

## GENERAL TERMS AND CONDITIONS OF SALE

*Translated in English from French version – Only the French version is legally binding*

### PREAMBLE

These General Terms and Conditions of Sale apply to all orders placed with ROCKWOOL FRANCE S.A.S. (hereinafter referred to as the "Vendor") by its customers (hereinafter referred to as the "Customer(s)"), whatever the place of delivery of the products (Mainland France, French Overseas Departments and Territories, abroad). Consequently, any order placed with the Vendor necessarily involves, as an essential and decisive condition, the full and unreserved acceptance by the Customer of the said General Terms and Conditions of Sale. Any contrary condition and, particularly, all general or special terms and conditions coming from the Customer, including any purchase conditions and order forms, are consequently non-binding on the Vendor, unless agreed beforehand and in writing. In the event of cooperative groups or franchisees grouping together affiliated independent members, these General Terms and Conditions of Sale will be sent to the central office of the group, which agrees to pass them on to all of its affiliates on which they will then be binding. When it is compulsory by law, any change or addition to the terms of these General Terms and Conditions of Sale must be formalised in the annual agreement stipulated by articles L.441-7 and L.441-7-1 of the French Commercial Code, with details of the commitments made respectively by the parties as part of this change or this addition (ie. article 11 infra). The fact of not taking advantage, at a given moment, of any one of these General Terms and Conditions of Sale cannot be interpreted by the Customer as equivalent to a waiver by the Vendor of taking advantage of any one of these Terms and Conditions later on. These General Terms and Conditions of Sale can be amended at any time, with it being understood that any amendment will be notified by fax or by registered letter with acknowledgment of receipt to the Customer and that it will be effective after receipt of the notification. Moreover, the Customer acknowledges having obtained all the necessary information, including product documentation, to contract knowingly with the Vendor.

### 1 – PLACING THE ORDER

Orders must be sent to the head office of the Vendor by letter, fax or by email to the following address: ROCKWOOL FRANCE S.A.S., 111, rue du Château des Rentiers, 75013 Paris, specifying "ROCKWOOL", "ROCKFON", "ROCKWOOL Core Solutions", "ROCKPANEL" or "ROCKWOOL Technical Insulation". The numbers of faxes or email addresses will be communicated to the Customer through the sales organisation concerned. Orders must state the particulars, references, quantity of the ordered products, as well as a specific description (together with a diagram if necessary) in the case of specific products not on the price list. They will also clearly stipulate the place of delivery requested as well as any difficulties in accessing this place. The Vendor reserves the right to refuse orders if the Customer breaches any one of its obligations and, more generally, to refuse any order with an abnormal characteristic for whatever reason or placed in bad faith. Orders will only become fixed and final after written confirmation by the Vendor, in the form of an Order Receipt Note sent by letter, fax or by email; in the case of confirmation by fax, the production of the issue note produced by the fax machine or the Vendor's computer will be valid. Any

cancellation or change in the Customer's order must be notified in writing to the Vendor by fax, by email or by registered letter with acknowledgment of receipt and must be subject to the express and written consent of the Vendor, which the latter reserves the right to refuse. Any change to the order in terms of content and/or lead-times concerning products on the price list (excluding incidentals) without a minimum quantity must be made at the latest five working days before the delivery date stipulated and before ten a.m. In this event, the Vendor considers the amendment as a new order, cancelling the previous one, and confirms the new lead-time to the Customer. For products featured on the price list with a minimum quantity, additional products or specific products not on the price list, any amendment or cancellation must take place at the latest eight weeks before the delivery week stipulated (contact us for the costs in the case of cancellation or amendment of the order taking place less than eight weeks before the delivery date). In any case, reimbursement of the goods can only be proportional to the quantity considered as able to be dispatched again by the Vendor, with a deduction made for the various transport costs. The Vendor reserves the right to demand from the Customer advance payment for the total amount of the order by sending a pro forma invoice. The order will only then be considered as fixed and final after the Vendor cashes the amount billed. The Vendor reserves the right, even during the execution of the order, to demand a guarantee, that could notably take the form of a bank guarantee for the proper performance of the obligations, with any refusal authorising the cancellation of all or part of the orders placed.

