

GENERAL SALES CONDITIONS

NOTE: ALWAYS UNLESS OTHERWISE AGREED UPON BETWEEN PRODWAYS AND THE CUSTOMER IN THE SPECIAL CONDITIONS

1 GENERAL

These General Sales Conditions shall apply to any services (hereafter the "Services") and to products, softwares, goods and materials (together hereafter the "Products") manufactured and/or provided to a customer including rental solutions (hereafter the "Customer") by PRODWAYS, a company existing under the laws of France registered under number RCS PARIS 499 568 814.

For the purpose of these General Sales Conditions, but not limited to, 'Materials' shall designate any and all consumables such as premium composites and hybrid materials, liquid materials, custom-made materials, powders and pastes involved in the printing process and duly approved by PRODWAYS.

Any quote or offer (hereafter the "Offer") made by PRODWAYS to the Customer for its Products shall be governed by these General Sales Conditions. PRODWAYS's General Sales Conditions are communicated to Customers to enable them to place orders. No specific conditions set down by the Customer, unless formally accepted in writing by PRODWAYS, shall prevail over the present General Sales Conditions.

The Customer's written acceptance of the Offer and/or the placement of an order in writing by the Customer (hereafter the "Order") shall be deemed the Customer's unconditional and irrevocable agreement to these General Sales Conditions to the exclusion of any other documents.

Any modifications or contrary clauses set down by the Customer shall not in the absence of the written express acceptance thereof, be enforced against PRODWAYS, irrespective of when such a clause is brought to the attention of the latter.

The Contract (hereafter the "Contract") shall consist of:

- An agreement signed by both parties and/or the Order and its Order Acceptance agreed upon by both parties, including, as the case may be, any complementary specific and/or special conditions of sale (the "Special Conditions"); and
- Any and all specifications related to the Product and/or Services and/or Materials provided and/or manufactured by PRODWAYS; and
- These General Sales Conditions, which form an integral part of the Contract.

The Customer shall ensure that the terms of its Order and any applicable Special Conditions are complete and accurate.

The Contract constitutes the entire agreement between PRODWAYS and the Customer with respect to its subject matter and supersedes all prior agreements and understandings between them (whether oral, in writing or any other form).

These General Sales Conditions are available at www.prodways.com. PRODWAYS reserves the right to amend the General Sales Conditions at any time. PRODWAYS will notify any such amendments by sending the amended General Sales Conditions to Customer, posting them on the aforementioned website or otherwise. The amended conditions shall apply to all transactions concluded between Customer and PRODWAYS after the date of such notification done by PRODWAYS. Any electronic communication between PRODWAYS and Customer shall be effective as originals and shall be considered to be a 'writing' between the parties. The electronic communication system used by PRODWAYS will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

2 TERMS OF SALE

2.1 Acceptance of Orders. Orders shall be deemed final when finally accepted by PRODWAYS (hereafter the 'Order Acceptance'). PRODWAYS reserves the right to modify the sale or delivery seven (7) days from the receipt of the Order. In the absence of a modification by the end of this period, final acceptance of the Order shall be deemed to have been given by PRODWAYS.

2.2 Cancellation of Orders.

- Orders shall be binding on the Customer and shall commit the latter to the payment of the total amount of the Order in the event of cancellation notified to PRODWAYS more than 30 days after the Acceptance by PRODWAYS of the Order;
- In the event of cancellation notified to PRODWAYS by the Customer less than 30 days after the Acceptance by PRODWAYS of the Order, PRODWAYS shall retain the amount of the advance payment already paid by the Customer.

These dispositions do not apply to Materials or Custom-Made Materials whose corresponding Orders shall not be cancelled by Customer once received by PRODWAYS.

2.3 Price and VAT. Unless otherwise agreed between the Parties, the prices applicable to the Contract are quoted in Euros (EUR), which will be the invoicing and payment currency. The Prices set forth in the Offer are valid for a period of one (1) month. VAT is not included in the Price. If VAT is applicable, it will appear on the invoice separately at the rate applicable on the date of the invoice. All prices are exclusive of all taxes, customs duties, levies and other charges whatsoever which the Customer shall pay in addition when it is due to pay for the Products. PRODWAYS is entitled to increase the price of Materials still to be delivered if the cost price determining factors have been subject to an increase. These factors are, not limited to: raw and auxiliary materials, energy, products obtained by PRODWAYS from third parties, wages, salaries, freight costs and insurance premiums. PRODWAYS shall notify Customer by written notice, of such increase which shall not exceed the increase in the determining factors. Customer has a period of 7 (seven) days from the receipt of notification to cancel the order. These dispositions do not apply to Custom-Made Materials Orders that can not be cancelled by the Customer after Acceptance Order by PRODWAYS.

