

GENERAL CONDITIONS FOR THE PURCHASE OF SERVICES

I / SCOPE

1.1 / The purpose of these general conditions of purchase (hereinafter the "GCP") is to define the terms and conditions for the purchase of services (hereinafter the "Services") made by Volkswagen Group France (hereinafter "VGF") from the Supplier, unless otherwise agreed between the Parties. VGF and the Service Provider are hereinafter referred to as the "Parties".

1.2 / The conditions of purchase of the Services, in particular the financial conditions, have been negotiated between the Parties.

The contract governing the provision of Services by the Service Provider for the benefit of VGF (hereinafter the "Contract") consists of the documents listed in the following decreasing order of prevalence:

- (i) where applicable, the Framework Order or the VGF provisional Purchase Order as defined in Paragraph II below, and, where applicable, the Negotiation Protocol signed by the Service Provider;
- (ii) where applicable, the Special Conditions to the General Terms and Conditions signed between VGF and the Service Provider;
- (iii) the GCP;
- (iv) the on-call Order or the Firm Purchase Order or the VGF Purchase Order as defined in Paragraph II below (hereinafter the "Order");
- (v) the Service Provider's quotation or technical proposal, excluding financial conditions, validated by VGF;
- (vi) where applicable, the VGF Specifications.

1.3/ The GCP are applicable to Orders transmitted by VGF to the Service Provider as of September 14, 2020.

As such, they replace VGF's previous general conditions of purchase.

The fact that the parties do not require, at any given time, the application of any of these clauses or clauses of the Contract, cannot be interpreted as a waiver to require its application in the future.

II / ORDERS

2.1 / Framework Order and On-call Order

2.1.1. The Framework Order is a simple forecast of orders. Its purpose is to determine the nature of the Services, their fixed unit prices, and the maximum quantities for the duration of the Contract, but it does not commit VGF to the minimum quantities.

2.1.2. The On-call Order, linked to a Framework Order, sent by VGF to the Service Provider shall constitute a final commitment by VGF. The latter specifies the terms of execution, in particular the quantities of Services ordered for a given period.

2.1.3. Both types of orders are sent by VGF to the Service Provider via the KSRM tool.

2.2 / Provisional Order Form and Firm Order Form

2.2.1. The Purchase Order marked "provisional order" is a simple forecast of orders. Its purpose is to determine the nature of the Services, their fixed unit prices, and the maximum quantities for the duration of the Contract, but it does not commit VGF to the minimum quantities. This Provisional Purchase Order is sent by VGF to the Service Provider via the KSRM tool

2.2.2. The Firm Purchase Order, linked to a Provisional Purchase Order, sent by VGF to the Service Provider shall constitute a final commitment by VGF. The latter specifies the terms of execution, in particular the quantities of Services ordered for a given period. This Firm Purchase Order is sent by VGF to the Service Provider by email.

2.3/ Purchase Order

The Purchase Order, not linked to a Framework Order or a Provisional Purchase Order, sent by VGF to the Services Provider shall constitute, upon receipt by VGF of the Service Provider's confirmation, a definitive commitment by VGF. The latter specifies the terms and conditions of performance, including the nature of the Service, the quantities ordered, the fixed unit price, and the starting date of the Services (it being specified that the end date of the Services is indicated in the other contractual documents).

2.4 / Acceptance of the Order

2.4.1. Before any Order, the Service Provider is required to draw up an estimate. Only the issuance of the Order, established on the basis of the estimate, constitutes acceptance by VGF.

2.4.2. When required by VGF, the Service Provider's confirmation must then be sent to VGF within 5 working days from the Order. In the absence of express confirmation within the aforementioned time limit, silence on the part of the Service Provider shall constitute acceptance of the Order. As long as the Service Provider has not confirmed the Order or in case of silence on the part of the Service Provider, VGF is entitled to modify the Order within the aforementioned period. VGF must then be informed of any change in price or schedule resulting from the requested modifications which, if accepted by VGF, will give rise to a new Order.

2.4.3. The Order drawn up by VGF and, where applicable, confirmed by the Service Provider under the conditions set forth in 2.4.2 above, constitutes a firm and definitive commitment by the Parties under the contractually agreed terms.

III / PAYMENT

3.1/ Price

The Services will be purchased at the Unit Price and the Total Price agreed between the Parties and set out in the Contract (hereinafter the "Price"). The Price is firm and final for the duration of the Contract and includes all expenses, costs and charges in connection with the performance of the Contract, in particular the travel, catering and hotel costs of the employees and any subcontractors of the Service Provider unless otherwise agreed by the Parties.

