" and collectively the "Parties".

ARTICLE 2 ORDER

The sending of an order by the Purchaser closes the negotiations, in the course of which the Parties have examined, discussed and agreed on the entire content of the order and, in particular, all the business terms and technical specifications. The Parties are deemed to have entered into an agreement upon the day the Purchaser receives unreserved acceptance of the order from the Supplier.

Before accepting, the Supplier shall check the information and data included in the documents the Supplier receives from the Purchaser and shall, with the prior consent of the Purchaser, take any corrective measure which may be necessary pursuant to the Supplier's obligation to advise.

Unless stipulated otherwise in the special conditions, the Supplier shall send no later than fifteen (15) calendar days after receiving the order (sent by the Purchaser via email or mail) a signed copy of the order as acknowledgment.

Should the Purchaser not receive the copy of the order signed as an acknowledgment of receipt within the term stipulated hereabove, (i) any start of performance of the order by the Supplier, shall be deemed to be the full acceptance of the order by the Supplier; or (ii), in the absence of such a start of performance by the Supplier, the order shall be considered null and void.

ARTICLE 3 APPLICABLE DOCUMENTS

The documents constitutive of the order, in addition to these SGTCP, are mentioned in the order and form an integral part thereof. No document from the Supplier, including subsequent to the order (delivery note, invoice, etc.), shall be of any force or effect unless expressly accepted in writing by the Purchaser. **Any retention of title clause which appears in the Supplier's documents shall be null and void.**

The order is constituted of, but not limited to:

- the special conditions, along with all Annexes attached hereto and any document referenced therein ;
- if applicable, the technical specification and/or scope of work,
- the copy of any applicable regulation(s) on site, as provided by the Purchaser, which the Supplier acknowledges to be aware of;
- the SGTCP;
- the AREVA Group's Values Charter;
- the Sustainable Development Commitment.

In the event of any discrepancy or contradiction between the clauses of one or more contractual documents, the order of precedence set forth in the order shall apply, or in the absence of which, the order set forth hereabove shall apply. The breach of this clause by the Supplier shall entitle the Purchaser shall to terminate the order in accordance with Article 16 "TERMINATION".

ARTICLE 4 AMENDMENT OF THE ORDER

The Supplier cannot amend the order without the Purchaser's prior written agreement.

During performance of the order, the Purchaser is entitled to vary the scope and conditions of performance of the Services and/or delivery of Supplies.

The Supplier undertakes to carry out such variation, after the Parties mutually agree on any consequences of these amendments, in particular on timescales and prices relating thereto. To meet this objective, the Supplier shall provide the Purchaser with all the necessary information and any quotation as may be requested, to amend the order.

ARTICLE 5 SUPPLIER'S OBLIGATIONS

The Supplier, in its capacity as a professional, is bound by an obligation of result ("obligation de résultat") based on the full and total performance of the order, and the Supplier shall warn the Purchaser against the consequences of the decisions the Supplier may lead the Purchaser to take and draw its attention to any identified risks of any kind related to performance of the order. The Supplier shall advise and inform the Purchaser, from time to time in the course of the performance of the order of any relevant comments on all documents received from the Purchaser and of any information likely to have an impact on the due performance of the order. The Supplier shall suggest any process or solution

useful to properly perform the order. The Supplier shall deliver Supplies, free of any ownership or property rights or liens of any nature and unencumbered and that the products

(substances, combinations or articles) supplied or used in respect of the order comply with the clauses of the REACH Regulation (EC regulation No. 1907/2006) and that it will send the Purchaser evidence of this compliance.

ARTICLE 6 GENERAL CONDITIONS OF PERFORMANCE

6.1 MONITORING SERVICES PERFORMANCE

6.1.1 CONTRACTUAL LEAD TIMES

The times stipulated in the order are mandatory.

6.1.2 PENALTIES FOR DELAY

Breach of the contractual performance periods in the execution of the Services and/or delivery of the Supplies shall attract the application of delay penalties as stipulated in the special conditions and according to the modalities therein specified, without need of any notification or prior warning save in the case the contrary is stipulated. In absence of such stipulation within the special conditions, then, the applicable penalty is as follows:

$V \times D / 500$

V = value of the Services and/or Supplies

D = number of days of delay

These penalties are deemed to be incentive and consequently shall not serve to release the Supplier from its contractual responsibilities for timely delivery. The penalties shall not in any circumstances constitute a waiver by the Purchaser of its rights to termination and/or its entitlement to compensation for losses eventually sustained.