### 2 – PRICE LIST

The prices of the products are set out in the price lists. The price lists can be viewed on the following websites: for ROCKWOOL products <http://www.rockwool.fr>, for ROCKFON products <http://www.rockfon.fr>, for ROCKPANEL products <http://www.rockpanel.fr>. For ROCKWOOL Technical Insulation products, the price lists are appended to these General Terms and Conditions of Sale and for ROCKWOOL Core Solution products prices are available on quotation. The prices applicable to a sale are those of the delivery date of the order to the Customer. In the event of a change in price, the change will be applicable to all orders delivered after the entry into force of the change in the Vendor's price. Under the annual negotiations of articles L.441-7 and L.441-7-1 of the French Commercial Code, the Vendor may modify the prices negotiated after the Customer's prior and written agreement (amendment, letter, fax or email). Prices are stated without tax. All taxes and duties that may be payable are charged to the Customer. For deliveries in Mainland France, excluding Corsica, prices are stated carriage paid and including packaging, in the conditions set in the price list. For sales to Corsica, prices are stated carriage paid, port of departure (Marseilles or Nice), including packaging, in the conditions set in the price list. Concerning sales to the French overseas departments and territories and abroad, prices are stated ex-works or warehouse of the Vendor (FCA Warehouse), standard packaging included. When it bears the cost of transporting the goods to the point of delivery of the Customer (carriage prepaid), the Vendor will use the most

suitable means of transport. The prices and information stated in the promotional documents, catalogues and prospectuses issued by the Vendor are provided for information purposes only; only the Vendor's prices in force on the date of delivery of the order are valid. The prices of products are drawn up according to their usual packing.

### 3 – DELIVERY – LOGISTICS

Delivery lead-times are only provided on request and for information purposes and can in no case incur the Vendor's liability. No compensation of any kind whatsoever can be considered in the event of late delivery for any reason whatsoever. Products are delivered or provided to the Customer on delivery media and in packing set out in the Vendor's price lists. Products travel at the risk of the Customer, which is responsible for checking the products on receipt and immediately stating any reservations to the carrier, under the conditions specified in article L.133-3 of the French Commercial Code (reservations on receipt, confirmed by registered letter within three days, not including public holidays). The Vendor's liability is limited to the replacement or to the reimbursement of products acknowledged as being defective or missing, under the conditions described in article 6 below. Furthermore, the Vendor's liability cannot be incurred in the event that the products sold are unloaded or stored in conditions that are abnormal or incompatible with their nature or their purpose.

### 4 – PAYMENT CONDITIONS

Invoices are payable to the Vendor's head office 45 days at the end of the month from the issue date of the invoice (addition of 45 days from the end of the month from the issue date of the invoice), unless otherwise stipulated by law, by cheque, transfer or bill of exchange. For export sales, the payment means are those currently used in international exchanges and are specified on a case-by-case basis. Bills of exchange must be returned to the Vendor bearing the Customer's acceptance within ten days of their receipt. The prior acceptance of the draft or letter of exchange can in no case form a waiver to the above stated payment period: only payment on the due date agreed is final. Pursuant to the provisions stated in articles L.441-3 and L.441-6 of the French Commercial Code, any total or partial non-performance by the Customer of its payment obligations or any delay, will automatically result in the payment of a penalty of an amount equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. The interest will begin to run from the day after the payment date stated on the invoice and will continue to run until full payment of the sums due to the Vendor. Any month began will be fully due. A fixed, non-reducible and automatic increase calculated at the rate of 10% of the sums due by the Customer will be applied as a penalty clause, without prejudice to late payment interest and any damages. Furthermore, under application of decree 2012-1115 of 2 October 2012, the Customer in a situation of late payment will automatically be a debtor, regarding the Vendor, of a fixed indemnity for recovery costs, of a total of €40 for each invoice paid late and this, from the first late day. This indemnity not subject to VAT will be added to the late payment penalties and when the recovery costs incurred exceed the amount of the fixed indemnity, the Vendor will have the option to request

from the courts an additional payment on provision of proof. The Vendor can automatically charge the late payment fees and penalties to any price reduction due to the Customer. Non-payment, even partial, of one of the agreed due payments for any of the deliveries, will result in the Vendor reserving the right to request immediate payment of all sums due by the Customer in whatever capacity. In the event of payment by bill of exchange, the failure to return the bill will be considered as an acceptance refusal akin to a payment default. No payment can be offset solely on the Customer's initiative, with the Vendor's prior and written agreement being indispensable and this, whatever provisions to the contrary may feature in the Customer's purchase conditions. Any unauthorised offsetting by the Vendor will be akin to payment default. In the event of a delay or total or partial non-performance by the Customer of its payment obligations, the Vendor may automatically suspend its deliveries, without prior notification. These provisions will cease to apply on full payment of the sums due, with the Customer then agreeing to the new delivery lead-times, which will be notified to it by the Vendor. In the event of manifest insolvency, payment after the due date, protective, administration or court-supervised liquidation proceedings, the Vendor may, subject to the compulsory provisions of article L.622-13 of the French Commercial Code:

