

General Terms and Conditions of Sale (GTOS) of the company RUTRONIK SAS

- June 2016 -

§ 1 General – Scope

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as «GTOS») shall constitute the sole basis for commercial negotiation with our clients.
- 1.2 Accordingly, these GTOS shall govern all transactions and, in particular, the sales concluded between the company RUTRONIK SAS (the Seller) and our professional clients (the Buyer), excluding consumers or non-professionals whose orders the Seller doesn't accept. The GTOS shall also apply to any e-commerce (Rutronik24). The GTOS shall also apply if they are not included in or attached to orders, sales, invoices or subsequent contracts. They shall apply correspondingly to work performances and/or services. General terms and conditions of the Buyer which are contrary to, in addition to or divergent from the GTOS shall have no contractual value in the relations with the Seller and the Buyer may not use them as an instrument of opposition in any way except with the express prior written approval of the Seller, whereby any acceptance scenario shall be specific to the sale in question and to the accepted derogations.
- 1.3 The GTOS shall also apply if the Seller – although having been informed of conflicting or differing general conditions of the Buyer – delivers the goods without reservation or if the Seller fails to communicate them during any sale, delivery or transaction of any kind. All specific or additional agreements, or agreements which deviate from these GTOS which are agreed between the Seller and the Buyer as part of the execution of a Contract, must be the subject of a written clause in the contract. This also applies to any waiver of an obligation in written form. The Seller's rights and guarantees under the applicable legislation which go beyond the provisions of these GTOS or which are not mentioned therein, shall remain applicable – the Seller shall under no circumstances be deemed to have waived them.
- 1.4 The GTOS shall also apply to sales to professional Buyers or to traders who are purchasing for business purposes which the Seller performs on the online business website of the Rutronik Group (designated « Rutronik24 »). The Seller will not sell or perform any transaction with consumers or non-professionals. The provisions specific to online sales which pertain in particular to the obligatory information of the Buyer, the order confirmation, the payment and the delivery etc... are mentioned in the aforementioned online business website.

§ 2 Tender and conclusion of contract

- 2.1 Tenders or responses to tenders, conditions or prices established by the Seller are not binding and do not commit the Seller to anything unless they are expressly designated by the Seller as having the value of a firm offer.
- 2.2 The orders of the Buyer constitute firm offers. Written confirmation of the order on the part of the Seller – or, in a case of immediate execution of the order, of the shipment of the ordered products at the final price indicated on the invoice – shall be decisive for the conclusion of the contract. If the Buyer wants to include any mention of observations with regard to the content of the confirmation of the order or with the dispatched products, he must do this within a week. Otherwise, the contract shall be deemed concluded in accordance with the terms of the confirmation of the order.

§ 3 Description of the products

- 3.1 In the event that an order or a sale concerns products which are subject to changes and/or technological improvement, the Seller shall be authorised to supply said products, according to the latest data sheets of the manufacturer. The Buyer must inform the Seller in advance if the Buyer only receives the product in its initial definition or specifications known at the time of the order and if derogations thereof are not permitted.
- 3.2 The information supplied on the products distributed by the Seller, in particular in prospectuses, lists of models, catalogues, data sheets, advertising materials, specifications and descriptions and other technical delivery conditions, certificates (e.g. certificates of conformity) and other documents do not under any circumstances constitute a guarantee of quality, conformity or durability on the part of the Seller. For products which are designated only by their genre, the Seller shall be under no supply commitment without express prior written agreement.

- 3.3 The information of the manufacturer concerning the reliability of the delivered products are average statistical values which are for reference purposes only, and they do not refer to deliveries or to individual lots, nor do they signify any guarantee of quality or conformity.

§ 4 Orders on call

- 4.1 Orders on call must, unless otherwise agreed, be the object of a call on the part of the Buyer which must be effected at least 8 weeks prior to the desired delivery date. However, the Seller shall not be bound by the desired delivery date which the Seller may extend or postpone in accordance with the manufacturer's deadlines or the availability of the ordered product at the Seller's site.
- 4.2 Unless otherwise agreed, the Buyer must call off their order within no later than 12 months after the date of the acceptance of the order by the Seller. After this deadline has expired, the Seller shall be authorised to deliver the products and invoice them or to request the termination of the contract or, should the Buyer be at fault, to demand damages and interest payments in lieu of the service. The Seller shall also be authorised to charge the Buyer the applicable price for the quantities that were actually requested.