Should the Buyer terminate the order, such termination not being effective until after notice has been given, the penalties shall accrue until the expiry of the termination notice.

6.1.3 DELIVERY PLACE

The special conditions of the order shall stipulate the conditions and delivery location of the Services and/or Supplies and the Incoterm (ICC 2010) (if applicable) with the number and format of deliverables required. Unless otherwise stipulated in the special conditions, the delivery shall be made to the Purchaser's premises.

If applicable, a delivery note is given when Supplies and/or Services are delivered. The delivery note shall be signed by the Parties and specify the date of delivery. The delivery note must refer to the order and must detail the quantities of Supplies, In default of these requirements, the Supplies shall not be accepted.

Signature of the delivery note by the Purchaser shall not be deemed to signify anything other than an attestation of physical delivery and the apparent good state of the Supplies. Such signature shall never be deemed as implying acknowledgment of the Supplies' and/or Services' conformity to the specification of the order, the Purchaser reserving the right to notify the Supplier within the statutory time limits of any loss, damage or non-conformity of the Supplies noticed on unpacking or subsequent checks.

6.2 AUDIT

The Purchaser may at any time carry out (on its own behalf and at its own expense or on behalf of its client, subject to special conditions as they may agree) an audit of the resources and tools allocated by the Supplier to perform the order (such an audit may focus, for instance, on the compliance of the Supplier with its contractual obligations).

ARTICLE 7 FINANCIAL CLAUSES

7.1 PRICE – REMUNERATION

The prices and total amount indicated on the order are net, all-inclusive, final and non-revisable and expressed in the currency stated in the special conditions.

7.2 ADVANCE-DOWN PAYMENT

The order shall not give rise to the payment of any advance or down payment.

7.3 INVOICING

All invoices shall be created in the name of the Purchaser and addressed to the invoicing department stipulated in the special conditions.

Invoices shall be sent in one copy. Invoices must state the order reference, and be accompanied by all necessary supporting documents as stipulated in the special conditions and must comply with Article L 441-3 of the French Commercial Code.

**SIMPLIFIED GENERAL TERMS
AND CONDITIONS OF PURCHASE
Edition 2015**



Moreover, the invoice shall state the net weight of each Supply delivered (free of any packaging).

In the event the Parties do not agree on the amount of an invoice, payment will be made on the basis of sums uncontested by the Parties.

7.4 TAXES

The applicable VAT is added at the time required according to the law applicable.. The amount of VAT to be paid by the Purchaser will be indicated separately on the invoices.

The Supplier bears all costs relating to the rights, duties, taxes, royalties and deductions for which it is liable.

7.5 PAYMENTS

Each payment is subject to the Supplier's compliant performance of the requirements of the order to which it is obliged and to the emission of an invoice which conforms to the legal requirements in force.

Payments are made sixty (60) days at the latest from the date of the sending of a valid invoice,

Payment of periodic invoices is made forty-five (45) days at the latest from the date of the sending of a valid invoice, subject to the full performance of the conditions of the order.

The invoice will be deemed invalid if the period between its issue date and date of reception by the Purchaser is more than five (5) calendar days

The Purchaser reserves the option of automatically offsetting debts that it may have against the Supplier against the sums that the Purchaser may owe to the Supplier at the time the order is performed, whether or not the conditions for legal compensation are fulfilled.

7.6 PENALTIES AND INDEMNITIES FOR LATE PAYMENT

If the Purchaser fails to pay on the due date and such failure does not arise out of a total or partial non-performance of its obligations by the Supplier or an offset made by the Purchaser, Supplier may charge late penalties. The Supplier shall be entitled to charge interest on any overdue amount at the rate of three (3) times the daily legal French interest rate per day from the date payment first became due until the date payment has made in full.

The Supplier is entitled to a lump sum compensation for collection costs, pursuant to the French applicable law.

Should such collection costs be higher to the aforesaid indemnity, Supplier shall be entitled, upon furnishing reasonable proof, to charge the Purchaser with a supplementary compensation.

