

TCS YSBLUE DAP/EXW BETWEEN PROFESSIONALS

Article 1 – Scope of application

These terms and conditions of sale ("TCS"), are applicable to all sales of products made by YSBLUE (hereafter the "Seller") according to the applicable Incoterm® CCI 2020 DAP or EXW, to a professional buyer, in the absence of contractual provisions that depart from them or special conditions that amend or supplement them. These TCS shall take precedence, by right, over any other provisions contained in the buyer's documents, unless expressly agreed in writing by the seller. Should a party fail to avail itself of a provision of the TCS at any given time, this may not be deemed as a waiver of availing itself of them at a later time.

Article 2 – Offers – Price

As long as the buyer has not placed an order, the Seller reserves the right to modify its products, their prices and their availability, without prior notice. Prices are given for a bulk delivery.

Bonded petroleum products (blue products) are always invoiced without TICPE (domestic tax on consumption of energy products) and without VAT, at the price agreed at the time of order placement, which has been duly accepted by the Seller.

If the actual delivery date differs from that agreed at the time of order placement, the Seller reserves the right to offer another price to the buyer and, in the case of DAP sale, to check the availability of trucks.

Invoicing without VAT may only be done if the buyer has provided the documents necessary for this exemption or suspension. It will be paid for services unless otherwise specifically agreed.

Any price change resulting from legal or regulatory changes (excise duties, taxes of any kind, changes in transport prices, etc.) will be immediately reflected in the invoice if it occurs before the products are delivered to the buyer.

Article 3 – Conditions related to supply

3.1. Compliance of the Products

The products are guaranteed to be in compliance with customs, administrative and inter-union specifications, according to the Chambre Syndicale du Raffinage (CSR) (refining trade union), in effect on the day of loading (hereafter the "**Specifications**").

All products sold are the subject of a Safety Data Sheet (SDS) available at www.quickfds.com.

The Seller guarantees that the Products comply with the FDS.www.quick-fds.com

The buyer acknowledges that it has read the information and informed its staff.

The buyer has ten (10) calendar days from the date of delivery of the products to issue detailed reservations concerning non-compliance of the product with the Specifications. After this period, the products delivered shall be deemed as definitively and irreversibly accepted by the buyer and any dispute and/or remedy, amicable and/or judicial, on any basis whatsoever and in any way whatsoever, shall be declared inadmissible. The Seller, having accepted the reservations duly communicated, may, at its discretion, remedy the situation by reimbursing to the buyer the price of the products concerned or by making a new delivery as soon as possible.

3.2. Control of quality and quantity

The quality control of the product shall be done in accordance with the procedures in effect at the production site of the product.

The measurement of quantities and sampling for the purpose of determining the conformity of the product with the provisions relating to quality and quantity shall be done at the loading terminal in accordance with best practices, at the time of delivery.

Quantity and quality certificates (or other such equivalent document that may be issued by the loading terminal) will be used, except in cases of manifest error or fraud, for billing purposes.

3.3. Compliance of the installations

The buyer agrees to ensure that the installations for the reception and storage of products comply with all regulations applicable to petroleum products (safety, accessibility, protection of the environment, etc.).

Article 4 – Orders - Sales

The act of placing an order implies complete acceptance by the buyer, without reservation, of the TCS. As soon as it is accepted by the Seller, the order will commit the buyer.

Article 5 - Order procedure

The order must be placed in writing unless otherwise agreed between the Seller and the Buyer. Orders are sent to: YSBLUE, 1 rue Anita Conti 29100 Douarnenez France.

Tel 02 98 92 21 50 Email: commerce@ysblue.fr

Depending on the type of order (storage on land, quay side), the order should include the following information:

- Full name of the company to be invoiced,
- Desired place of delivery,
- Delivery date desired by the buyer, subject to written confirmation by the seller,
- Products and quantities required.
- All other logistical and administrative specificities.

For DAP deliveries to a ship, the order should also include the following information:

- Name of the vessel,
- The flag of the vessel and IMO no., the certificate of maritime registration and the navigation permit or else a francization document,
- Probable time of arrival and departure of the vessel,
- Name of the agent at the port of delivery and its telephone number - any confirmation of an order by the Seller shall be done subject to designation of a local agent of the buyer,

The buyer must ensure that the product delivered and mentioned on the delivery slip is the product that it ordered and agrees to sign said delivery slip.