§ 5 Prices / revision of the prices

- 5.1 The prices quoted by the Seller in the acceptance of the order shall be the sole prices applicable. The prices are ex works, excluding fees for packaging, freight, insurance, customs duties and VAT. The added VAT shall be shown separately, at the statutory rate applicable on the date of the drafting of the invoice.
- 5.2 The Seller shall be authorised to charge the following supplements with low amount invoices: € 25 for an invoiced value lower than € 75; € 10 for an invoiced value between € 75 and € 150.
- 5.3 In the event that any significant or unforeseen reduction or increase in the costs, in particular as a result of a change in material prices, occurs between the time of the conclusion of the contract and its execution by the Seller, the Seller shall be authorised to revise their prices to allow for these cost variations; however, this shall not extend to charging an extra profit margin. If the increase to the price initially agreed is greater than 10%, the Buyer shall have the right to withdraw from the contract (termination or resolution).
- 5.4 In the event of a quota resulting in an increase in the supply prices, the Seller shall be authorised to increase their prices in accordance with the average increase in the market prices for the products which should be delivered in the two months following the conclusion of the contract.

§ 6 Payment conditions

- 6.1 Unless otherwise agreed in advance and in writing, all the Seller's invoices shall be payable upon receipt of invoice, with no deduction, refund, discount or rebate of any kind.

Any delay / failure to pay shall, *ex officio*, lead to the following action:

- a) All amounts due, whatever the intended payment method, shall become due for payment immediately,
- b) The suspension of all the current orders of the Buyer (if the Seller deems it necessary) after the issuance of a registered letter with acknowledgement of receipt which has yielded no results within eight (8) days after receipt,
- c) Entitlement to a lump sum of € 40 compensation costs (except in the case of a different amount demanded by existing legislation) in the event that payment is made after the contractual settlement date, without prejudice to the applicability of recovery costs of an amount greater than this lump sum if the related documents are provided,
- d) Entitlement to the default penalties of an amount equal to three (3) times the statutory interest rate (or, if it is higher, the interest rate applied by the European Central Bank as part of its most recent refinancing operations) plus an additional ten (10) per cent, as per article L 441-6-I of the French Commercial Code.
- e) Any invoice amount recovered via administrative, judicial or extra-judicial litigation, shall, under a non-reducible penalty

clause, include an indemnity equal to 15% of the due amounts, alongside additional legal interest payments, legal fees, indemnities and payments.

The default indemnity amounts may, *ex officio*, be applied with all deductions, refunds, rebates and discounts or assets specially granted by the Seller, even if they relate to another sale.

f) Reminder: the Law prohibits any contrary stipulation regarding payment deadlines which shall result in a payment deadline greater than 60 days after the issuance of the invoice or 45 days from the end of the month after this same date.

6.2 Drafts and cheques may be accepted as payment only after express written agreement. All discount charges and other fees related to drafts and cheques shall be borne by the Buyer. Resulting retention of title and rights for the Seller (as specified in § 10 hereof) shall remain uncompromised, and not have any restriction imposed on them up until full payment of all claims or invoices.

6.3 The Seller is authorised from the outset to offset the oldest debt of the Buyer with the payments of the Buyer. If any costs and interest payments have already been incurred, the Buyer shall be authorised from the outset to offset the fees, followed by the interest payments and penalties, and finally the principal debt.

§ 7 Compensation and retention

The Buyer shall only be authorised to offset their claims vis-à-vis the Seller if such claims are uncontested or have become *res judicata*. The Buyer may only assert a right of retention if the claim invoked is based on the contractual relationship under which this right was established.

§ 8 Time limits and delivery scope, reserves of our own supplies, delivery delay

8.1 All agreements on delivery deadlines/dates must be established in writing to be valid. Delivery deadlines/dates shall be non-binding unless expressly agreed otherwise. The delivery deadline shall start to run from the date on which the Seller issues the acceptance of the order, but not prior to the full submission of all the documents, approvals and validations that the Buyer must acquire, together with responses to all questions and the receipt of the agreed down payment. Compliance with the delivery deadline/date is subject to the Buyer's proper and timely execution of their own obligations. The delivery deadline shall be deemed met as long as the products left the factory prior to the deadline expiring, or as soon as the Seller has provided a notification of their readiness to deliver. Agreed delivery deadlines/dates shall be subject to the Seller's regular and timely delivery through their own suppliers. In the event that the Seller informs the Buyer (by any means) of a delivery postponement or delay not exceeding 3 months, or even a new delivery date, for whatever reason, the Buyer shall be deemed to have accepted this postponement / delay / new delivery date unless they send a written notification of express refusal of the same to the Seller within 48 hours.