ARTICLE 8 ACCEPTANCE OF THE SUPPLIES AND SERVICES

8.1 PRINCIPLE

The acceptance specific terms and conditions, in particular the period, shall be stipulated in the special conditions of the order and shall not be constitutive of a competition restrictive practice pursuant to Article L. 442-6 of the French Commercial Code. If the acceptance period is not stipulated in the special conditions, then the acceptance period shall be set in accordance with business best practice and cannot exceed thirty (30) days starting from fulfillment of the Service and/or delivery of the Supply. An acceptance certificate shall be signed by the Purchaser and initialed by the Supplier.

The Purchaser reserves the right to grant acceptance with reservations which shall be mentioned in the acceptance reservations certificate. The Supplier shall remedy the non-conformities at its own cost within the time periods indicated by the Purchaser. The non-conformity of the Services or the Supply with the totality of the stipulations of the order shall entitle the Purchaser to claim damages and interest and to terminate the order within the conditions of article 16. In this case, all sums already paid by the Purchaser shall be reimbursed immediately by the Supplier.

8.2 CONSEQUENCE OF ACCEPTANCE

8.2.1 START OF WARRANTY

The warranty for the Services and/or Supplies starts on the date of final acceptance according to the above conditions, or in the absence of any acceptance procedure, it starts from the delivery note for the Supplies in accordance with the conditions below.

8.2.2 TITLE AND RISKS

Transfer of title takes place upon delivery.

Transfer of the risks relating to the Services and/or Supplies pass to the Purchaser on the effective acceptance date as stated in the effective certificate or failing this at the end of the thirty (30) day period referred to in Article 8.1 "Terms" above.

When the Purchaser grants reservations on the Supplies and/or Services, which prevent the Purchaser from using the Supplies and/or Services under normal conditions of use, the transfer of risks is postponed until the reservations are corrected and have been validated by the Purchaser, no matter if the Purchaser had to use the Supplies and/or Services in the meantime.

ARTICLE 9 WARRANTY

The Supply shall be carried out in accordance with best practice and current laws, regulations and norms and standards, and be delivered in accordance with the order's requirements and specifications.

Unless otherwise stipulated in the special conditions, the Supplier warrants conformity of its Services and/or Supplies, as provided by the order, for the time period stipulated in the special conditions, or (in default of such stipulation) for twenty-four (24) months from the date of final acceptance of the Services and/or Supplies by the Purchaser or if acceptance is not necessary, at the date of effective delivery to the Purchaser. In the case of acceptance with reservations, the time period of the warranty shall commence at the date the reserves are withdrawn.

Under the warranty, and in the absence of express waiver by the Purchaser, the Supplier is obliged to effect at its own costs (handling, transport, moving) and within the shortest feasible time (or in any case by the date specified by the Purchaser) all replacement, repair, correction, modification, update and adjustment necessary, staff, travelling and accommodation expenses as other costs necessary to the attainment or the maintenance of the specifications, performance and results specified in the order, and to replace or repair free of charge the materials, devices and parts constituting a defect so as to render them unsuitable for use, or of a nature to compromise the quote or the duration of their use. If it proven that the defect originates from a material, design or manufacture likely to be repeated, the Supplier shall replace or modify at its own expense all the identical parts or elements on other equipment subject to the order, , even if these have not produced any incident.

ARTICLE 10 LIABILITY - INSURANCE

10.1 SUPPLIER'S LIABILITY

The Supplier shall be liable, as provided by law, for any bodily injury, damage and loss of property including gross negligence and willful misconduct resulting or not from a bodily or material damage which it may cause to the Purchaser, through its own fault, that of its agents and employees, its subcontractors, suppliers and service providers, arising out of to the order.

The Purchaser cannot be held liable for indirect and/or consequential damage (such as, but not limited to, loss of profits, loss of production, damage to brand image) regardless of the time, origin and cause of this damage caused to the Supplier. Consequently, the Supplier indemnifies and holds the Purchaser harmless against any third party recourse for this type of damage in the performance of the order

10.2 CIVIL NUCLEAR LIABILITY

When the Purchaser is acting as an operator of a nuclear installation, the Purchaser is liable for all nuclear damage to persons or property caused by a nuclear incident which arising out of Purchaser's installation as specified in Articles L. 597-1 and seq. of the French Environment Code or any other subsequent amending clauses, enacting in French law the current Paris Convention regarding civil liability in the field of nuclear energy. The Purchaser's liability as a nuclear operator shall not apply to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and any property on that same site which is used or to be used in connection with any such installation.