Article 6 - Delivery slip

For any delivery of products, the buyer shall sign a delivery slip in the form accepted by the Seller certifying that the products have been duly delivered and accepted with regard to quantity, quality and delivery conditions.

Article 7 - Additional fees

The Seller shall invoice the Buyer, who agrees to pay them, for the additional costs resulting from a specific request from a Buyer and for the costs relating to:

- any intervention related to delivery made outside normal working hours, on public holidays or days not usually worked, or outside the normal limits of the port, including wait time, rental of equipment and means of transport such as tug boats, ships, cranes, or additional pipes required by certain local regulations.
- sealing of tanks with lead on delivery trucks at the time of loading.

Article 8 – Penalty for quantities ordered but not delivered

In case of DAP delivery, if quantities ordered by the Buyer are not delivered by the Seller due to lack of space in the tanks, a penalty will be imposed on the Buyer.

This penalty will be indicated in the Seller's invoice and includes reimbursement of the cost of immobilization of the Seller's truck as well as the administrative costs related to this immobilization.

Article 9 – Guarantee

The Seller guarantees that on the date of delivery:

- it shall be the sole owner of the delivered product with the full right of sale for it and that the product is and shall be free of any encumbrance, right, lien or similar title belonging to a third party;
- the product has been manufactured and shipped in accordance with all applicable laws and regulations in effect at the place of manufacture.

The Seller's warranty concerning the product will be strictly limited to the Specifications. Therefore, the Seller gives no guarantees, express or implied, concerning suitable quality for sale, compatibility or relevance for a particular purpose or use, or in relation to the product, whether used alone or in combination with other substances or in a process, except for the Specifications.

The Seller shall not be responsible for damage to property or claims for hidden defects or those based on non-compliance of the product commercialised by the buyer and containing the product. If applicable, the buyer shall hold the Seller harmless from such actions and/or claims and shall compensate it accordingly.

Article 10 – Quantity – Transfer of risk – Remittance of the products

The quantity measured upon loading under metrological control shall be deemed as proof of the quantity remitted.

The transfer of risks from the Seller to the buyer depends on the Incoterm® ICC 2020 chosen by the Parties:

(a) EXW:

In the event that the buyer picks the product up directly from one or more resource points, it agrees to have its transporter respect the provisions of applicable regulations and, in particular, the provisions falling within the safety protocol and any other provisions which may be included in the internal rules in effect at the loading establishment. The buyer declares that it is fully familiar with all these applicable rules.

In addition, the transfer of risks and liability takes place at the time the product passes from the loading arm of the storage site of the resource point into the tank presented by the buyer.

(b) DAP:

The transfer of risks and liability takes place at the time the product crosses the connection flange between the delivery pipe of the means of transport chartered by the Seller and the fixed storage connection system designated by the buyer at its site.

Unloading operations are done under the control of the buyer and the transporter.

In the event of damage or missing goods, it is for the buyer to take up any necessary dispute with the transporter within a maximum of three (3) calendar days and in accordance with the procedures stated in Article L 133-3 of the Code of Commerce.

Any suspicion related to the product, its physical or chemical qualities must be expressed by the Buyer in writing, within a maximum of (7) calendar days. Any claim made after this deadline cannot be accepted by the Seller.

Article 11 – DAP delivery

11.1. Access to the Port

The Seller shall not be responsible for the impossibility of delivery due to public holidays, customary or port-specific holidays or local restrictions and regulations.

It will be the responsibility of the buyer to ensure free and secure access to the facilities and/or the vessel. Under no circumstances will the Seller be liable for damage or losses resulting from exceeding the time set to start or finish delivery operations and, in general, the Seller shall not be responsible for any demurrage or loss due exclusively to:

- blockage of the terminal,
- inadequate tank capacity,
- incorrect identification of the tanks,
- failure to observe the safety rules by the ship's crew or by a third party, during delivery of the products to storage facilities or tanks, in particular cooperatives.