2.4 Terms and conditions of payment. The terms and conditions of payment are as follows:

- For Materials and Custom-Made Materials: Complete and full payment without delay following the dispositions of the Order received by PRODWAYS (and prior shipment of the Materials)
- For Products submitted to the Acceptance Procedure (Article 3.1):
 - A down payment corresponding to 50% of the total amount of the Order shall be paid by the Customer without delay following the receipt of the invoice, by wire transfer,
 - 40% shall be paid by the Customer upon notification that the Products are ready to ship (and prior to shipment), without delay following the receipt of the invoice, by wire transfer,
 - The remaining 10% shall be paid without delay following the installation of the Product in the Customer's premises and signature of the Final Acceptance Minutes but no latest than 30 (thirty) days after shipment if installation is pending.

Failure to pay by the due date listed on the invoice shall automatically and without notification result in the application of late penalties fees equivalent to the ECB refinancing rate plus ten (10) percentage points according to the dispositions of French Code de Commerce (Article L441-6 alinéa 12). PRODWAYS is also entitled to obtain from the Customer, without notification, a fixed sum of € 40 (forty euros), as compensation for recovery costs according to the dispositions of French Code de commerce (Articles L441-3 and L441-6).

3 DELIVERY

All Products and/or parts and/or Materials thereof to be delivered by PRODWAYS under the Contract are to be understood "EXW" or "Ex-Works", PRODWAYS premises designated in the Offer, according to the INCOTERMS 2010 of the International Chamber of Commerce. PRODWAYS liability ceases upon delivery to the initial carrier. All expenses related to loading, shipping, insurance, taxes, customs duties, levies and other charges whatsoever shall be paid by the Customer. If requested by the Customer, PRODWAYS may offer a transport and insurance service to be quoted separately. PRODWAYS shall make its best efforts in order to observe the specified time of delivery. Late deliveries on the scheduled date shall not give rise to any compensation, discount or cancellation of Orders in progress. Therefore, PRODWAYS cannot be held liable for any damage caused to the Products or sustained by the Customer or by third parties pursuant to defective loading, such as inter alia the overloading of the vehicle, improper or insufficient trimming and inadequate distribution of the cargo.

3.1 Delivery and Final Acceptance Procedure. The Customer is responsible to verify the Products and/or Materials upon arrival. In case of damage or non-compliance with respect to the delivery, the Customer shall record its reservations on the delivery and immediately inform PRODWAYS in writing and shall share to the carrier in the manner and time provided by the regulations applicable to the mode of transport, with a copy to PRODWAYS.

The Products and/or Materials shall be deemed accepted by the Customer and the Customer shall be deemed to have waived any claims with respect to such Products and/or Materials, unless PRODWAYS is notified in writing of a claim within eight (8) days of the date of the delivery of the Product.

Any claims concerning any conspicuous defects, or non-conformity with the Order or packing list form of the delivered Products, should be stated by the Customer to PRODWAYS in writing within eight (8) days from the delivery of such Products and/or Materials. The Customer shall supply evidence to support the reality of any alleged defects. The Customer shall allow PRODWAYS every possibility to examine and remedy such defects. The Customer shall refrain from taking any action itself, or through any third party, to this end.

All returns of Products and/or Materials shall be subject to a formal agreement between PRODWAYS and the Customer. All Products and/or Materials returned without such an agreement shall be held at the Customer's disposal and no credit note shall be issued. The costs and risks connected with any returns of Products and/or Materials shall be borne and paid by the Customer.

(i) Materials conformity

PRODWAYS has the right for Custom-Made products to supply 10 % more or less than the agreed amount.