Furthermore in the case of nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for 20% of the amount of the Order, excluding taxes , with a maximum of one million (1,000,000) Euros

10.3 INSURANCE

The Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which is is exposed, pursuant to both the applicable law and regulation and its contractual commitments.

Prior to the order, and thereafter each year, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company, not more than six (6) months old..

ARTICLE 11 INTUITU PERSONAE - SUBCONTRACTING

11.1 TRANSFER - ASSIGNMENT

At the risk of breach of the order, the Supplier may not assign, transfer or cede in any way its obligations under the order (or part thereof) including (but not limited to) transfer in the context of merger, demerger, or assignment of assets, without the prior written agreement of the Purchaser.

Any change in the direct or indirect control of the Supplier's share capital shall be deemed constitutive of an assignment of the order.

**SIMPLIFIED GENERAL TERMS
AND CONDITIONS OF PURCHASE
Edition 2015**



In the event of the above written agreement of the Purchaser, no assignment shall take effect until after signature of an amendment to the order, and provided the Supplier remains fully liable for the full performance of the order until the effective date of the assignment.

11.2 SUBCONTRACTING

The Supplier shall not subcontract all of its contractual obligations. Subject to Purchaser prior written consent, the Supplier may subcontract and its subcontractor may subcontract a portion of the Services. Prior to such subcontracting, the person of subcontractor and its payment terms shall be approved according with Law No. 75-1334 of December 31, 1975 relating to subcontracting. If subcontracting is authorized by the Purchaser, the Supplier shall remain fully responsible and liable for performance of the order.

ARTICLE 12 CONFIDENTIALITY

In the absence of the prior written authorisation of the Purchaser, all information whether written or oral, whether transmitted before the date of the order or subsequently, whatever its nature or form, and especially that relating to the Purchaser, its group companies, their technology, and their activity, as well as all documents forming or constituting the order, and all admendments to the order as well as information explicitly made subject to limited distribution by the Purchaser, may not be communicated, reproduced, used, adapted, modified or given by the Supplier. Their use by the Purchaser shall be strictly limited to the requirements of the performance of the order. The Supplier undertakes to destroy and to certify in writing to having destroyed all documents containing confidential information. The obligations stipulated in this Article shall survive after expiry or termination of the order for any cause whatsoever as long as the confidential information concerned has not become public, notwithstanding any default, tort, negligence and/or breach whatsoever of the Supplier or a third party recipient of the confidential information.

ARTICLE 13 INTELLECTUAL PROPERTY

The Supplier warrants to the Purchaser that in the performance of the order, no third party intellectual property rights are violated. Accordingly, the Supplier shall indemnify the Purchaser against all claims and actions brought by the beneficiary of an intellectual property right, to indemnify the Purchaser against all costs and damages adjudged against the Purchaser in any such action, litigation or claim based on the ownership and/or exploitation of any intellectual property right or personality; and to take all steps to guarantee to the Purchaser the adherence to its intellectual property obligations and the undisturbed use of the Services carried out under the order. If the Results (being all the know-how, patentable or not, documents, reports, designs, whatever the form in which created or generated during the performance of the order) include, to any extent, creations which are able to be protected under authorship rights, the transfer of ownership of all of these creations, belonging wholly and exclusively to the Purchaser, shall occur as they are created.

Therefore, the Supplier, acknowledging being author of the creations, or at least the assignee of the copyright over such creations, exclusively assigns to the Purchaser, all intellectual property rights attached to the creations, with the exception of the Supplier's moral right, whatever is the nature of the considered work i.e. an individual work, a collaborative work (carried out by a member of the Supplier's staff) or a collective work:

- a) The right to reproduce without any limitation as to number, to digitize, duplicate, print or record all or part of each of the creations, in any manner specifically by any technical processes, on any media, known or unknown on the date of the order, in any formats;;
- b) The right to translate which includes the right to produce any version of all or part of each of the creations in French and any foreign language, as well as in any computer language
- c) The right to adapt, arrange, modify, correct errors, and the right for the Purchaser to alter or have any third party alter each creation in full or in part whether in writing, orally, through data communication digitally, etc. form, and for any kind of use;
- d) The right to publish, broadcast, edit and re-edit.
- e) The right to represent, to display, to publish and to exploit all or part of each creation;
- f) The right to use the creations
- g) The right to integrate all or part of the creations with or without modification;

The Purchaser shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes for its own activities and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).

