6.1. The Goods shall be delivered EXW (Ex-Works) at SELLER's premises, as to the Goods shall pass to BUYER at the time of delivery.

5.1. BUYER shall provide SELLER on a timely basis with all drawings, data, specifications and/or will be free from defects in materials and workmanship. Except as otherwise specified by SELLER, and in accordance with the applicable law, this warranty shall expire 12 months after the delivery of the Goods.

6.2. SELLER warrants that Goods shall be free from defect in title without any reservation.

8.2. SELLER warrants that Goods shall be free from defect in title without any reservation. As to the Goods shall pass to BUYER at the time of delivery.

5.4. BUYER agrees to demand and, if any, and (iii) obtaining of any requisite approval of competent authorities and, (iv) securing of insurance, in respect of the Goods, (v) obtaining of any requisite approval of competent authorities, and (vi) securing of insurance, in respect of the Goods, (v) obtaining of any requisite approval of competent authorities, and (vi) securing of insurance, in respect of the Goods, (v) obtaining of any requisite approval of competent authorities, and (vi) securing of insurance, in respect of the Goods.

9.6. SELLER shall have the right to suspend all deliveries or to terminate the Contract in the event of: (i) BUYER's insolvency or, (ii) SELLER is of the opinion that BUYER will not be in a position to pay for the Goods or, (iii) BUYER's failure to perform any of its obligations under the Contract for a period of thirty (30) calendar days following their date of issuance unless otherwise specified by SELLER.

ARTICLE 16 - LICENSES, PERMITS & AUTHORIZATIONS

15.1. The Contract shall be governed by the substantive Law of France and any dispute concerning the Contract shall be brought before the courts of Paris, France.

ARTICLE 14 - ASSIGNMENT - SUB-CONTRACTING

13.3. SELLER shall have the right to suspend all deliveries or to terminate the Contract in the event of: (i) BUYER's insolvency or, (ii) SELLER is of the opinion that BUYER will not be in a position to pay for the Goods or, (iii) BUYER's failure to perform any of its obligations under the Contract for a period of thirty (30) calendar days following their date of issuance unless otherwise specified by SELLER.

ARTICLE 12 - FORCE MAJEURE

11.4. SELLER's defence and indemnity, as provided herein, shall constitute full compliance of all its obligations or liabilities to BUYER with respect to the affected performance and shall constitute BUYER's exclusive remedy with respect thereto.

11.5. BUYER in its part warrants that any design, change or instruction modifying the Goods or, its equipment, in any manner or for any reason, must be submitted in writing to SELLER, and its suppliers of any tier, to invoke any claim of any patent, copyright, or other right. SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages, costs, and expenses incurred by SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages, costs, and expenses in any manner or for any reason, must be submitted in writing to SELLER, and its suppliers of any tier, to invoke any claim of any patent, copyright, or other right.

ARTICLE 11 - PATENT INFRINGEMENT

11.1. Any waiver of any of the terms hereunder by SELLER shall not be deemed to be a waiver of any other terms hereunder.

11.2. Any technical advice, recommendations or services rendered by SELLER shall not be construed to constitute any express or implied warranty of knowledge, and any intended for use by skilled and professional persons of their own work or services. SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages or expenses incurred by SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages or expenses in any manner or for any reason, must be submitted in writing to SELLER, and its suppliers of any tier, to invoke any claim of any patent, copyright, or other right.

11.3. The insanity in whole or in part of any provision of the Contract shall not affect the validity of any other provision.

SM-CI

GENERAL TERMS AND CONDITIONS OF SALE

The following general terms and conditions of sale ("gcs") shall constitute the applicable conditions between buyer and SELLER ("Ci") relating to the sale and delivery of the Goods, except as otherwise agreed between the parties and subject to any applicable laws or regulations, and shall apply to all quotations and acknowledgements and/or deliveries performed under this Contract, regardless of the number of orders placed by the buyer with the seller. SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages or expenses incurred by SELLER, and its suppliers of any tier, from and against any and all claims, suits, losses, damages or expenses in any manner or for any reason, must be submitted in writing to SELLER, and its suppliers of any tier, to invoke any claim of any patent, copyright, or other right.