Under no circumstances may the agreed Price be modified without the prior agreement of the Parties.

3.2 / Invoicing

The invoice is sent by the Service Provider to VGF's Accounts Payable department within 48 hours of the date of issue: 11, Avenue de Boursonne, B.P. 62, 02601 VILLERS-COTTERETS Cedex.

In addition to the legal information, it must mention: as the case may be, the number of the On-call Order or the Firm Purchase Order or the Purchase Order; the Supplier's number assigned by VGF in its systems; the wording of the Order, any terms of payment negotiated between the Parties and the name of VGF's contact person. Otherwise, the invoice will be returned by VGF to the Service Provider.

3.3 / Payment, Late penalties

3.3.1. Payment is made 45 days end of month from the date of issuance of the invoice. Unless otherwise indicated in the Order, no deposit is paid on the Order.

3.3.2. In the event of late payment, penalties will be limited to an amount equivalent to that which would result from the application of a rate equal to three times the legal interest rate. In addition, any late payment in commercial transactions exposes its author to a fixed recovery fee, as defined in Article D. 441-5 of the French Commercial Code, the amount of which is set at 40 Euros.

3.3.3. Payment does not constitute agreement on the Services performed or on the Deliverables (defined in Article 4.5.1) delivered by the Service Provider to VGF, nor on the amount invoiced; payment does not in any case imply a waiver of any subsequent recourse on the part of VGF.

IV / SERVICES

4.1 / Service Provider's duty to advise and inform

4.1.1. As an expert, the Service Provider must make all recommendations concerning the expression of VGF's needs, and where applicable, the relevance of the specifications and the technical requirements.

4.1.2. The Service Provider undertakes to guarantee the quality that VGF is entitled to expect from a specialised professional with the references and expertise declared to VGF.

4.1.3. The Service Provider acknowledges that it has a general duty to provide advice, information and recommendations to VGF in all areas related to the performance of the Contract. In particular, it ensures that VGF has the tools, access to the tools, and all information relating to the use of the tools made available to it in the context of the execution of the Contract.

4.1.4. The Service Provider undertakes to advise VGF in the event that it issues additional or new requests during the performance of the Contract.

4.2/ Modifications of a Service

The Service Provider may not make any changes to the Services of any kind whatsoever without prior written consent from VGF.

4.3/ Subcontracting

The Service Provider may not subcontract all or part of its obligations without VGF's prior written consent. In case of subcontracting, it remains solely liable to VGF.

4.4/ Non- exclusivity

Unless expressly otherwise provided, it is recalled that VGF does not request exclusivity from the Service Provider and that it is up to the Service Provider to diversify its customer base and to monitor the market share that VGF represents in its total sales.

4.4/ VGF's commitments

VGF undertakes to (i) maintain regular cooperation with the Service Provider and to provide it with all the information requested, subject to its availability and its necessity for the performance of the Contract, (ii) allow access to its premises and facilities to the Service Provider's staff for the sole purposes of on-site interventions, (iii) when the Services and Deliverables comply with the Contract, pay the Service Provider the agreed prices for the Services under the conditions and within the deadlines provided for in the Contract.

4.5/ Quality

4.5.1. The Deliverable is a result, document, measurable, tangible or verifiable, which results from the completion of all or part of the Services performed by the Service Provider, where applicable materialised by a physical medium.

4.5.2. The Service Provider is responsible for its Deliverables and Services vis-à-vis VGF and, where applicable, third parties. Likewise, it is liable vis-à-vis VGF for Deliverables and services that it may have ordered from third parties for the purpose of fulfilling its contractual obligations. The assistance provided by VGF for the performance of the Services and/or the checks carried out by VGF shall not be considered as an acceptance of the quality of the Services and Deliverables.

4.5.3. In the event that quality indicators are included in the Negotiation Protocol, they shall determine the Service Provider's commitments concerning the objectives to be achieved in terms of quality of service, the main applicable rules, the associated objective and measurable indicators and the calculation of any penalties (hereinafter, the "Quality Indicators").

