

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("GTCs") supersede all earlier versions. They apply to all orders of products made by a professional purchaser of goods ("Customer") to BMI Group France ("BMI"). These GTCS are the sole basis of commercial negotiation and shall prevail over any and all other general conditions of purchase or documents of whatsoever nature issued by Customer. Any and all other terms and / or conditions shall not be deemed valid unless BMI has granted its prior written approval.

1. PURCHASE ORDERS

Prices, catalogues and / or advertising or promotional documents do not constitute an offer of the goods stated therein and BMI reserves the right without notice to withdraw any product from its pricing or advertising documentation and to change the characteristics shown therein. However, the Customer may cancel any order in the event that such changes affect characteristics that were essential to its commitment to purchase. Any and all purchase orders issued by Customer entail the unconditional acceptance of BMI GTCS and prices. Purchase orders must be sent to BMI's Customer Service Department by letter, e-mail and / or by EDI or by any other purchase order management software. Purchase orders must show all the information required for their proper implementation, such as: references, product quantities and the requested places of delivery and dates of pick-up. Prices, catalogues and / or advertising or promotional documents do not constitute an offer of the goods stated therein and BMI reserves the right without notice to withdraw any product from its pricing or advertising documentation and to change the characteristics shown therein. However, the Customer may cancel any order in the event that such changes affect characteristics that were essential to its commitment to purchase. Any and all purchase orders issued by Customer entail the unconditional acceptance of BMI GTCS and prices. Purchase orders must be sent to BMI's Customer Service Department by letter, e-mail and / or by EDI or by any other purchase order management software. Purchase orders must show all the information required for their proper implementation, such as: references, product quantities and the requested places of delivery and dates of pick-up. Customer purchase orders shall give rise to the issuance of an Order Confirmation (hereinafter "OC"), within 48 (forty-eight) working hours of the purchase order being placed, indicating an estimated date of delivery or availability and the quantities available. Prior to BMI sending an OC, the Customer may withdraw (cancel) its purchase order. If no OC is provided by BMI within this timeframe (48 working hours), the purchase order shall be deemed rejected. BMI may refuse any request to withdraw (cancel) a purchase order received after the OC has been sent. BMI may, at its sole discretion, accept a request to change the delivery or availability date. A modification of an order by the Customer shall only become effective upon BMI's written acceptance; it is expressly specified that in such a case, BMI shall then automatically apply a flat-rate surcharge fee (designed to compensate BMI for the administrative and logistical costs incurred) calculated at a rate of fifteen per cent (15%) of the amount owed by the Customer, with a minimum surcharge fee of 150 (one hundred and fifty) euros.

Any request to postpone delivery at the Customer's initiative must be submitted in writing. If the request for delivery postponement is received by BMI less than 48 working hours before the initially-scheduled time of collection of the order by the transport carrier, BMI may then, at its sole discretion, either (i) automatically apply a flat-rate surcharge fee (designed to compensate BMI for the administrative and logistical costs incurred) calculated at a rate of fifteen per cent (15%) of the amount owed by the Customer, with a minimum surcharge fee of 150 (one hundred and fifty) euros, or (ii) cancel the order placed by the Customer, upon simple written notification from BMI, with immediate effect and without BMI incurring liability as a result of such cancellation.

BMI may suspend, cancel or refuse to fulfil as-yet undelivered Customer orders if such Customer has not yet paid for one or more previous deliveries. BMI reserves the right to cancel any Customer order without penalty and without incurring any liability whatsoever (i) if BMI's suppliers are unable to deliver the products/components/raw materials used to manufacture product(s) contained in the order, or (ii) if there is a shortage or supply difficulties in obtaining raw materials/products/components used to manufacture product(s) contained in the order.

2. PRODUCT AVAILABILITY

The availability of an ordered product is assured for no more than 15 (fifteen) working days from its on-site collection date shown on the OC that BMI has indicated.