- automatically and without any other formality, take back the goods corresponding to the order in question and any earlier unpaid orders, whether or not payment for them is due;
- automatically terminate the contract by notice sent to the Customer by registered letter with acknowledgement of receipt, without any other formality and without prejudice to the exercising of all its other rights. Any deterioration in the Customer's credit can, at any time, justify according to the risks incurred, the fixing of an upper limit overdraft that may be authorised for the Customer, the requirement of certain payment periods, payment in cash for current and future orders and certain guarantees. This will notably be the case if a sale, lease-management, pledge or contribution of its business or some of its components, or a change of control or structure of the Customer's company or in the person of its manager, is likely to produce an unfavourable effect on the Customer's credit. Pursuant to the provisions stated under article L.622-7 of the French Commercial Code, and by express agreement, in the event of initiating protective, administration or court-supervised proceedings of the Customer, the amount of outstanding invoices that it may have issued under the services performed for the Vendor and that of any price reductions due, will be offset with the sums that it still owes Vendor, with these immediately falling due.

### 5 – RETENTION OF TITLE

The products sold will remain the Vendor's property until the actual cashing of the full price by the Vendor; the price means the price billed in principal, increased by all incidentals (particularly expenses and interest). If the products, which are the subject of the retention of title, have been resold by the Customer, the Vendor's receivable will be automatically transferred to the receivable of the price of the products sold by the Customer. The Customer then assigns to the Vendor all the receivables that arise from the resale of the unpaid products under the retention of title. In the event of

protective, administration or court-supervised liquidation proceedings of the Customer, the products can be claimed, pursuant to the current legal and/or regulatory provisions. In the event of a claim on the goods, for partial or total non-payment, the products in stock will be deemed to correspond to the unpaid receivables. Pursuant to articles L.624-9 and L.624-16 of the French Commercial Code and notwithstanding any contrary clause, this retention of title clause is binding on the Customer. The Vendor is authorised by the Customer who accepts, to draw up an inventory and/or sequester the unpaid products held by it. All instalments previously paid will remain acquired, in their entirety, by the Vendor under the penalty clause. Notwithstanding this retention of title clause, all risks relating to the sold products are borne by the Customer. Therefore, the Customer will be held solely responsible for all risks of damage, loss, partial or total destruction, whatever the cause of the damage, even if it concerns an Act of God or force majeure event. Until full payment, the Customer is prohibited from granting any pledge or security on the sold products subject to the retention of title, or to use them as a guarantee. The Customer is obligated to notify any third party, particularly in the event of seizure, of the fact that the products under the retention of title clause belong to the Vendor, and to inform the Vendor immediately of any seizure or similar operation.

#### 6 – MISSING ITEMS – NON-CONFORMITY – GUARANTEE

The products marketed by the Vendor comply with the technical specifications required and to the legislation and/or regulations and/or standards in force and are guaranteed against any manufacturing defects. Any missing item, conformity fault or hidden defect will be brought to the attention of the Vendor by the Customer, in the form of a written notification sent by registered letter with acknowledgement of receipt within five working days following the delivery or discovery of the hidden defect. In the event of a missing item, conformity defect or hidden defect, the Vendor's guarantee is limited to the replacement of the missing or defective products or to drawing up a credit note without granting the right to the payment of any indemnity or damages for any reason whatsoever. The Vendor must have access to the product or disputed site in order to be able to make its observations. A return of the disputed goods will be requested by the Vendor and organised by it in under fifteen working days. The Customer must ensure to put the said goods at the Vendor's disposal at the stipulated time for its collection by the Vendor. The Vendor's guarantee will not apply in the event that the products have been processed, integrated or incorporated. Since the products marketed by the Vendor are technical products, they require strict compliance with the specification sheets accompanying them. To this end, the Customer agrees to comply with or ensure third parties comply with industry standards governing these products. The Vendor recommends that the Customer ensure, before selling or starting to use the product, that it is exactly compatible with the planned use by performing, if required, preliminary tests. In the case of products combining products sold by the Vendor and products other than those sold by the Vendor, only the fitter of the combined products is responsible for checking the compatibility of the said products prior to them being fitted. In no case can the Vendor's liability be sought after due to combined products. Use of the

products sold by the Vendor must comply with the documentation and written recommendations provided by the Vendor. For any other use, the Vendor's liability cannot be incurred.