The Materials shall be in conformity with PRODWAYS' standard Materials Specifications. In case of a discord between the parties concerning Materials' specifications, the Customer will deliver representative samples of said materials to PRODWAYS for testing, providing the original packaging. PRODWAYS shall have ten (10) business days to complete testing of such Materials. If materials delivered do not meet the agreed specifications, PRODWAYS will replace Materials at no charge to Customer or issue a credit or reimburse the amount of the original invoice price. A determination of whether or not delivered Materials conform to the Specifications shall be done solely analysing the samples or records retained by PRODWAYS and taken from the batches in which the Materials were produced. In case of a discord between the parties, PRODWAYS will supply samples of said batch to an independent laboratory reasonably acceptable to Customer to have determined whether or not the batch or run in question has met the specifications. The results of such analysis shall be binding upon the parties and the party unable to uphold its position shall bear the related costs of the laboratory. Complaints, if any, do not affect Customer's obligation to pay as defined in Article 2.

(ii) Labeling

The Materials are labeled in accordance with the regulations in force in the European union member states for handling, transport and use of Materials and the acceptance of a delivery implies that the Customer recognition compliance with this regulation. The Customer agrees to keep labeling including during container disposal.

(iii) Responsibilities because Materials

The Customer needs to use Materials in accordance with the information contained in the Safety Data Sheet and the Materials label. PRODWAYS shall under no circumstances be held responsible for the consequences of incorrect use or inconsistent with the Safety Data Sheets. This exclusion of responsibility also applies to the handling, storage, transport and disposal of Materials sold.

3.2 Products submitted to the Acceptance Procedure

Before the load to the initial carrier, the functionalities of the Product shall be validated by PRODWAYS, unless otherwise agreed in the Special Conditions, upon the arrival of the Product in the Customer's premises, Customer shall notify PRODWAYS in order to agree on a scheduled date to proceed with the Final Acceptance, which shall occur within thirty (30) days from said notification. PRODWAYS shall perform the installation of the Product in the Customer's premises. Said commissioning of the Product in the Customer's premises will be subject to the signature of a Final Acceptance Minutes by the representatives of the Parties. In case Customer does not contact PRODWAYS by the end of the fifteen days mentioned above regarding the installation of the Product, Customer shall be deemed to have agreed on the Final Acceptance and shall pay without undue delay to PRODWAYS the remaining 10% of the total amount of the Order.

3.3 Reservation of Title. The title in the Product shall pass to the Customer only when full payment of the Contract price has been received by PRODWAYS for all Product whatsoever supplied (and all services rendered) at any time by PRODWAYS to the Customer. In case of non-payment at the due date and upon demand of PRODWAYS, the Customer must return to PRODWAYS all Products unpaid for and shall permit the servants or agents of PRODWAYS to enter the Customer's premises and repossess the Product at any time.

3.4 Transfer of Risks. Risk in the Products and/or Materials shall pass to the Customer in accordance with the Incoterm 2010 EXW.

3.5 Products for demonstration or loan. With the express exclusion of the Materials, Products provided to the Customer by PRODWAYS for demonstration and/or loan are and shall remain the latter's property unless otherwise stipulated. All such Products and other material is provided for demonstration purposes and/or as a loan for use by the Customer who shall return said equipment, in good condition, to PRODWAYS at any time, upon notice from the latter without the Customer having any right to retain such Products or claim damages. In the event of a seizure, the Customer shall inform the bailiff that it is not the owner of the loaned Products. The Customer shall be responsible for the Products on loan and insure the latter against any loss or damages it may suffered.

3.6 Long-Term leasing. These General Sales Conditions shall apply to any long-term leasing or rental solutions concerning Products and or Materials and/or Services provided to a Customer with a third party leaser company. PRODWAYS shall remain responsible for technical and sales relationships but the Customer shall follow all obligations of leasing's partner.

4 WARRANTY

4.1 Customer Obligations. The Customer shall comply with all technical instructions provided by PRODWAYS, including, without limitation, installation requirements and the creation of the appropriate framework for the operation of the Product and/or Materials.

The Customer acknowledges that he is fully aware of the functionalities of the Product and has obtained all the information he wanted or deemed necessary to enter into the Contract. The Customer shall respect technical instructions provided by PRODWAYS for Materials, including the recyclability guidelines, technical specifications and Materials storage.

The Customer acknowledges and agrees that it is a specialist having selected the Product as a professional and has not relied on i) any oral or written representations or warranties or other assurance made by PRODWAYS or ii) any descriptions or specifications contained in any document other than the Offer. Thus, all descriptions and illustrations and particulars of weights and dimensions and performance criteria issued by PRODWAYS in catalogues, price lists and advertising matter are by way of general descriptions and approximate only and shall not form part of any Contract with PRODWAYS.