4.5.4. The Service Provider undertakes to comply with these Quality Indicators on the basis of a results-based obligation. Unless VGF is found to be in breach of its commitments under Article 4.4, any failure by the Service Provider, its employees and/or any subcontractors to comply with the Quality Indicators will automatically result in the application of the penalties indicated in the Negotiation Protocol or, failing that, the penalties defined in Article 5.2, without prejudice to VGF's right to invoke the termination of the Contract at the Service Provider's fault pursuant to Article 7.3.

V / DEADLINES / DELAYS

5.1/ Deadlines / Dates

5.1.1. The contractual delivery date for Deliverables and/or the performance of Services appears on the Order, or failing that, on the Negotiation Protocol, or failing that, on the estimate accepted by VGF.

The delivery dates of the Deliverables and completion of the Services are binding; they are a decisive condition without which VGF would not have entered into a contract with the Service Provider.

5.1.2. Unless VGF is in breach of its obligations under Article 4.4, in addition to the provisions of Article 1217 of the French Civil Code, if the Service Provider is unable to ensure the full performance of all or part of its obligations within the agreed time limit, after a formal notice has remained unheeded after a period of 15 days, VGF reserves the right to cancel the Order in question and have it performed by a third party of its choice at the Service Provider's expense.

In any event, in the event of late delivery of Deliverables and/or performance of Services that is detrimental to VGF, the latter reserves the right to apply the late penalties referred to in Article 5.2, without prejudice to VGF's right to terminate the Contract at the Service Provider's fault pursuant to Article 7.3 and to claim damages.

5.2/ Penalties for late performance

5.2.1. The Service Provider shall incur late penalties for any total or partial non-performance of Services on the agreed date from the first day of delay, as of right, without the need for prior formal notice. Unless otherwise stipulated, the amount of these penalties is equal to 1% of the value excluding VAT of the order per working day of delay, without the cumulative amount of these penalties exceeding a ceiling equal to 10% of the total annual price excluding VAT of the Contract. The penalties are not discharging for the Service Provider and, consequently, are applicable without prejudice to any other rights and remedies of VGF under the Contract.

If the aforementioned ceiling is reached, VGF may terminate the Contract, as of right and without prior notice, at the sole fault of the Service Provider, without prejudice to its rights to damages.

5.2.2. However, the penalties shall not apply if the Service Provider proves that the performance of the Services has been prevented, provided that it has not committed any fault, by the occurrence of an external cause, i.e.: (i) a case of force majeure, (ii) any act of VGF that prevents or hinders the performance of the Service Provider's obligations, (iii) any act of a third party, excluding the Service Provider's subcontractors.

5.2.3. Notwithstanding the foregoing, the Service Provider undertakes to inform VGF of the foreseeable duration of the delay and to notify the new delivery date of delivery of the Deliverables/completion of the Services concerned.

VI/ WARRANTY - LIABILITY - INSURANCE

6.1/ Warranty - Liability

6.1.1. The Service Provider is responsible for the full performance of the Services vis-à-vis VGF and, where applicable, third parties. The Service Provider guarantees VGF, in particular pursuant to Article 1231-1 of the Civil Code, against any late delivery or total or partial non-performance of the Deliverables or Services under the Contract.

The Service Provider remains fully responsible for the compliance of the Services with the provisions of the Contract, with professional standards and in accordance with the laws, regulations in force, and commercial practices during the term of the Contract.

6.1.2. The Service Provider shall hold VGF harmless against all consequences, direct or indirect, of the liability that may be incumbent on it personally or due to the acts of subcontractors or agents, due to bodily injury, material or non-material damage caused by the latter to VGF, to its successors in title and to third parties.

6.2/ Insurance

6.2.1. The Service Provider undertakes to take out with a reputable insurance company, and to maintain throughout the term of the Contract, at its own expense, the insurance necessary to cover the liabilities it incurs as a result of the performance of the Contract for all direct or indirect damage, whether of physical, material or non-material. Before starting the execution of the Contract, and at any time thereafter at VGF's first request, the Service Provider undertakes to provide VGF with the corresponding certificates of general and professional liability insurance.

The scope of the Service Provider's insurance coverage shall in no way be construed as any limitation of liability.

6.2.2. The Service Provider must notify VGF without delay in the event of termination or modification of the policy for any reason whatsoever. If this termination or modification is likely to affect the Service Provider's ability to provide compensation in accordance with Article 6.1 "Warranty - Liability" above, VGF will be entitled to terminate all or part of the Contract.