BMI may, at its sole discretion, cancel an order not yet collected by the Customer or its transport carrier within 15 (fifteen) working days from date of availability communicated on the OC. In the event BMI cancels an uncollected order, the surcharge fee described in Article 1 above shall be charged to the Customer.

3. TRANSPORT - DELIVERY

Delivery dates are indicative only. Delays in delivery shall not entitle the Customer to liquidated damages or compensation of whatsoever kind, nor shall they entail cancellation of the purchase order, unless it is proved that their cause lies in a serious breach on the part of BMI. BMI shall not be deemed in breach of the GTCs in the event the delayed delivery is caused by force majeure.

- (i) Products sold Ex-Works (i.e., from factory gates or warehousing / storage areas): Individuals are strictly forbidden entry into product loading premises. During loading, the scheduling or sequencing of the purchase orders is not a service provided by BMI. For all means of transport, the Customer is solely and entirely responsible for the transportation of the products. BMI may exceptionally agree, in lieu of the Customer and upon its express request, to load the products into place, it being understood that BMI is under no requirement to do so. In such a case, BMI carries out the loading of products at the Customer's expense and at its exclusive risk. The loading, wedging and securing of products by BMI is deemed to comply with the Customer's expectations and with best practices and standards. In any event, BMI cannot under any circumstances be held liable for any consequences of the loading whatever they may be, whether before, during or after transportation. Only the Customer may be held liable in such case.
- (ii) Products delivered to Customer premises: Irrespective of the means of transport, BMI reserves the right to invoice all transportation expenses not included in the price of products, including higher costs of fuel claimed by carriers and all other excess transportation expenses.
- (iii) Provisions applicable irrespective of the chosen delivery method: If prices are established "carriage paid", they include transportation. Irrespective of Customer's means of pick-up or of transportation, Customer commits to comply with applicable regulations, to adopt best practices for product pick-up and transportation, and to comply with the instructions and health and safety rules in force on the different BMI sites.

Reusable packaging and conditioning possibly made available by BMI for product transportation and storage includes palettes. They are to be used for the sole purposes of product storage after delivery. They must be kept in good condition by the Customer and handled, unloaded and prepared for their return to BMI in accordance with the standard practice and / or BMI's specific recommendations. If packaging or conditioning is lost or damaged, BMI reserves the right to claim from Customer the cost of equivalent replacement packaging and all the direct and / or indirect costs of such replacement.

4. WARRANTIES

BMI only provides a warranty in relation to products within its range. Customer undertakes to provide and ensure that its staff, representatives and / or sub-contractors provide sub-purchasers and / or beneficiaries and / or users of the products with relevant, clear and comprehensive information, in regard to the products and to the warranties attached thereto.

4.1 General warranty

BMI warrants solely that at the time of their delivery, products are compliant to the technical specifications determined and communicated by BMI and to applicable technical standards. For products governed by a technical standard (e.g.: a regulation, an technical appraisal ("Avis technique"), Technical Application

Document ("Document technique d'application"), certification standard), the warranty applies only if it is demonstrable that the non-compliance, as described in the certification standard in force, existed at the time of manufacture of the disputed product.

BMI does not guarantee any aesthetic damage and grants the above-mentioned guarantee for a period strictly limited to 10 (ten) years from the date of delivery of the products. BMI excludes any warranty regarding consistency of shade of products of a given colour over time. BMI grants the above-mentioned warranty with the exception of hail events that may affect the products and for which BMI disclaims all liability. BMI disclaims any other warranty whether expressed or implied in regard to products, including regarding their suitability for a use not compliant to or identified by technical specifications or by standards in force. Any intervention or repair performed without the prior agreement of BMI in regard to products, even when at a later date they are deemed defective, will render the warranty void and entail loss of all rights of recourse against BMI. It is specified that if BMI staff are required to intervene on a site, this shall in no way be as substitutes for the professionals involved in the construction process (notably site owners, architects, contractors, etc) inasmuch as BMI is neither qualified nor approved for such.