PRODWAYS does not warrant the Product to be suitable for any particular purpose, to be adequate or fit to meet the Customer's business or other needs and/or to be free from defects, errors or omissions. No express or implied warranties, including all warranties as to non-infringement, merchantability or as to fitness for suitability for any particular purposes, or with respect to the processing capabilities, properties or potential applications of the Product are granted by PRODWAYS to the Customer.

4.2 PRODWAYS' warranty. PRODWAYS warrants that, on the date of delivery, the Products shall be in conformity with PRODWAYS' standard Products Specifications as well as the applicable European standard (CE marking). The Customer shall bear the cost and responsibility of (i) verifying the conformity of the Product standards with any and all norms and standards applicable in its own country and/or country of exploitation and of (ii) obtaining any and all corresponding mandatory required certifications or homologations in its own country and/or country of exploitation.

PRODWAYS warrants that, on the date of delivery, the Product shall be in conformity with the design drawings and the applicable technical Specifications, and shall be free from defects in such design according to the state of the art known at that time, workmanship and material, unless otherwise provided for the Special Conditions.

PRODWAYS' warranty shall apply only to the extent that the Materials used by the Customer are duly approved by PRODWAYS and that the Products have been properly installed and maintained in accordance with PRODWAYS' recommendations and provided that the Products are used under normal operating conditions. The warranty does not cover unusual operations, maintenance and/or servicing not in compliance with PRODWAYS' manuals and specifications, modification by any person other than PRODWAYS, attempts to beat records, experimental tests, modification, adaptation or alteration of any software embedded in or provided by PRODWAYS with the Products, or misuse of Products; this list being not limitative. Subject to the Customer's compliance with the remainder of these terms and conditions and any and all specifications provided by PRODWAYS, PRODWAYS hereby warrants the Products to be free from defects under normal use and service for a period of twelve (12) months, the warranty will start thirty (30) days from the date of delivery or after the installation of the Products in the Customer's premises. The Customer shall notify PRODWAYS of the defects in writing within seven (7) calendar days after the defects are discovered, and the notice shall thoroughly describe the conditions under which the defect has arisen in order to facilitate the diagnostic of the defect. The Customer must retain the Products at its premises unless requested by PRODWAYS to return the Products to PRODWAYS. PRODWAYS will make arrangements with the Customer for the defect of the Products to be assessed.

PRODWAYS reserves the right to choose the means of replacing as the most appropriate Products and more generally the implementation of its warranty obligation.

PRODWAYS's sole obligation shall be the replacement of the spare parts of the Product which the latter recognizes to be defective, wearing parts being expressly excluded from the warranty. Any product under warranty returned to PRODWAYS shall first be submitted to PRODWAYS's after-sales department whose approval shall be compulsory before any replacement of Products. Any and all return transportation and insurance and labor costs shall be borne by the Customer. The defective spare parts of the Product shall remain the property of PRODWAYS.

In case the spare part returned by the Customer to PRODWAYS is found not to be defective or not covered by these warranty provisions, the Customer will reimburse PRODWAYS for the investigation expenses and will bear the costs and risks of transportation of such a spare part back to Customer's premises.

The Products are provided "as is" and PRODWAYS's warranty hereunder is strictly limited to replacement of defective spare parts. The above warranty shall apply only in as much as the Products have been used and maintained in compliance with PRODWAYS's instructions for use.

4.3 Disclaimer. This warranty shall not apply to Materials, consumable and extendible items and to defects arising from or connected with Customer's failure to operate or maintain the Products in accordance with PRODWAYS's specifications and documentation and generally with standard practices of product operations and shall not be applicable to defects arising from or connected with (i) any combination of the Products with equipment, material, products or systems not furnished, not approved or not specifically recommended by PRODWAYS (ii) or any modification of the Products performed by others but PRODWAYS's authorized agents or representatives (iii) or any accident, vandalism, negligence or handling errors causing damage to the Products (iv) or normal wear and tear (v) or defective installation, maintenance or storage (vi) technical maintenance or interventions on the Products other than those deemed necessary by PRODWAYS (vii) any modification, adaptation, alteration, translation, incorporation, decompilation, reverse engineering, or creation of derivative works from any software embedded in or provided by PRODWAYS with the Products.