VII / GENERAL CLAUSES

7.1/ Transfer of ownership

The parties have agreed that VGF will have full and complete ownership of the results of the Services performed by the Service Provider (hereinafter the "Results"). The Results are understood to mean all Deliverables, studies, creations, innovations, whether patentable or not, processes, products, know-how, models, materials, tests, samples, prototypes, software, computer developments, specifications, databases, drawings, information, names, logos, whatever their nature, form and medium.

As such, the Service Provider assigns to VGF, on an exclusive basis, all industrial and/or intellectual property rights that it may hold on the Results, i.e. all industrial property rights, copyrights, software rights, database producer rights, and all other intellectual property rights. VGF alone will benefit from all the rights attached to the industrial property titles that may thus be delivered, and will freely dispose of them.

The parties have agreed that the assignment price is included on a lump-sum and definitive basis in the remuneration received by the Service Provider for the services, and that the Service Provider may not claim any additional sum for any reason whatsoever.

The Service Provider guarantees VGF that it holds all rights relating to the Results, in particular intellectual and/or industrial property rights. It guarantees that the Results do not constitute an infringement, and that this assignment does not infringe the rights of any third parties whatsoever.

The parties also derogate from Articles L 111-1 and L 111-3 of the French Industrial Property Code; as a result, VGF will in particular be free to make any modification or improvement to the finished or unfinished creation of which it has become the owner.

This assignment of rights is granted for the entire world, and for the entire legal duration of protection of the intellectual and industrial property rights.

The transfer of ownership shall not be interpreted as an acceptance by VGF of the quality and/or conformity of the Services, and no consequences may be drawn from it with respect to payment or its terms.

7.2/ Transfer of risks

It is expressly agreed that the transfer of risk will take place after VGF's final acceptance of the Services.

7.3/ Termination for contractual breach

In the event of non-compliance by either of the Parties with a sufficiently serious obligation or one of its essential obligations (in particular failure to meet delivery deadlines or completion deadlines for the Services, Quality Indicators, non-compliance with the specifications and any modification made without the prior written agreement of the other Party), the injured Party will have the option, after formal notice by registered letter with acknowledgement of receipt that has remained unheeded for a period of fifteen days, to automatically terminate the Contract, without prejudice to its other rights, in particular to damages.

7.4/ Force Majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described in the Contract, is due to a force majeure event within the meaning of Article 1218 of the Civil Code and cases usually recognised by case law.

By express agreement, (i) a case of force majeure shall be deemed to be: a pandemic or epidemic whose spread and effects significantly impact the activity of the prevented Party; (ii) a strike, lock-out or any labour dispute shall not constitute a case of force majeure.

The Party affected by the event must inform the other Party without delay of its inability to perform its service and provide justification, by email confirmed by registered letter with acknowledgement of receipt. The suspension of obligations may in no case incur the liability of the Parties for non-performance of the obligation in question, nor result in the payment of damages or late penalties.

The performance of the obligation will be suspended for the duration of the force majeure event, if it is temporary and does not last for longer than one month. Consequently, as soon as the cause for the suspension of their reciprocal obligations no longer exists, the prevented Party will notify the other of the resumption of its obligation, by email confirmed by registered letter with acknowledgement of receipt. If the impediment is definitive or exceeds a period of one month, the Contract may be terminated by either Party by registered letter with acknowledgement of receipt, unless the Parties expressly agree otherwise.

7.5/ Reversibility

Upon termination of the Contract for any reason whatsoever, the Service Provider will return to VGF, within a maximum period of fifteen (15) days from the date of termination, all of the elements that have been provided to it by VGF.

The Service Provider accepts that any third party designated by VGF shall succeed it in the performance of the Services and undertakes to ensure in good faith the reversibility operations that will allow this third party to take over the performance of the Services.

The reversibility process will result in a transfer of the performance of the Services from the Service Provider to VGF or to a third party designated by VGF, according to a schedule defined jointly and in good faith between the Parties.

The contractual and financial terms of such a transfer shall be the subject of an agreement between the Parties.

In any event, the Service Provider undertakes to maintain the Services at its expense until the date of termination of the Contract, for any reason whatsoever.

The Service Provider will provide, if applicable, a statement of the Deliverables transferred to VGF and the documentary bases created in the context of the performance of the Contract.

7.6/ Audit

The Parties agree that VGF may at any time and at its own expense have an audit of the conditions of performance of the Services carried out.

This audit may be carried out either by an internal auditor of VGF, or by an external auditor, who may not be a direct competitor of the Service Provider.