If the Seller suffers damage or losses, the resulting financial consequences will be the responsibility of the buyer.

11.2. Availability of trucks

The cost of any delay at the place of unloading:

(i) shall be the responsibility of the Seller: if it is the consequence of absence by the truck of compliance with applicable laws and the requirements relating to trucks at the place of unloading, or when unloading has been interrupted;

(ii) shall be the responsibility of the buyer: when the truck has complied with the applicable laws and requirements relating to trucks at the place of unloading or if it is due to the provision by the Seller of drivers.

Such delays will include, but are not limited to, delays in moving the entry gate of the unloading site towards the pumping site.

Such costs shall include, but are not limited to, the cost of on-site accommodation and meals incurred as a result of the inability of the Seller's driver(s) to drive the vehicle outside the place of unloading according to the work hours specified by applicable laws.

11.3. Unloading

Unloading of trucks must be done safely and in a manner that complies with applicable laws and requirements for trucks at the place of unloading. Unloading must start at the point of connection of the hoses and continue without interruption.

Article 12 – Payment

Unless otherwise agreed by the Seller in the order, the Products are payable in cash, without discount, by direct debit, transfer or cheque. The payment date is indicated on the invoice. The items on the delivery note constitute the basis of the Seller's invoicing. At all times, the Seller reserves the right to set a limit on the outstanding balance of the buyer, to modify it and/or to subject the supply of products to respect of this limit and/or to present a guarantee taking into account any payment terms granted. Any payment not made by the due date leads, cumulatively, to:

- The right to suspend or cancel any delivery for any order,
 - Forfeiture of the term of payment granted for any amount not come due, without prior formality,
 - Application, without the necessity of a reminder, to any amount not paid by its due date, of a late penalty, after the date following the payment due date appearing on the invoice, calculated on the basis of a rate equal to three (3) times the legal rate of interest
- Billing of set compensation for collection costs in the amount of forty (40) euros, as specified by article D 441-5 of the Code of Commerce.

The Seller reserves the right to claim additional compensation for all other costs arising from the delay in payment, in addition to said set amount and, in particular, when the matter is transferred to the Seller's litigation and/or collection departments.

Any partial payment of one or more invoices shall be applied against the portion of the debt that does not have the privilege of article 380 of the Customs Code. The same applies to the amount of any credit notes issued by the Seller to the buyer. The buyer shall have a maximum of thirty (30) days from the date of issue of the invoice sent by postal mail to dispute this invoice. Any complaint or dispute regarding the amount or nature of the supplies as indicated in the invoices shall be submitted in writing to the Seller and shall be accompanied by supporting documentation. After this period, the buyer is deemed to have waived any action against this invoice. If the buyer considers that it is justified in contesting the total amount of an invoice, it shall nevertheless pay the Seller the full amount of that invoice, including taxes, under the conditions stated above, except in the event of a clear error by the Seller.

Article 13 – Financial guarantee

In order to guarantee the payment of all existing or outstanding receivables to the Seller as a result of its commercial relations with the Buyer, the latter agrees to provide, at its own expense, to the Seller, at first request, a financial guarantee, guarantors or unremunerated cash collateral, in accordance with the provisions of articles 2355, 2336 and 2341, paragraph 2 of the Civil Code.

The Seller shall inform the buyer of the nature, duration, the amount excluding all taxes (HTT) and the deadlines for providing this guarantee.

Article 14 – Retention of ownership

The transfer of ownership of the products sold is subject to full payment of the price, in principal and related charges, regardless of the method and terms of payment used.

Upon receipt, the buyer may dispose of the products for processing, consumption or resale. This option is withdrawn, by right and without prior notice, in the absence of payment by the due date. The buyer agrees to permit identification of the products, at any time, with a view to reclaiming them, with the understanding that products in stock are deemed as corresponding, in whole or in part, to the products for which payment is outstanding. In the event of default and after simple recognition of the latter, the Seller reserves the right to immediately reclaim the products, and the costs of pumping and return transport shall be the responsibility of by the buyer.