#### 7 – RETURNS

No product return will be permitted without the Vendor's prior and written agreement. In any event, the costs relating to the carriage of the returned products will be borne by the Customer after acceptance of the return date by the Vendor. No return of a specific product not on the price list will be accepted. The reimbursement to the Customer of the returned goods will be according to the quantities that can be put back into stock by the Vendor for the purposes of resale.

#### 8 – INTELLECTUAL PROPERTY RIGHTS

The Vendor is the holder of all the intellectual property rights and, to this end, particularly the patents and trademarks covering the products sold to the Customer under the ROCKWOOL®, ROCKFON®, ROCKPANEL® trademarks and/or any other trademark used by the Vendor. Where applicable, the products delivered by the Vendor under the ROCKWOOL®, ROCKFON®, ROCKPANEL® trademarks and/or all other trademarks used by the Vendor can only be resold in their original presentation and under the conditions that comply with their trademark image and their technical specificities. The sale of products does not grant any prerogative to the Customer to the intellectual property rights held by the Vendor. The Customer agrees to comply with all the Vendor's intellectual property rights, of which it declares to be perfectly aware, notably regarding trademarks, patents, designs and models, as well as all other intellectual property rights held by the Vendor and companies affiliated to it. The Customer will inform the Vendor, in writing, when it becomes aware of it, of any legal action instigated against it with regard to intellectual and/or industrial property concerning the Vendor's products and will not take any measure without having previously notified the Vendor, which will alone be entitled to manage the proceedings and to decide on all actions to initiate or to implement. If the Customer incurs any costs concerning all types of proceedings that the Vendor could be involved in and on the basis of which the Customer could consider that it has grounds to claim damages, and without being in agreement with the Vendor beforehand, the Customer will bear the said costs without being able to claim any reimbursement of the sums incurred.

The Customer which is aware of an infringement of the patents protecting the products or trademarks held by the Vendor must immediately inform the Vendor by e-mail or by registered letter with acknowledgement of receipt.

#### 9 – FORCE MAJEURE

The performance by the parties of all or part of their obligations will be suspended in the case of the occurrence of an Act of God or force majeure event that impedes or delays the performance. The following are considered as such an event, without this list being exhaustive:

- war (declared or not declared), civil war, riot and revolution, act of piracy,
- sabotage, requisition, confiscation, nationalisation, embargo and expropriation,
- natural cataclysm such as a violent storm, cyclone, earthquake, tidal wave, flood, destruction by lightning,

- epidemic,
- accident, particularly tools, machine breakage, explosion, fire, destruction of machines, factories and facilities of any type whatsoever,
- interruption or delay in transport, breakdown of a carrier, impossibility of being supplied for any reason whatsoever, shortage of raw materials, quality defect or poor quality of raw materials,
- bankruptcy of a third party,
- boycott, strike and lockout in any form whatsoever, work to rule, occupation of factories and premises, work stoppage occurring in the companies of the party which requests exemption from its responsibility,
- act by an authority, whether legitimate or not, arbitrary or not.
- or any other event outside of the Vendor's control.

However, this suspension does not apply to payment obligations. In the event that this suspension continues beyond a period of fifteen days, the other party will have the option to terminate the order underway.

#### 10 – PRICE REDUCTIONS

The Customer will benefit from rebates and discounts granted by the Vendor, as long as the granting entitlement conditions are complied with. The payment of discounts by the Vendor is dependent on the condition that the Customer has complied with the payment dates for all of the invoices issued by the Vendor and preceding the payment of the said discounts. It is understood that payment of the discounts stated on an invoice for the purpose of complying with the legal provisions, can only take place provided that on 31 December of the year in progress, the conditions granting entitlement continue to be met by the Customer. If a single invoice is not paid, even partially, advance payments on discounts that may take place will be cancelled and must be immediately reimbursed by the Customer.