The audit performed by VGF will focus on compliance with the Service Provider's contractual commitments.

In the context of this audit, the Service Provider undertakes to cooperate fully with the auditors appointed for this purpose and to provide them with all necessary information.

In the event that the audit findings reveal breaches of the Service Provider's obligations, the Service Provider undertakes to take all necessary measures to remedy them within a period set by VGF from the date of notification of the audit findings to the Service Provider.

The Parties agree that in any event, the audit findings and/or the implementation of the audit procedure does not exempt in any way the Service Provider from complying with its contractual obligations.

7.7/ Data and systems protection

In the event that the Services involve access to VGF's information system and data, the Service Provider shall take all customary precautions when processing or accessing VGF's data and information systems.

The Service Provider agrees not to disclose access to VGF's programs, systems and data.

The Service Provider undertakes not to copy, duplicate, destroy or modify such programs, systems and data unless such operations are within the scope of its Services. It undertakes to protect any passwords that may be communicated to it by VGF.

The Service Provider shall immediately inform VGF of any use or appropriation of passwords by an unauthorised person; any unauthorised intrusion or attempted intrusion into VGF's programs, systems or data; any false or other inappropriate voluntary or involuntary operations by its personnel or those of its subcontractors on VGF's programs, systems or data.

In addition, it shall take all measures to prevent access by third parties to the information and data entrusted to it during the performance of the Contract, by placing under lock and key or electronic or computerised locking of the documents, files and systems containing such information and data. In the event of loss of data due to the Service Provider, the Service Provider shall be responsible for reconstructing the data.

The Service Provider is fully liable for the actions of its employees during the term of the Contract in the event of illegal use of VGF's programs, systems or data for purposes other than the performance of the Services, and it guarantees the use that its possible subcontractors will make of them.

7.8/ Protection of personal data

The Parties agree to process personal data in accordance with all legal and regulatory texts applicable in France and in the European Union concerning the protection of personal data and in particular the European regulation on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC and Law No. 78-17 of January 6, 1978 relating to data processing, files and civil liberties as it exists and will be amended during the term of the Contract (hereinafter referred to as the "Personal Data Regulations").

Volkswagen Group France General Conditions of Purchase applicable from September 14, 2020 - version 3.0
Volkswagen Group France, 11 avenue de Boursonne – 02600 VILLERS-COTTERETS - RCS SOISSONS 832 277 370

In the event that the Services involve the processing of personal data by the Service Provider on behalf of VGF, the Parties undertake to sign an Agreement on the protection of personal data.

This agreement shall be appended to the Contract, either at the time of signature of the Contract or by way of an amendment.

The Agreement on the protection of personal data defines the conditions under which the Parties undertake, under this Contract, to comply with the Personal Data Regulations.

In its capacity as controller, subcontractor or recipient of the processing, each Party undertakes to co-operate with the other Party, to inform it of the way in which the data is processed and the rights of the data subjects, and to implement appropriate technical and organisational measures.

In accordance with the Personal Data Regulations, any data subject has a right of access, query, limitation, portability, rectification, erasure and modification on the data concerning them. Any data subject also has a right to object to the processing of their personal data, and a right to object to the use of this data for commercial prospecting purposes.

Finally, any data subject has the right to define general and specific guidelines on how they intend to exercise these rights after their death.

These rights can be exercised with the Party concerned as data controller with Volkswagen Group France by contacting the following email address: dpo@volkswagengroup.fr, or at the following postal address: Volkswagen Group France, Customer Relations, 11 Avenue de Boursonne, 02600 Villers-Cotterêts, accompanied by any element allowing proof of identity; with the Service Provider by contacting the email address, or the postal address that the Service Provider will be required to communicate to VGF prior to the entry into force of the Contract.

The Service Provider undertakes to assist VGF in fulfilling its obligation to comply with requests for the exercise of data subjects' rights.

7.9/ Ethics

Each Party undertakes to take all necessary and appropriate measures to combat corruption and to prevent any other breach of the law, in particular breaches of provisions against anti-trust laws, competition laws, environmental protection laws and laws relating to employee rights.

Each Party shall take appropriate organisational measures (including, but not limited to, legal and contractual measures) to prevent its legal representatives, employees, contractors, consultants or any third party acting on its behalf from being eligible for prosecution for acts or omissions relating to, for example, bribery, granting of undue advantages, acceptance of undue advantages, money laundering, fraud or misappropriation of funds.