Article 15 - Insurance

Each of the parties hereby declares that it holds a valid policy(ies) with an insurance company known to be solvent, guaranteeing its risks under common law and under this agreement. Each Party shall provide proof of such guarantees in the form of an insurance certificate upon first request from the other Party.

Article 16 – Protection of personal data

The parties will comply with applicable law relative to the protection of personal data and, in particular, (EU) regulation 2016/679 from the European Parliament and from the Council of 27 April 2016, relative to the protection of natural persons with regard to the processing of personal data (GDPR).

Any information relating to an identified or identifiable natural person, in particular the business details of the personnel and contractors of one of the parties, which is communicated to the other party (hereafter "**Personal Data**"), will undergo processing.

Personal Data will only be used by the parties and will only be passed on to third parties that are service providers involved in managing and monitoring the customer relationship or to the Seller's affiliates for similar products and services. Personal Data may be retained for as long as necessary to manage and execute the order and to comply with applicable laws.

In accordance with applicable law, any person whose personal data is disclosed to a Party has the right to access the Personal Data in question and to request that the Party correct, update, modify or delete it, share it with certain third parties, discontinue or restrict the processing of said Personal Data. Natural persons wishing to exercise their rights may, where appropriate, contact the parties.

Article 17 – Liability

Each Party shall be responsible for any direct property damage which it causes to the other Party or to third parties as a result of execution of the Order. It will guarantee the other party and its insurers against any direct property damage, and/or liability that the other party could come to incur in this regard.

The parties agree that none of them will be liable for consequential and/or indirect losses, including lost profits, losses for business interruption, lost opportunities, lost clientele or damage to reputation, unless the harm results from negligence or gross negligence.

Under no circumstances may the liability of the Seller be incurred or sought as a result of non-compliance of the products to the Specifications and no complaint from the buyer shall be admissible:

- If the delivered products have been packaged, processed, modified or mixed with another product after delivery; and/or
- If the storage conditions are likely to have altered the Specifications of the products.

Notwithstanding the preceding paragraphs, the liability of the Seller shall be limited to the invoiced value of the product.

Article 18 – REACH Regulations

The provisions of this Article shall apply when the products may be considered as a substance, a mixture or an article as intended in Article 3 of the REACH Regulations.

18.1. Compliance of the products with REACH Regulations

The Seller declares that the products delivered comply with the provisions of the REACH Regulations in effect on the day of delivery, for the purposes specified in the Seller's specifications and/or in the SDS and under the conditions defined in this article.

The product is registered.

18.2. Conditions of use of the products

The required SDS(s) for certain substances and mixtures described in Article 31 of the REACH Regulations are available on the Internet (www.quickfds.com). In the absence of SDSs, the information, notably that in Article 32 of the REACH Regulations, on the identification and implementation of appropriate risk management measures, shall be communicated by the Seller in the Seller's specifications.

The buyer acknowledges having received all the information mentioned to in the preceding paragraph, and agrees to become familiar with it and to respect and implement the provisions, measures and precautions contained therein.

In addition, the buyer agrees to provide such information and obligations to its sub-buyers, sub-contractors, downstream or final users.

Under no circumstances may the Seller be held responsible for harm resulting from a lack of information or the communication of incorrect, incomplete or insufficient information by the buyer to its sub-buyers, sub-contractors, downstream or final users, or resulting from non-compliance by the latter with the provisions, measures and precautions contained in the SDS and/or the Seller's specifications.

18.3. Obligation of information of the buyer

In addition to the provisions, measures and precautions contained in the SDS and the Seller's Specifications, the Buyer agrees to put forth its best effort to identify, implement, update and, where appropriate, recommend appropriate measures to the Seller to ensure proper control of the risks identified in the SDS and/or Seller's Specifications.

In addition, the buyer agrees to provide the Seller any new information on the dangerous aspects of the product delivered, regardless of the uses concerned, as well as any other information of a nature to challenge and/or improve the measures of managing risks related to the product, precautions or recommendations contained in an SDS and/or the Seller's Specifications.

18.4. Information on uses of the products

The Seller's declaration contained in paragraph 17.1. above applies to only the uses expressly mentioned in the SDS and the Seller's Specifications.