The warranty shall therefore automatically not apply when the Customer has either resorted to non-original parts or undertaken by himself or through a third party without the written approval of PRODWAYS, work restoration or modification on the Product.

The warranty shall therefore not apply:

- In case of damage resulting from a lack of maintenance and monitoring and general handling of non-conforming to PRODWAYS written instructions (including the requirements of normal use provided for in the instructions).
- For defects that result in all or part of the normal wear part, damage or accidents caused by the Client or a third party.
- If the Customer uses materials not expressly authorized by PRODWAYS.
- If the Customer uses second handed parts or materials, or counterfeit, or provided by third parties not authorized by PRODWAYS
- In case of force majeure.

For Products resold as is and components that PRODWAYS purchases from suppliers, PRODWAYS's warranty is strictly limited to the terms granted to PRODWAYS by its suppliers.

5 LIABILITY

To the maximum extent permitted by applicable law, PRODWAYS shall not, in any case whatsoever, be liable towards the Customer, its officers, agents, clients, employees, successors and/or assignees for any loss of profits, loss of business, loss of goods, loss of contract, loss of data or information; or any special, indirect, consequential or incidental loss, costs, damages, charges or expenses of whatsoever kind or nature arising out of or in connection with the Contract; or of any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by the Customer or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Products or any failure to perform according to the Contract even if PRODWAYS was advised of the possibility of such damages. The Customer waives any recourse against PRODWAYS and its insurers for any claim in relation with such types of loss or damage and holds harmless and indemnifies PRODWAYS and its insurers from and against any claim from third party(ies) in relation with such loss or damage.

Rights to damages resulting from gross negligence are barred by the legal rules. The limitation period begins to run according to the legal rules.

Under no circumstances shall PRODWAYS be liable to the Customer for any damages resulting from or arising out of any illegal and/or fraudulent use of the Products by the Customer, any third party or the end-user.

During the performance of the Contract, each Party shall bear the consequences of any damage and loss to its property or to the property of third parties being on its facilities and to bodily injury (including but not limited to death) to its personnel or to the personnel of third party which may arise out of the performance of the Contract and shall waive any and all recourse against the other Party for such damage, loss or bodily injury (including but not limited to death) except if such are the result of the gross negligence or willful misconduct of the other Party.

Therefore, the Customer waives any recourse against PRODWAYS, its successors, assigns, contractors, insurers and its subcontractors and any of their respective employees and agents, for such damages (property or bodily including death), consequential or incidental and undertakes to indemnify, hold PRODWAYS, its successors, assigns, contractors and its subcontractors and its and their respective employees, agents and insurers harmless from and against any action from any third party in connection therewith.

PRODWAYS's maximum aggregate liability arising out of or in connection with the Contract shall be limited to the total price of the Contract received at the date of the claim. Beyond this limit, the Customer waives any claim, action or recourse against PRODWAYS and its insurers and shall hold harmless and indemnify PRODWAYS and its insurers from and against any third party claim. PRODWAYS shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure as provided by French Law.

6 INTELLECTUAL PROPERTY

6.1 Intellectual Property Rights. The sale shall not constitute any transfer of the intellectual property rights, titles or interests which PRODWAYS holds on the Products sold and PRODWAYS expressly disclaims any patent or intellectual property warranties with respect to the Products.

6.2 Technical Documentation and Specifications - Trademarks, names and logos. No right, title or interest is transferred to the Customer by the Contract in the names, trademarks, trade secrets, patents, pending patents, descriptions, drawings, expertise, technical documents, copyright and other intellectual property rights relating to the Products. None of these documents shall therefore be communicated, reproduced or copied by the Customer without PRODWAYS prior written authorization and shall not be used for purposes other than those for which they were handed over.

6.3 Industrial Property and Software. In particular, to the extent that software is embedded in the Product or available as an optional purchase with a Product, the sale of such Product shall not constitute a transfer of ownership rights or title in such software to Customer, but, shall only imply a non-exclusive and non-transferable license to Customer under PRODWAYS's intellectual property rights to use such software in conjunction with and as embedded in or delivered in the Products as supplied by PRODWAYS.