4.2 Specific warranties

The following specific guarantees deviate from Article 4.1, which remains applicable in the absence of contradiction by the specific warranties.

(A) Frost damage warranty (Gélivit  ) for concrete and clay tiles: BMI grants a warranty of 30 (thirty) years against frost damage on its Clay and Concrete product range with effect from the date of product delivery or, failing this information, from the date of manufacturing shown on the product.

(B) SYSTEM CLIMA COMFORT warranty: BMI grants a warranty of 10 (ten) years on the Clima Comfort System from the date of product delivery or, failing this information, from the date of invoice. This warranty applies only if a technical study about the fastening of the System as well as a thermal study are first performed by BMI, and if the Clima Comfort or Clima First system is installed using the prescribed products and in accordance with the rules described in the study and in BMI's technical brochure.

(C) SILVER warranty: BMI grants a warranty, the duration of which is set out in the documentation relating to the warranty extension, applicable from the date of delivery of the products in the SILVER range or, failing this information, from the date of invoice, provided that BMI has received all the information required for drawing up this warranty.

(D) SYSTEM PRO MONTAGNE warranty: BMI grants a 10 (ten) year warranty on the System ProMontagne from the date of delivery of the products or, in the absence of proof of the date of delivery, from the date of invoice. This warranty only applies if a technical study is carried out by BMI, and if the system is installed with all the prescribed products and in accordance with the rules described in the study and in our brochure.

To be admissible, any claim under a general or specific warranty must be notified by registered letter with acknowledgement of receipt sent to BMI's After-Sales Department within fifteen (15) days of delivery or of the appearance of the defect/failing and accompanied by supporting documents (invoice, photographs, claim notification...). The Customer must grant BMI every facility to perform and record inspection findings in the presence of both parties. Save as stipulated under Article 4.4 below, BMI may at its discretion either replace defective or missing products or reimburse the price of the products, minus a discount of 20 % (twenty percent) on the net invoiced price. Disputed products which have been replaced or reimbursed must be placed at the entire disposal of BMI.

4.3 Implementation of warranties - general clauses

Repairs performed shall not constitute any cause to extend the period of initial warranty on the product in question. The initial warranty period will thus remain unchanged. Warranty shall apply only if: (i) Customer has regular title of ownership of the product; and (ii) if the payment of sums due on the purchase of the products has been made in full; and if (iii) Customer has complied with normal conditions of handling, storage, transportation, use, installation and maintenance while respecting the customary practice, standard practices, technical recommendations known as DTU and DTA among others, Technical Assessments, certifications (QualiBat, French norm ("Norme fran  aise" or "NF"), ACERMI) in force and instructions for installation and fixing as determined by BMI and more generally any and all recommendations made known to Customer by BMI and that (iv) the installer has completed and validated any mandatory training –if any– with the BMI Academy prior to the installation of the product. The distributor/reseller of BMI products undertakes to inform its customer that, if BMI has made training prior to the installation of a product mandatory, it is the responsibility of the installer/sealer to approach BMI for training. Otherwise, the distributor/reseller's client shall not be able to exercise its warranties relating to the quality of the product. Furthermore, the distributor/reseller undertakes, in the case of the resale of BMI products, to ensure that all documentation and/or communication elements present in the BMI products are transmitted to its customers; and that (v) in the case of an extended warranty, the latter has been previously validated in writing by BMI. Any distributor/reseller who validates such an extension of warranty shall be solely liable to his client for commitments made without the prior agreement of BMI.

Standardised products are supplied in compliance with European standards (CE marking).

Sole liability at time of delivery rests with the Customer in regard to the defective nature of the products and compliance to quantity requirements. Acceptance of product quality is deemed to take place in accordance with the Incoterm chosen by the Parties, taking into consideration customary tolerances. BMI will take into consideration claims for breakage of tiles only when the rate of damage exceeds 2 % (two percent). Products which are not defective and compliant to the purchase order are non-returnable and non-reimbursable. In case of products that are defective or not compliant to the purchase order, their return cannot be contemplated without BMI's agreement, and only within a period of 30 (thirty) days following delivery and subject to the condition that the product returned reaches us in its original packaging without physical or chemical transformation and unaccompanied by any other products. The return shall be deemed "accepted" only after verification and validation performed by staff at the place of product return.