However, if the buyer wishes that new or specific uses be taken into account in the SDS or Specifications of the Seller, it shall provide the seller with sufficient information on these uses. This information must be communicated in writing by the buyer to the Seller within a time frame compatible with implementation of the obligations under the REACH Regulations, in order to limit the risk of delay or supply disruption.

However, and notwithstanding this notification, the Seller shall not be required to take into account specific or new uses not provided for in the SDS or in its Specifications which are sent to it by the Buyer. In any event, the Seller shall not be responsible for any delay or interruption of supply resulting from evolution of the REACH Regulations.

The declaration of the Seller under paragraph 17.1. above shall apply only in case and from acknowledgment of the specific or new use in the SDS and/or in the Seller's Specifications.

For any use not taken into account in the Seller's Specifications or in the SDS and, in general, any use which is ill-advised by the Seller, the Buyer agrees to either prepare a report on chemical safety or to terminate this use, in accordance with the provisions of the REACH Regulations.

18.5. Seller's Limitation/Exclusion of Liability

Use of the products and conformity for the uses stated in the Seller's Specifications and/or in the SDS are the responsibility of the buyer, its sub-buyers, sub-contractors and/or downstream or final users.

Under no circumstances shall the Seller be responsible for any losses which could be caused to the buyer, its sub-buyers, sub-contractors and/or downstream or final users, or to any third party or the environment resulting from (i) a specific use or use of the Product that is not considered in Seller's Specifications or SDSs, or (ii) a use not recommended in writing by the Seller, or (iii) a use that does not comply with the provisions, measures or precautions contained in the SDS or the Seller's Specifications.

Furthermore, no compensation may be charged to the Seller due to evolution of the REACH Regulations, notably in case of delay in delivery or in case of interruption in the supply of the products, or of absence or delay in registration or loss of registered status. In addition, no compensation will be due by the Seller in the event that evolution of the REACH Regulations leads the Seller to discontinue the supply of the product.

18.6. Compensation

In the event of a failure by a Party to fulfil any of its obligations under the REACH Regulations or its specific obligations described above, the latter shall indemnify, defend and protect the other Party for any liability, damage, injury or loss (including those resulting from third-party claims), complaint, action, procedure, trial, judgment, application, cost, expense and penalty (including reasonable attorneys' fees), tax and contribution required or incurred by the other party on account of or in connection with such failure.

Article 19 - Health, safety and environment

The buyer shall provide its employees and end users SDS or any other health, safety and environmental information provided by the Seller for marine fuel deliveries. It will be the buyer's responsibility to ensure that the recommendations on handling and use of the marine fuels delivered, as contained in the SDS, are applied by its employees and any other user. The buyer shall require that its customers adhere to the obligations contained in the SDS, and also respect the obligation to include these obligations in any contract for resale of the marine fuels delivered under a provision drafted in the same terms as herein. It will be the responsibility of the buyer to ensure that the obligations, requirements or recommendations concerning health, safety and the environment and concerning the marine fuels delivered are complied with as stipulated in any legislation, laws, regulations or directives in effect or applicable in the territories, States or other jurisdictions where the buyer resells marine fuels.

Article 20 – Force majeure

Neither the Seller nor the Buyer shall be responsible for any failure to perform any of their obligations to the extent that this Party proves that the failure was due to a hindrance beyond its control.

A hindrance as intended in the clause: provided that the general requirements of the clause are satisfied, shall include the delay, obstacle, reduction, interference, interruption or prevention of performance by a party of its obligations resulting from events such as the following, without this list being exhaustive:

- (a) war, whether declared or not, civil war, riots or revolution, acts of piracy, acts of sabotage;
- (b) natural disasters such as severe storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- (c) explosions, fires, destruction of tanks, pipelines, refineries or terminals and any kind of installations;
- (d) boycotts, strikes, lockouts, wage disputes of any kind, slowdowns, occupation of factories and premises;
- (e) an interruption, reduction, interference with, failure or cessation of supplies of products from the Seller's supply sources or the Seller's suppliers, or any refusal to supply the product, whether legal or otherwise, by the Seller's suppliers;
- (f) compliance with any law, regulation or order or decisions, applications or requests from an international, national, port, transportation, local or other authority or agency (including the International Energy Agency ("IEA")) or any body or person that is supposed to be or is acting for any such authority or agency or any company directly or indirectly controlled by any of them;

A case of force majeure shall not include delay, obstacle, reduction, interference with, interruption or prevention of the obligation of a Party to make payment for the order whether in terms of price, shipment, demurrage or any other financial obligation, whatsoever when the hindrance is caused solely by a lack of funds.