8.2 Partial deliveries shall be admissible. If it is necessary for production-related technical reasons, the Seller reserves the right to enact deliveries of 5% greater or lesser than the volume ordered.

8.3 In the event of a delivery delay for a reason which is not authorised under these GTOS, the Buyer shall only be authorised to demand termination of the contract after the Seller has informed the Buyer of the delay and sent a reminder.

§ 9 Passing of risk / shipping

9.1 If the goods are shipped and delivered, the risk of accidental loss and accidental deterioration of the products shall pass to the Buyer at the time of their delivery to the carrier or to the person responsible for ensuring their delivery. The same shall apply to partial deliveries or if delivery carriage paid or with no costs for the Buyer had been agreed. The choice of the carrier and of the route shall be the responsibility of the Seller, except in the event of differing prior written instructions of the Buyer which have been agreed on by the Seller. The Seller shall, at the request of the Buyer, who shall bear the related costs, insure the products against the risks to be designated by the Buyer by taking out a transport insurance policy.

9.2 If the shipping of the products is delayed for reasons for which the Buyer is responsible, the risk shall pass to the Buyer from the date of the Seller's ability to deliver.

9.3. If the Seller selects the method of transportation, route or person responsible for transportation, the Seller shall only be held responsible for such a selection in the event of intent or gross negligence.

§ 10 Retention of title

10.1 TITLE TO THE PRODUCTS DELIVERED SHALL REMAIN WITH THE SELLER UP UNTIL THE FULL PAYMENT OF THEIR PRICES, INCLUDING VAT AND OTHER TAXES, WITHOUT PREJUDICE TO THE PASSING OF RISKS TO THE BUYER. THE BUYER MUST TREAT THE PRODUCTS COVERED BY THIS SECTION WITH CARE WHILE THEY ARE THE PROPERTY OF THE SELLER. IN PARTICULAR, THE BUYER MUST, AT THEIR OWN EXPENSE, TAKE OUT AN INSURANCE POLICY COVERING FIRE, WATER DAMAGE AND THEFT WHICH IS ADEQUATE IN RELATION TO THE REPLACEMENT VALUE OF THE PRODUCTS, AND PROVIDE THE SELLER WITH PROOF OF IT. THE BUYER SHALL SUBROGATE THE SELLER IN CONNECTION WITH ALL THEIR INSURANCE RIGHTS. THE BUYER MUST, IN ALL CASES, IRREVOCABLY INSTRUCT THEIR INSURER TO MAKE ALL PAYMENTS TO THE EXCLUSIVE ATTENTION OF THE SELLER. ALL OTHER RIGHTS THE SELLER MAY HAVE SHALL REMAIN UNAFFECTED.

10.2 THE BUYER MAY SELL THE PRODUCTS COVERED ONLY AS PART OF THE NORMAL COURSE OF HIS ACTIVITIES. THE BUYER DOES NOT HAVE THE RIGHT TO PLEDGE THE COVERED PRODUCTS NOR TO PUT THEM UNDER GUARANTEE OR TO DO ANYTHING ELSE WHICH WILL JEOPARDISE THE SELLER'S OWNERSHIP RIGHTS. IN THE EVENT OF SEQUESTRATION OR OTHER THIRD PARTY INTERVENTION THE BUYER MUST IMMEDIATELY NOTIFY THE SELLER THEREOF IN WRITING, SUPPLYING THEM WITH ALL THE NECESSARY INFORMATION. ADDITIONALLY, THE BUYER MUST INFORM THE THIRD PARTY OF THE SELLER'S OWNERSHIP RIGHTS AND ASSIST THE SELLER IN THE MEASURES THAT THEY UNDERTAKE FOR THE PURPOSE OF OBTAINING RECOGNITION OF THEIR PROPERTY RIGHTS. THE BUYER SHALL INCUR ALL THE COSTS NECESSARY IN ORDER TO ELIMINATE SUCH INTERVENTION AND TO RECOVER THE PRODUCTS,