The photographs appearing on our paper and digital media are non-contractual, BMI being unable to give any warranty as to the faithful reproduction of colours. BMI shall therefore not be held responsible for the delivery of products whose colour proves to be unsatisfactory. BMI therefore invites the Client to visit a retailer or to request a sample before placing any order.

4.4 Implementation of specific warranties

By way of exception to Article 4.3 above, in the specific case of the warranties described at Articles 4.2 A. and C. above ("Frost damage warranty for concrete and clay tiles" and "SILVER warranty"), BMI shall replace products (that is to say, provide just the products themselves that require replacing) that are jointly recognised by both BMI and the Customer as faulty; all ancillary costs are expressly excluded, including transportation, installation, removal and all indemnities of any type whatsoever.

5. LIABILITY

BMI shall in no circumstances be held liable to Customer for indirect damage and / or financial loss such as among others loss of revenue, operating loss, loss of earnings or of commercial opportunity, compensation for late delivery, penalties for construction delay, etc., no matter that they may be foreseeable, nor shall BMI be held liable for damage arising from hail and/or other exceptional weather event, for imperfect roofing maintenance, for any handling, storage or installation of products which fail to comply with customary practice, standard practices, D.T.U. recommendations and Technical Assessments in force, including BMI's own installation instructions and the recommendations issued by BMI to Customer. The foregoing enumeration of circumstances is not exhaustive. BMI disclaims any warranty or liability whether express or implied, notably in regard but not limited to commercialization or fitness for purpose or expected product performance when in use. The Customer shall bear any and all risks arising from the use of the products whether on their own or in association with others, and shall bear sole liability for the direct and indirect damage arising from their use. In any event, the liability of BMI shall be limited to the value of the products in dispute, and shall in any event be capped at the price effectively paid by the Customer

6. PRICE & PAYMENT

The products shall be supplied in accordance with the price list issued by BMI whose validity period is one (1) month as from its communication to the Customer. Products shall be invoiced by BMI at the price applicable on the date at which the product is delivered or collected. Notwithstanding the above, prices may be revised by BMI, at its sole discretion, in the event of a significant economic change or external circumstance beyond BMI's control such as, but not limited to an increase in the cost of raw materials, energy, transport costs or an unfavourable change in taxation. BMI will inform the Customer in writing within a reasonable period of time before the modification of the new price, who will then be entitled to cancel his order. Without a response from the Customer within ten (10) days, the new prices will be deemed accepted by the Customer. BMI invoices are drawn up on the day of product availability or shipment.

The following procedure must be followed by the Customer for any credit note request:

- A credit note request sent to BMI by the Customer must include all of the following information, which is necessary for the proper management and processing of the credit note request:
 - Purpose of the request: price, quantity, return of goods, etc.
 - Invoice number
 - Purchase Order number
 - The item concerned with its EAN code or BMI item code
 - The price shown on the request must be detailed, with the unit price invoiced; the requested unit price sought: the amount invoiced for the given line; and the amount requested for the given line.
- The eco-contribution must not be included in the price or line amount, instead it must be specified on a separate line. The price of the product(s) must be separated from the amount of the eco-contribution.
- Material pricing error: Furthermore, credit note requests for material pricing errors must be justified by relevant BMI document (annual terms and conditions, price offer, etc.) that backs up the request.
- Damaged product (delivery): In the event of a product being damaged as a result of delivery by BMI, the Customer must send a copy of the complaint issued to BMI within 72 hours of receipt of the product, together with the consignment note (*lettre de voiture*) and delivery note (*bon de livraison*).
- Damaged product (collection): In the event of a damaged product relating to an order collected by the Customer, the latter may only submit a credit note request if it sends BMI, within 72 hours of collection, the consignment note (*lettre de voiture*) containing a reservation (*réservation*). Failing this, the Customer must send its compensation claim to the transport carrier it has hired.
- Submission of the credit note request (process and deadline): The complete and detailed credit note request, including all documents supporting the request, must be sent with acknowledgement of receipt to administratif-advsiplast@bmigroup.com for the Siplast brand, and administratif-advmonier@bmigroup.com for the Monier brand. If this procedure is not followed, BMI may refuse to entertain the request and the corresponding invoice shall accordingly become payable by the Customer.
- This complete and detailed credit note request must be sent to BMI by the Customer within 72 hours of delivery or collection, unless the credit note request concerns a material pricing error, in which case the deadline is extended to 60 days from the date the invoice was issued.
- Non-compliance of the credit note request: If the credit note request procedure is not followed, or in the event of the credit note request not being compliant (including when a document is missing), BMI may disregard the request, and the invoice would then become payable by the Customer to BMI, which the Customer expressly accepts.

Unless otherwise stated, payment shall be without discount, and wholly credited to BMI's bank account within 45 (forty five) days end of month. Pursuant to Article L441-13 of the French Code de commerce, in regard to sales to the listed French overseas departments (DROM-COM), terms of payment are from the date of receipt of products. BMI reserves the right to verify Customer's legal and financial situation, and as the case may be, to set the terms whereby it is assured of the payment of invoices (payment by wire transfer before shipment, shorter terms of payment or bank guarantees ...). There shall be no loosening or temporary waiver of terms of payment under any circumstances whatsoever including dispute, and no claim in regard to product quality or quantity shall be deemed grounds for withholding payment. Payments by cheque are not accepted. In the event of late payment, BMI reserves the right (i) to suspend any delivery or purchase order in progress, without prejudice to the further seeking of legal remedy (ii) to demand payment of compensation at the ECB's most recent refinancing interest rate increased by 10 (ten) percentage points. These penalties are payable at BMI's first request without issuance of prior formal notice to pay. The flat rate fee due by law to a creditor in the event of late payment is forty euros (€40) unless there are grounds for higher fees, notably to cover the costs of litigation. Non-payment of an invoice constitutes serious misconduct by Customer, whereby BMI has authority to cancel the sale automatically, liability thus resting fully with Customer after official warning has remained without effect for 30 (thirty) days, without prejudice to any and all other rights available to BMI. The part of the unit cost that BMI bears for the management of waste products and building materials from the construction sector, as invoiced by the eco-organisation Valobat, of which BMI is a member (eco-contribution), is passed on in full to the Customer, without any possibility of a reduction, and will appear on each invoice; Unique Identifier : **FR356240_04 UWQ**. BMI is also a member of the eco organisation EcoDDS.

7. TRANSFER OF TITLE AND RISKS

Transfer of title to the products after their delivery shall be effective from the date of payment in full of the sums due (principal and accessories), whereas the transfer of risks attaching to the products takes place from the date of their delivery to Customer premises, or from the date when they are made available to Customer in BMI's production plant or warehousing or storage facilities. Customer may, as part of its normal business operations, sell on products delivered before making payment for them, but authority to do so shall be automatically rescinded in the event of (i) repeated failure to pay or of (ii) Customer's financial situation being deemed unstable or at risk in view of financial information available to BMI. In one or the other of the foregoing cases, BMI retains the right to claim title of property, or, at first request and without issuance of prior official notice to pay, to lay claim to the value of the products in question. At all times, the Customer shall provide any and all information of use when listing the goods owned by BMI, thereby easing their identification. Failing the foregoing, products in Customer's possession shall be presumed the property of BMI. Customer undertakes to take out insurance coverage of all the risks to which the products may be subject, or to which the products may subject others, coverage to apply from the time of transfer of risk onward. All product return expenses shall be borne by the Customer.