The party seeking the remedy (the “dependent Party”) shall notify the other party in writing as soon as reasonably possible after having become aware of said hindrance and of the effects, or reasonably anticipated effects, with as much detail as possible. The dependent party will make all reasonable efforts to mitigate and overcome the effects of the hindrance.

The dependent Party, if it is the Seller, will not be obliged to buy floating stock or otherwise from other suppliers to make up for shortages or delivery shortfalls resulting from an impediment.

Article 21 – Duty-free products

Documents concerning duty-free products must be kept for a period of five (5) years at the disposal of the Administration of Customs and Indirect duties.

Article 22 – Choice of transporter

If the buyer entrusts the transport service to the Seller, the choice of transporter belongs to the Seller. However, the buyer may express preferences or any wish likely to influence the choice, but the Seller remains free in its final decision.

Article 23 – Security

In the case of an EXW delivery, the buyer agrees that:

- a) the transporter declares that it is fully aware of the provisions of Decree No. 2017-757 of 3 May 2017, which insert Articles R.114-7 to R. 114-10 in Chapter IV of Title I of Book I of the Regulatory Part of the Code of Internal Security;
- b) In its capacity as an employer, whether in the case of recruitment and/or assignment, for any person assigned to one of the functions referred to in Article R.114-7 of the French Code of Internal Security, including driving personnel, the transporter agrees to request that the administrative inquiry be done as indicated in the provisions of Article R.R.8-I and R. 114-8-II of the Code of Internal Security. The transporter ensures the buyer that no person who is the subject of an opinion of incompatibility is assigned to performance of the transport services.
- c) The transporter shall ensure that its potential subcontractors make the same commitments.
- d) The transporter agrees to ensure that similar measures for the administrative inquiry and, where appropriate, for non-assignment to transport services, are taken by itself and/or all companies in its group once a normative, legal and/or similar regulation is enacted to permit requests for administrative investigations in other countries of the European Union or in the UK, in accordance with this normative provision. Any time, the transporter will be able to justify strict application of these measures to the buyer.

Article 24 - Confidentiality

The parties are bound by a non-disclosure obligation and shall treat the terms and conditions of the CGV as strictly confidential, as well as the order and all documents and information that they shall come to exchange within the framework of its performance, during its execution and for three (3) years after its execution.

However, the parties are authorized to disclose the confidential information resulting from or derived from the order:

- to their directors, employees, accountants, insurers, auditors, legal and financial advisors, bankers, financial institutions, assignees or potential assignees, agents or representatives, as long as they are bound by an obligation of confidentiality;
- to the entities of the group to which they belong as long as they are bound by an obligation of confidentiality;
- to judicial or governmental authorities holding a court order or administrative request, as long as the party which is required to do so notifies the other party immediately in writing;
- to national or European regulatory authorities as long as the party which is required to do so notifies the other party immediately in writing.

Article 25 - Transfer

Each Party is prohibited, unless prior written consent has been obtained from the other Party, from assigning or transferring, in any form and by any means whatsoever, the benefit of the order.

However, each of the parties may - by right and without prior formality - assign, transfer, contribute or transmit, including by means of universal transfer of assets, all or part of the order or all or part of the rights and/or obligations arising from the order to one of its related companies as intended in Article L. 233-3 of the Code of Commerce.

The party concerned or a related company which replaces it in its rights and obligations by the effect of this clause shall inform the other Party by any means, within a reasonable time.

Notwithstanding the above provisions, the parties agree to be able to assign all or part of their right to receive and obtain payment to any third party freely and without prior formalities.