The payment associated with the assignment of intellectual property rights as defined in this article is expressly included in the price agreed in respect of the order.

ARTICLE 14 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in performing or failure to perform any obligations under the order arising out of a force majeure event.

The force majeure events are the events usually upheld as such by the French courts.

The Party invoking force majeure shall immediately notify the other Party of such as soon as it occurs, by any means available, (to be confirmed in writing) and describe the circumstances causing of the force majeure event, its nature, duration and foreseeable effects on performance of the order. In such a case, the Parties will meet as soon as possible to look at how to overcome the case of force majeure.

In the case of force majeure, the obligations of the Party invoking such event are suspended throughout the duration of the force majeure event and shall return into force when such event has ceased. Should performance of the order be suspended due to a force majeure event for more than sixty (60) consecutive days, either Party may notify the other Party by registered mail with acknowledgment of receipt of the immediate termination of all or part of the order, without any damages being due to either Party.

ARTICLE 15 SUSPENSION OF THE ORDER

The Purchaser may in the absence of administrative approval, or at its own convenience, decide to suspend performance of all or part of the order by written notification. The Purchaser shall not be liable to bear any responsibility, or to reimburse any costs or additional expenditures related to such suspension.

If this suspension lasts for more than six (6) months, the Parties will meet to find a solution or to terminate the order.

The Purchaser shall notify in writing the Supplier of its decision to end the suspension period and that the order shall be fully performed

ARTICLE 16 TERMINATION

16.1 TERMINATION FOR CONVENIENCE

The Purchaser may, at any time, terminate the order either wholly or partially, at its own discretion and without formality, irrespective of any breach by the Supplier of its obligations. The termination shall be notified by means of registered letter with acknowledgement of receipt. This notification shall stipulate the effective date of the termination.

16.2 TERMINATION FOR CAUSE

Without any need of judicial decision and without prejudice to the penalties and damages available to the Purchaser, the Purchaser may in its own discretion terminate the order, in full or in part, by registered mail with acknowledgment of receipt, in the case of a breach of the Supplier of its contractual obligations, after written notice to remedy which remains without effect.

ARTICLE 17 REGULATION - CUSTOMS AUTHORIZATION

Pursuant to the traceability requirements resulting from the Purchaser's customs Authorization, such as "Authorized Economic Operator" ("AEO") or any equivalent status, the Supplier undertakes that it will provide the Purchaser with the following information.

17.1 For the purchase of materials, equipment, hardware, transportation crossing a border outside the European Union:

The Supplier must evidence its AEO certification or any other equivalent status, and, specify its authorization number; and on the invoice mention its customs designation and the origin of the materials, equipment and hardware delivered.

Should the Supplier not be AEO certified, or not hold any equivalent status, it undertakes to send the Purchaser a security declaration duly completed and attached to the acknowledgment of receipt of the order.

If these documents are not provided, the Purchaser will be entitled at its own discretion to terminate the order forthwith for the Supplier's fault, after a ten (10) days written notice left without effect as provided in article 16.2 "TERMINATION FOR CAUSE".

17.2 For On-site Services:

If the Supplier is a service provider operating on the Purchaser's Site(s), and as such not part of an international logistics chain, it is not mandatory

**SIMPLIFIED GENERAL TERMS
AND CONDITIONS OF PURCHASE
Edition 2015**



for it to sign a security declaration obliging it to abide by safety and security measures.

Nevertheless, the Supplier acknowledges having been informed by the Purchaser that the performance of the Services shall take place in premises subject to a safety-security requirement pursuant to the AEO authorization.

The Supplier shall abide by and adhere to and procure that its personnel and its subcontractors abide by and adhere to all the safety-security rules applicable on the Site(s), which have been communicated to it by the Purchaser.