#### 11 – ANNUAL AGREEMENT / SPECIAL TERMS AND CONDITIONS OF SALE / SERVICES FOR ENHANCING THE MARKETING OF PRODUCTS / OTHER OBLIGATIONS INTENDED TO PROMOTE COMMERCIAL RELATIONS

Pursuant to the provisions of articles L.441-6, L.441-7 and L.441-7-1 of the French Commercial Code, an annual agreement drawn up between the Vendor and the Customer will take place before 1 March of year n and will set out all the obligations to which the parties are committed with a view to setting the price at the end of the trade negotiations; in this context, the annual agreement will specify:

- The conditions of the sales operation of products and particularly any special terms and conditions granted to the Customer, departing from these General Terms and Conditions of Sale, as long as these special terms and conditions are fully justified with a view to the commitments made by the Customer and the reality of which, at least potential, on the date of signing the annual agreement, must be shown beforehand by the said Customer. Payment by the Vendor of any discount is dependent on the condition that the Customer has complied with all of its obligations as well as the payment dates of all of the invoices preceding the date of the payment of these discounts.
- The other obligations intended to promote commercial relations between the Vendor and the Customer not coming under the commercial cooperation, by specifying for each of

them the purpose, date stipulated for the performance of the service and its terms of performance, as well as its remuneration in the form of a price reduction unless this does not concur overall with the determination of the agreed price of the commercial transaction; the Vendor and the Customer can determine overall a price reduction rate including all of the price advantages likely to reduce the price of the price list in return for the said obligations.

- The provision of services for enhancing the marketing of products, by defining the services that must be provided, the products concerned, the dates of the said services and their term, and their remuneration, unless the annual agreement drawn up in the form of a framework contract can in part refer to implementation contracts, but without the latter being able to be substituted for the annual framework contract, which must be drawn up prior to the performance of any service. The invoices for the provision of services drawn up by the Customer must comply with the provisions of article L.441-3 of the French Commercial Code as well as the provisions of article 289 of the French General Tax Code and article 242 nonies A of appendix II of the French General Tax Code.

No payment of a discount or for services for enhancing the marketing of products or other services can take place before the return of one of the two original copies of the annual agreement, duly signed, initialled and dated by the Customer, before 1 March of the current year.

The invoices for services for enhancing the marketing and/or other services will be paid after recording the performance of the service. They will not be offset with the invoices for delivery of the products and cannot be deducted from the payment of the latter, with any deduction being akin to a payment default by the Customer and will justify the refusal of delivery.

When the amount of a financial gain (remuneration of provision of services or discount) is determined by the application of a percentage on sales, this means net of all duties and taxes, and without the Eco-Packaging contribution. The discountable base will be formed from sales cashed by the Vendor reduced by all sums held back by the Customer for any reason whatsoever and particularly for the billing of penalties whatever their reason, except with the Vendor's prior and written acceptance.

#### 12 – COMMERCIAL DISPUTES

Any dispute from the Customer relating to all of the commercial relations existing with the Vendor and particularly for the payment of financial gains, of any nature whatsoever and this, particularly of discounts or remuneration for the provision of services, concerning year n, must be formulated at the latest within twelve (12) months following the expiry of the calendar year for which the sum is due. Beyond this period and by express exemption to the provisions stipulated under article L.110-4 of the French Commercial Code, no claim or dispute can be presented and the actions of the Customer will be time barred.

#### 13 – EXCLUSION OF ALL PENALTIES

Notwithstanding all contrary clauses or provisions that may feature in the purchasing conditions, referencing contracts, logistics conditions, special agreements (etc.), no penalty will be accepted by the Vendor, except with the prior and written agreement of the latter and this, whatever the reason for the penalty.

Any contrary clause is deemed unwritten. To this end, the Vendor does not agree to automatic debit.

Only direct material loss actually incurred resulting from a fault attributable to the Vendor during performance of the sales contract, shown and assessed by the Customer can give rise to compensation by the Vendor, after a request formulated to the Vendor and negotiation with the latter. In this respect, the Customer must provide the Vendor with any document attesting to the loss actually incurred (delivery note, etc.). If the parties fail to reach agreement, the assessment of the loss incurred will take place by appraisal by an expert appointed by the Presiding Judge of the Commercial Court of Paris, on the request of the first party taking action.

In the event of a breach of this clause by the Customer, the Vendor can refuse any new order of products and suspend its deliveries. Furthermore, the Vendor reserves the right to deduct from any sum due to the Customer, any amount that it would have deducted automatically.