In the event of a breach of obligations related to the performance of this Contract or if there is sufficient reason to suspect such a breach, the Party in question must immediately inform the other Party, indicating the measures implemented to remedy it and prevent future violations. If the Party concerned fails to inform the other Party promptly or to take appropriate action within 30 days of becoming aware of the situation, the latter shall be entitled to terminate this Contract without notice or to immediately terminate all business relationships.

The Party concerned must (i) defend and support the other Party, its directors, officers, representatives and employees in the event of any claim, action, loss, damage, liability, and (ii) indemnify all costs and expenses, including lawyers' fees, any order for damage that the other Party may suffer and which results from a breach of its obligations under this clause, with the exception, however, of breaches resulting from negligence or intentional fault of the other Party or any person placed under its responsibility or any act of a third party to this Contract.

The documents (including the invoices of each Party's subcontractors), where appropriate the infrastructure (buildings, IT, etc.), and the procedures relating to the Services may be audited at the first request of each Party subject to a minimum notice period of 14 days sent by registered letter with acknowledgement of receipt. This audit may be carried out by a Party or any third party which is not a competitor of the audited Party duly commissioned by it, which the other Party expressly accepts. In this case, the commissioned third party must first sign a confidentiality agreement.

All costs incurred in connection with the audit shall remain the sole responsibility of the Party requesting the audit.

The audit must be conducted objectively, transparently and in good faith and cannot lead to a breach of business secrecy and/or result in one of the Parties being in an unequal and unfair situation vis-à-vis its competitors.

In addition, in the event of a request from public authorities and administrations, each Party will comply with it.

In addition, the Service Provider undertakes to comply with the provisions of the VGF Supplier Code of Conduct that it previously accepted at the time of its listing.

7.10/ Confidentiality - Advertising

All agreements entered into between the Service Provider and VGF are strictly confidential during the term of the Contract and for a period of five years from the termination of the Contract.

The Service Provider undertakes to keep as such, in particular the documents (paper or electronic), plans, know-how, information, or samples that may have been transmitted to it by VGF or to which it may have had access at the time of the order, as well as the resulting achievements. The business relationship with VGF may not give rise to direct or indirect advertising without the prior written consent of VGF.

7.11/ Intuitu Personae

The Contract concluded between VGF and the Service Provider may not be assigned or transferred to a third party without the prior written consent of the other Party. The latter will have the right to automatically terminate the Contract without notice in the event of failure to comply with this obligation. In the event of the transfer or change of effective direct or indirect control of its company, or of exceptional circumstances which may jeopardise the continuity of its business or legal structure, the Party concerned shall inform the other Party, which reserves the right to automatically terminate the contractual relationship without notice or compensation.

7.12/ Severability

If one or more provisions of these conditions are held invalid or declared as such under a law, a regulation or following a final court decision, the other provisions will remain in full force and effect.

7.13/ Requirements of the Volkswagen Group AG in terms of sustainable development in relations with its business partners.

The sustainability requirements set out the Volkswagen Group's expectations regarding the attitude and behaviour of its business partners with regard to the most important environmental and social aspects of their business activities. These requirements are regarded as the basis for establishing satisfactory business relationships between Volkswagen Group AG and its partners. All of these requirements can be found at vwgroupsupply.com under the heading "Cooperation - Sustainability".

7.14/ Labour law regulations

The Service Provider declares that it complies with the provisions of the Labour Code, in particular regarding undeclared work and foreign workers, in relation to the persons it employs.

The Service Provider undertakes to transmit to VGF or any third party designated by VGF, before the start of the execution of this Contract, and then every 6 months until the end of its execution, all the documents provided for in Articles D. 8222-5 and D. 8254-2 of the French Labour Code. Any failure by the Supplier to comply with the regulations in force may justify the immediate and automatic termination of this Contract by VGF, without prejudice to its right to claim compensation for the damage suffered as a result of this failure.

7.15/ Applicable law - Jurisdiction

THIS CONTRACT IS GOVERNED BY FRENCH LAW. FOR ANY DISPUTE ARISING BETWEEN THE PARTIES CONCERNING THE INTERPRETATION OR PERFORMANCE OF THE CONTRACT AND WHICH CANNOT BE SETTLED AMICABLY, THE COMMERCIAL COURT OF PARIS SHALL HAVE JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS, EVEN FOR PROTECTIVE MEASURES, IN SUMMARY PROCEEDINGS OR BY PETITION.

Signature required for acceptance Date :