ARTICLE 18 ANTI-BRIBERY

The Supplier represents and warrants that it is aware of the French law relating to illegal payments and in particular anti-bribery, extortion, insider influence or money laundering, and

any and all similar laws and regulations which govern the order if the order is performed fully or partially outside of France (Hereinafter referred to together as the "Anti-Bribery Laws").

The Supplier represents and warrants that on the effective date of the order, it and its personnel comply, and undertakes that they shall comply with the Anti-Bribery Laws.

The Supplier represents and warrants to the Purchaser that no sum (including fees, commissions or any other undue financial benefit) or any advantages (including but not limited to gifts, trips, meals or inappropriate entertainment) has been or will be directly or indirectly given/offered to an employee, director or company representative of the Purchaser or of an entity for obtaining the signature of an order or facilitating its performance.

The Supplier undertakes that it shall inform the Purchaser as soon as possible, from the effective date of the order, of any event which impacts the representations and warranties defined in this article.

Furthermore, in order to comply with the Anti-Bribery Laws or the above representations, warranties and commitments, the Supplier agrees, upon request by the Purchaser and at any time during performance of its business activities related to the performance of the order, to open its accounting records, registers and other documentation relating to its commercial activities relating to the execution of the order, to an independent accounting firm appointed by the Purchaser. This accounting firm will only provide the Purchaser with information in case of any breach of the Anti-Bribery Laws or the representations, warranties and commitments contained in the present article. The Purchaser undertakes that it shall bear all the costs of the requested audit, unless the report reveals a breach of the Anti-Bribery Laws or the above representations, warranties and commitments, in which case the Supplier alone shall bear all the costs of such an audit.

The Supplier acknowledges that the Purchaser has executed the order based on the above representations, warranties and commitments. Accordingly, if the Purchaser notes after the results of the above audit, that the Supplier has taken or is likely to take, in performing the order, a measure in breach of the Anti-Bribery Laws, it will be entitled to terminate the order by written notification, without legal formalities and with no compensation to the Supplier; it being understood that any sums due under the order on the termination date shall be payable. In the event of a breach by the Supplier, it shall become liable vis à vis

of the Purchaser for any damages, including but not limited to any loss of earnings, commercial loss, loss of expected profits or damage to the brand image suffered by the Purchaser or an entity of the AREVA's Group.

The Supplier represents having or undertaking to implement a compliance program adapted to its business and the specific risks to which it is exposed, to prevent practices of actions contrary to Anti-Bribery Laws and to promote integrity in its company. The Supplier undertakes that it shall maintain such program during the performance of the order and to regularly inform the Purchaser on its implementation.

ARTICLE 19 GOVERNING LAW - SETTLEMENT OF DISPUTES

19.1 GOVERNING LAW

The Order will be governed by French law, excluding the Vienna Convention of April 11, 1980 on Contracts for the International Sale of Goods is excluded

19.2 DISPUTES RESOLUTION

19.2.1 - ATTEMPT AT NEGOTIATION

In the event of any dispute or claim arising out of or relating to any provision of the order, including its validity, interpretation and/or performance, the Parties will attempt to settle such dispute amicably.

19.2.2 - MEDIATION

In the absence of an amicable settlement within forty-five (45) calendar days ("Negotiation Period") with effect from the first written claim sent by one of the Parties, the Parties agree to submit the dispute to mediation which will take place, unless agreed otherwise by the Parties within fifteen (15) days from the expiration of the Negotiation Period, in accordance with the Paris International Chamber of Commerce ("ICC") ADR (Amicable Dispute Resolution) Regulation.

19.2.3 - JURISDICTION

In the absence of settlement in respect of said mediation within forty-five (45) calendar days from the appointment of the mediator or within any other timescale which the Parties may agree in writing, the dispute will be permanently settled by the Courts in Paris, alone competent to deal with disputes arising from or in respect of the order.

However, in respect of the Special Conditions, a foreign Supplier may agree with the Purchaser to seek an arbitration clause in accordance with the Paris ICC regulation. The place of arbitration will then be set in a country neutral to the Parties to the order.

ARTICLE 20 SURVIVAL OF CLAUSES

The expiration, termination of the order shall not release either party hereto from any liability or right of action which at the time of termination has already accrued to either party hereto or which may thereafter accrue in respect of any act or omission prior to such termination; in particular the Liability, Warranties, Confidentiality, Intellectual Property, Applicable Law and Settlement of Disputes articles.