#### 14 – NEW PROMOTIONAL INSTRUMENTS

Pursuant to article L.441-7 of the French Commercial Code, in the event that the Vendor and the Customer set up one or more product sale promotional campaigns through a mandate mechanism, these can only be binding on the Vendor on condition of complying with the following requirements:

The exact nature of the campaign, the date of performance and the duration, the points of sale concerned by the campaign, the nature of the products concerned as well as the amount of unit gain and the accountability methods must have been set out in the written contract concluded and executed pursuant to articles 1984 *et seq.* of the French Civil Code, drawn up prior to the performance of the campaigns in question.

Pursuant to the provisions of article 1993 of the French Civil Code, it is the Customer's responsibility to report to the Vendor on the proper performance of the campaigns in question: the accounts of the Customer must be accompanied by sales receipts for the sale of products and payment of the price reductions in question and/or virtual batches and/or free products or, in general, any documentary proof guaranteeing the proper performance of the campaign concerned. No payment can take place prior to this accounting.

The initiative of the promotional campaigns under mandate remains solely under the Vendor's responsibility, which alone will judge the commercial opportunity, on a case-by-case basis, of similar campaigns: consequently, the Customer can in no case claim the granting by the Vendor of a budget relating to the campaigns under mandate, or the balance of this budget, which would therefore in no case form an acquired right for the Customer.

#### 15 – EXPORT CONTROL AND SANCTIONS

The Vendor complies with applicable French, U.S., EU and UN export control regulations on embargoes, economic, commercial and financial sanctions or restrictive measures. Reciprocally, the Customer undertakes to comply with the same regulations and to provide end-user certificate to the Vendor at first request.

#### 16 – CODES OF CONDUCT – BUSINESS ETHICS – ANTI-CORRUPTION – WHISTLE BLOWER SCHEME

The ROCKWOOL Group, which the Vendor is part of, has acceded to the UN Global Compact initiative committing the Group to meet fundamental responsibilities in human rights, labour, environment and anti-corruption. The Group operates a Code of Conduct setting a high level of integrity within its companies. Moreover, the Vendor also operates a Code of Conduct specific to fight against corruption and bribery, reinforcing particularly the rejection of corruption in all forms and in all circumstances, and the permanent respect of business ethics in compliance with all applicable laws and regulations. The Customer undertakes to respect the same principles and to take all available necessary means for it. The ROCKWOOL Group operates a whistle blower scheme also available for third parties. This scheme allows to report confidentially serious concerns regarding breaches of business ethics by any member of the Group. See more on the scheme on [www.rockwoolgroup.com](http://www.rockwoolgroup.com).

#### 17 – DATA PROTECTION

The Vendor may process personal data in relation to its business relation with the Customer. Pursuant to its Privacy Policy, available on [www.rockwool.fr](http://www.rockwool.fr), the Vendor undertakes to comply with applicable data protection regulation, including the EU General Data Protection Regulation 2016/679 of 27 April 2016. In the absence of opposition, the Customer may get information on products and updates on the Vendor electronically or by any other communication means.

#### 18 – ENTIRETY

The nullity of all or part of a provision of these General Terms and Conditions of Sale due to a change in legislation or further to a court decision will not affect the validity of the other provisions.

#### 19 – JURISDICTION – APPLICABLE LAW

All of the contractual relations between the Vendor and the Customer stemming from the application of these General Terms and Conditions of Sale, and any special agreements that could be concluded, and any disputes resulting from them, whatever the nature, will be subject in all regards to French law and this, even when the products are sold to a Customer situated outside of French territory. The parties agree to do their utmost to amicably resolve disagreements likely to result from the interpretation, performance or cessation of commercial relations between the Vendor and the Customer. Any dispute originating in the performance of the contractual relations established between the Vendor and the Customer, as well as actions that will be a consequence of them, will be submitted to the jurisdiction of the competent courts of Paris, notwithstanding any incidental claim or any introduction of third parties or in the event of multiple defendants. This jurisdiction clause will apply even in emergency proceedings. Nevertheless, the Vendor will have the option to apply to any other competent jurisdiction, in particular that of the location of the Customer's head office or that of the place where the delivered goods are situated. Bills of exchange or acceptance of payment will not constitute a novation or exemption to this clause.

#### 20 – COMMENCEMENT

These General Terms and Conditions of Sale will commence on 1 November 2018. They cancel and replace those drawn up prior to the date hereof.