The Customer shall not (i) modify, adapt, alter, translate or create derivative works from any software embedded in or provided by PRODWAYS with the Products, (ii) assign, sub-license, lease, rent, loan, transfer, disclose or otherwise make available such software, (iii) merge or incorporate such software with or into any software, or (iv) reverse, assemble, decompile, disassemble or otherwise attempt to derive the source code for such software.

The Customer shall reproduce, without any amendments or changes, any proprietary rights legends of PRODWAYS and/or its affiliates or its third party suppliers in any software or documentation provided by PRODWAYS and shall not modify and/or amend and/or delete any proprietary rights legends affixed on the Products.

The Customer warrants that no design or instructions furnished or given by him will cause PRODWAYS to infringe any patent, registered design, trademark or copyright in the performance of the Contract.

The Customer shall only use the Products, parts or components for the purposes, in the manner and places, as specified by PRODWAYS, explicitly excluding, without limitation, any right to analyze, reverse-engineer, decompile, disassemble, improve, adapt or otherwise modify the Product. Where a claim is made or action brought against the Customer for infringement of patents in respect of the use or sale of the Products or any part in them, the Customer shall immediately notify PRODWAYS, and PRODWAYS shall be entitled at its own expense and with the Customer's assistance if requested, to conduct, with PRODWAYS own lawyers and experts, all negotiations for settlement of, and/or any litigation arising from, any claim or action. No admission of liability shall be made by the Customer nor shall it incur any expense without PRODWAYS written consent. PRODWAYS assumes no liability for infringement of (i) patent rights covering any combination of any Products with any product performed by the Customer, whether or not supplied by PRODWAYS, and/or (ii) patent rights covering any method or process in which any Products may be used by the Customer. Furthermore, PRODWAYS shall not be liable for any patent right infringement arising from compliance with the Customer's design, specification or instruction.

7 Confidentiality The parties agree to keep strictly confidential any and all Information provided by the other party and shall exclusively use such Information for the purpose of the Contract and, as the case may be, for installing and operating the Product. This limitation does not apply to Information that the recipient can prove that they have already been published or previously known by him or which are published later through no fault of the recipient. The parties agree and ensure that their employees, consultants and subcontractors also comply with this obligation of confidentiality. The obligation of confidentiality shall survive the termination of the relationship between the party and its employees, consultants or subcontractors. The obligation of confidentiality shall remain in force even after termination.

Except under the Contract, the Customer shall not use, copy and give to any third party any technical specifications, formulae, composition, MSDS documentation, drawings, quotes, and bases of calculation the Customer may receive from PRODWAYS in connection with the negotiation or execution of the Contract.

8 Termination The termination of the Order shall lead to the termination of the Special Conditions subject, if applicable, to terms and conditions to be agreed between the parties. The Parties agree that the termination of the Contract, for any reason whatsoever, will not affect the obligations of the General Sales Conditions not expired which shall survive.

9 Re-Exportation Should the Products be subject to export restrictions, the Customer hereby undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the Products (including supplies and spares delivered in connection with the after sales support), documentation, operating manuals and information in any way whatsoever related to the Products, without the prior written consent of PRODWAYS and/or the relevant competent authorities. In case of breach of these dispositions by the Customer, Customer shall indemnify, defend and hold harmless PRODWAYS from and against any and all liability, third party' demands, claims, suits, losses, damages, infringement of any third party's intellectual proprietary rights, fines, or judgments including costs, attorneys' and witnesses' fees and any and all expenses incident arising thereto.

10 Applicable law and Settlement of disputes The Offer and the Contract shall be construed and governed according to French law, excluding its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sales of Goods shall be expressly excluded. In the event of any difficulty over the interpretation or execution of this Contract, the Parties shall attempt to resolve their dispute privately. The Parties agree that any dispute arising from the Contract shall be finally settled by Arbitration under the rules of the International Chamber of Commerce (ICC) in Paris, France.

11 Miscellaneous These General Sales Conditions may not be amended, varied or modified except after a notice in writing sent to Customer. In the absence of a reply within one month from receipt of such notice, consent of the Customer shall be deemed to have been given.

Failure or delay by a party in enforcing or partially enforcing any provision of these General Sales Conditions shall not be construed as a waiver of any of its rights under the Contract.

If any provision of these General Sales Conditions is found to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected by that invalidity or unenforceability. Any terms and conditions which by their nature extend beyond expiration or termination of these General Sales Conditions shall survive and remain in effect.