8. INDUSTRIAL PROPERTY

Customer expressly acknowledges that all acronyms, trademarks and logos existing or future which are derivatives or complements thereof, which are held by the BMI Group, are regularly recorded and are the exclusive property of BMI. Consequently, Customer formally undertakes, whether directly or indirectly in any country whatsoever and for any class of product whatsoever, NOT to proceed to the registration of the trademarks, domain name and / or any distinctive sign attachable to BMI trademarks or products, or which may be an accessory to or derivative thereof, or which may present a resemblance to or similarity with the trademark. In case of failure to comply with the foregoing, we reserve the possibility of seeking remedy by all means. Customers may not, unless they have our agreement, sell our products under names other than those that we use. The models, plans, studies, calculations, documents and tooling set up or acquired by ourselves shall remain our entire property and may not be communicated or reproduced without BMI's prior written approval. Customer undertakes not to engage in any reproduction whether direct or indirect of our products, models, plans, studies, calculations, documents and tooling and undertakes forthwith to inform us of any infringement of our rights or unauthorised reproduction coming to its notice.

9. FORCE MAJEURE: HARSHSHIP

A force majeure event shall relieve BMI of any and all contractual liability within the limit of the terms set out below. Notwithstanding Article 1218 of the French Civil code, the following events are deemed events of force majeure pursuant to the present GTCs: incidents and / or accidents affecting the production or

storage of products, the stoppage whether total or partial of supplies of raw materials or energy, failure by carriers, natural phenomena affecting the supply of raw materials, of production equipment or of products sold (fire, flooding, hail, among others), breakdown of machinery, labour conflict (including internal to BMI) and in particular strikes (whether total or partial), administrative decisions, changes in regulation, unilateral action of authority, epidemics, pandemics, armed conflict and any event external to BMI that is unforeseeable, irresistible and of such a kind as to delay, prevent or render economically unreasonable the performance by BMI of its commitments. If the duration of an event of force majeure exceeds three (3) months, BMI shall be lawfully entitled to cancel sales without incurring any liability for loss or prejudice thereby arising.

The Parties waive the provisions of Article 1195 of the Civil Code. If a change in circumstances which is unforeseeable at the time of the Parties' agreement makes its execution excessively onerous for one of the Parties who had not agreed to assume the risk, the said Party may request a renegotiation of the initial agreement. The present general conditions will continue to apply for the duration of this renegotiation. Any potential agreement will be formalised by the signature of an amendment. In the event of refusal or failure of the renegotiation, the Parties may agree by mutual consent to terminate the initial agreement.

10. TAX

Prices are shown free of taxes or levies and will be increased by the amount of VAT and / or of any other tax or levy including on the sale, production or transportation of products. Whenever i) the delivery of products is exempt of VAT in the State of product shipment by reason of the shipment or transportation of products outside the State of shipment, and whenever ii) the shipment or transportation of products is undertaken by Customer or on its account, Customer is required to remit to BMI the following evidential documentation (hereinafter "Documentary Evidence"): (i) documents of proof of shipment or transportation of goods outside the State of shipment of products in accordance with rules in force in the State of product shipment, doing so within 20 (twenty) days of Customer's pick-up of products, (ii) in the event of delivery within the European Community, a written declaration signed by a duly authorised person testifying that the products have been transported or shipped by Customer or by a third party on Customer's account, making mention of the Member State of product destination, and that transportation and shipment have been in accordance with the rules in force in the State of shipment, doing so before the 10th (tenth) of the month following the date of delivery. If Customer does not, within the above mentioned conditions and deadlines, remit to BMI the Documentary Evidence and BMI faces a VAT claim on its sales to Customer, then Customer shall immediately (i) pay BMI compensation in the amount of the VAT adjustment, (ii) repay all penalties and interest on late discharge of tax liability if any is borne by BMI by reason of failure to apply VAT on the initial sales invoice or by reason of failure to provide Documentary Evidence, and (iii) pay fees of legal representation as the case may be in an amount capped under section (iii) at ten thousand euros (10 000€).