Article 26 – Cancellation

26.1. With prior formal notice

Each Party may cancel the order or contract in whole or in part, without prejudice to damages, in the event of breach of an obligation of the other Party, after formal notice sent by registered letter with acknowledgment of receipt which has been to no avail for a period of fifteen (15) calendar days.

The cancellation shall take effect without further formalities upon expiry of the period of fifteen (15) days if the defaulting party has not complied with its obligation.

26.2 Without prior formal notice

Each party may cancel all or part of the order and contract, without prior formal notice and without prejudice to any damages, in case of breach of an obligation incumbent upon the other party which is contrary to the good faith or fairness of contractual relations.

In general, any breach by a party that it is likely to cause serious injury to the other party, such as harm to its image, may result in immediate termination of the order or contract, in whole or in part, without prejudice to any damages.

In all the cases mentioned above, the cancellation shall take effect from receipt by the party concerned of the letter sent by registered mail with acknowledgment of receipt by the other Party notifying it of the breach(es) which justify cancellation of the order and contract.

Article 27 – Ethics and Compliance

The parties declare and guarantee that they will perform the order in full compliance with the laws and principles in effect, as defined in their respective Codes of Conduct, and with principles at least equivalent to those of the Anti-Corruption section. In the absence of a Code of Conduct or anti-corruption principles equivalent to those of the Anti-Corruption section of one of the parties, the order will adhere to the principles of the other party.

Article 28 – Compliance with international economic sanctions

The order must be executed by the parties in accordance with export control laws and international economic sanctions applicable to the parties.

No Party shall be obliged to perform its obligations if such performance constitutes or could constitute a breach of any laws or regulations applicable to the parties relating to export controls and international economic sanctions. This shall also be true if performance is incompatible with or exposes this party (the "**Affected Party**") to convictions under any such laws or regulations. If this is the case, then the affected party must promptly notify the other party in writing of its inability to execute the order.

Once this notification has been given, the affected party may then:

- (i) suspend performance of its affected contractual obligations until it is able to legally perform them; or
- (ii) terminate the order when the affected Party cannot or will not be able to legally perform this obligation.

Article 29 – Fight against Corruption

The buyer and the seller guarantee and agree that they will respect the laws, regulations, rules, decrees and/or any official order from the applicable governmental authorities concerning the fight against corruption and money laundering and any other anti-corruption laws otherwise applicable to the parties, and that they will not take any action punishable by fines or penalties in accordance with such laws, regulations, rules or requirements.

The buyer and the seller represent, guarantee and agree that they will not take part in the following acts, directly or indirectly: pay, offer, give or promise to pay or authorize the payment of any sums of money or other things of value to: (i) a representative of the government (official) or an officer or employee of a government or a government department, agency; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity on behalf of a government or department, agency or public international organization; (iv) a political or official party (government official) of that party, or a candidate of that political party; (v) a director, officer, employee or agent/representative of a real or potential counterparty, supplier or customer of the buyer or seller; (vi) any person, individual or entity under the direction or orders of the persons or entities described above.

In particular, the Seller represents and guarantees the Buyer that it has not made or offered any payment, present, promise or any other benefit, whether directly or through intermediaries, for the use or benefit of a public agent of the government of the country from which the product originates and which could violate applicable laws.

All payments made by one of the parties to the other must be made in accordance with the terms of payment specified in the TCS and the order. The payment instructions indicated in the invoices shall be deemed as a guarantee by the party issuing the invoice that the designated bank account is held only by it or by its transferee.

Without prejudice to the rights and other remedies available to the parties under the applicable law or under the provisions of the TCS, the Buyer or Seller may either (i) suspend or (ii) terminate the Order or Contract immediately upon written notice to the other Party at any time if, in its reasonable judgment, the other Party is in default of any of the obligations under this Article.

Article 30 – Assignment of competence and jurisdiction

Only French law is applicable to the relationship between the seller and the buyer, with the exception of the rules for the resolution of conflicts of law.

The parties shall make every effort to amicably resolve any disputes or disagreements relative to interpretation or execution.

Each of the parties may refer the matter to the Commerce Court of Quimper, to which the parties intend to grant express competence and jurisdiction, notably with regard to determination of the liability of each party.