11. DATA PROTECTION

BMI has adopted a compliance policy with GDPR (European Regulation 2016/679), to be found on <https://www.bmigroup.com>. BMI will strictly abide by those policies and regulations when receiving any information or personal data in the course of its business operation. These personal data will be kept for the duration of the contract and will then be archived in accordance with applicable regulation. According to applicable law, Customer's employees have the right to access their personal data, to have them rectified, to request their deletion and to object to their processing for reasons related to their personal situation, or to request the limitation of the processing. They can exercise these rights by addressing their request to compliance@bmigroup.com. Where appropriate, Customer's employees also have the right to file a claim in relation to the use of their personal data by contacting the relevant data protection authority.

12. ETHICS & COMPLIANCE

BMI encourages the Customer to run its business and perform the purchase in a manner as compliant as possible with BMI's values and standards set forth in its Code of Conduct and in its Third-Party Code of Conduct (as updated from time to time) to be found on the following website: <https://www.bmigroup.com/fr>. Customer undertakes to comply and shall cause its co-contractors to comply with any applicable law and regulation relating to (i) the fight against corruption and influence peddling; (ii) export control: in this respect, Customer represents and warrants that it is fully aware of the commercial and financial export restrictions imposed on certain countries by the European Union, the United States of America and the United Nations notably, and targeting individuals, legal entities or products ("Export Restrictions"). Customer undertakes to comply with Export Restrictions at all time and not to resell the Products to individuals or legal entities featuring on sanctioned party lists drawn-up by the European Union, the United States of America and the United Nations notably; (iii) Human rights; (iv) the protection of the environment. Customer represents, warrants and certifies that neither Customer nor any of its directors or officers is: (i) listed on any published list of persons targeted by sanctions as may be produced by any regulatory authority from time to time; (ii) ordinarily located or resident in, or incorporated under the laws of, a country or territory targeted by comprehensive country-wide or territory-wide sanctions; (iii) owned or controlled by, or acting on behalf or at the direction of, a person referred to in (i) or (ii); or (iv) otherwise an expressly designated target of sanctions. Customer shall not directly or indirectly make, offer or promise any (i) bribe, influence payment, facilitation payment, kickback and/or grease payment; (ii) other payment or gift of money or anything of value where the relevant act connected with such payment, gift or item is prohibited under any applicable anti-bribery law. The Customer will immediately notify BMI if it becomes aware of any matter that is prohibited by, or in breach of, this article. Should Customer or its employees fail to comply with the provisions of this article, BMI may, without prejudice to any other rights or remedies it may have under these GTCs or at law, terminate the business relationship with immediate effect. Customer shall defend, indemnify and hold BMI harmless from and against any claims, damages, losses, penalties, costs and expenses of any kind arising out or in connection with a breach by Customer and/or its co-contractors of the provisions of this article.

13. JURISDICTION: APPLICABLE LAW

The parties will make their best efforts to settle all disputes on an amicable basis. Failing this, any challenge, difference of opinion or dispute shall go before the courts having jurisdiction in the place of BMI's registered office, courts which the Customer expressly acknowledge including in cases of summary proceedings ("référé"), call on guarantees or plurality of defendants. Thus, in the event of Customer's summons by a third party before another court, Customer hereby and now renounces any call on BMI as guarantor before that court in such manner as the clause of recognition of jurisdiction contained herein shall prevail in all circumstances. These GTCs are governed by and interpreted according to French law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 are expressly set aside.

14. LANGUAGE

These GTCs are available in several languages. In the event of conflict between the French version of these GTCs and the translated version, the parties agree that the French version shall prevail.

15. ASSIGNMENT; TRANSFER

These GTCs and the associated commercial relationships shall be automatically transferred without further formality to any company created or to be created in the context of any restructuring operation involving the companies belonging to the BMI Group, regardless of the operations considered.