10.3 THE BUYER HEREBY ASSIGNS TO THE SELLER, WITHOUT RESERVATION OR EXCEPTION, THE VALUE OF THE CLAIMS THAT ARISES FROM THE RESALE OF THE PRODUCTS SUBJECT TO RETENTION OF TITLE, IRRESPECTIVE OF WHETHER THE PRODUCTS COVERED ARE RESOLD PRIOR TO OR AFTER TRANSFORMATION. THE SELLER HEREBY AGREES TO THIS ASSIGNMENT. IF AN ASSIGNMENT IS NOT PERMITTED OR NOT POSSIBLE, THE BUYER SHALL, UNDER THESE TERMS, GIVE THE IRREVOCABLE ORDER TO THE THIRD PARTY DEBTOR TO EFFECT PAYMENTS TO THE SELLER EXCLUSIVELY. SUBJECT TO REVOCATION, THE BUYER IS AUTHORISED BY THE SELLER TO RECOVER THE CLAIMS WHICH WERE TRANSFERRED TO THE SELLER, FOR THE ACCOUNT OF THE SELLER. ALL SUMS RECOVERED MUST BE IMMEDIATELY TRANSFERRED TO THE SELLER, UP TO THE LIMIT OF THE RECEIVABLES, THE PRICE OR THE FRACTION OF THE PRICE THAT HAS REMAINED UNPAID. THE SELLER CAN REVOKE THE AUTHORISATION OF THE BUYER TO RECOVER THESE CLAIMS, AS WELL AS THE RIGHT OF RESALE BY THE BUYER IF THE BUYER FAILS IN THEIR PAYMENT OBLIGATION VIS-A-VIS THE SELLER, OR IF THE BUYER IS UNDER PAYMENT PROTECTION OR HAS SUSPENDED THEIR PAYMENTS. ANY CESSION OF THESE CLAIMS SHALL BE SUBJECT TO THE PRIOR AGREEMENT OF THE SELLER. THE BUYER'S RIGHT OF RECOVERY SHALL EXPIRE AT THE TIME WHEN THE THIRD PARTY DEBTOR IS NOTIFIED OF THE CESSION. IN THE EVENT OF REVOCATION OF THE RIGHT OF RECOVERY, THE SELLER MAY ORDER THE BUYER TO PROVIDE THEM WITH ALL THE INFORMATION NECESSARY TO ENABLE THEM TO ENACT RECOVERY, TO SUPPLY THEM WITH THE RELATED DOCUMENTS AND TO INFORM THE DEBTORS OF THE CESSION.

10.4 IN THE EVENT OF DEFAULT OF PAYMENT BY THE BUYER, THE SELLER SHALL BE ENTITLED TO WITHDRAW FROM THE CONTRACT, WITHOUT PREJUDICE TO ANY OTHER RIGHTS THE SELLER MAY

HAVE. THE BUYER MUST IMMEDIATELY GRANT THE SELLER, OR ANY OTHER THIRD PARTY DULY MANDATED BY THE SELLER, ACCESS TO THE COVERED PRODUCTS, AND MUST RETURN THEM. AFTER HAVING INFORMED THE BUYER OF THIS, THE SELLER MAY FREELY DISPOSE OF THE COVERED PRODUCTS.

§ 11 Liability for defects, limitation on use and responsibility

- 11.1 The Seller warrants that the products delivered feature the characteristics which were specified in writing by the manufacturer or defined by mutual agreement in the form of verifiable technical parameters. The products delivered are intended solely for the use declared by their manufacturer. The use normally does not include the use of the products in systems which are dedicated to the maintenance or support of vital or military functions or for other purposes for which defective products, according to all reasonable judgements, could lead to physical damage (life, body or health) or exceptionally elevated material damage. The agreed-on quality is, exclusively, that of the specifications listed in the manufacturer's data sheets. The Buyer is the sole party responsible for the quality and safety of the products with regard to what the Buyer, their customers or even the end user shall use them for. The Seller accepts no responsibility, in particular in connection with the quality or durability of the products.
- 11.2 If the Seller transforms the products to be delivered at the request of the Buyer (e.g. a twist or cut, unreeling or rewinding of the connectors), the provisions of clause 11.1 shall apply *mutatis mutandis*. In this case, the Seller shall commit to careful transformation of the products in accordance with the specifications of the Buyer agreed on in writing, without being responsible for any consequences of such a transformation on the functioning of the products.
- 11.3 The Buyer must inspect the products upon receipt in order to benefit from the guarantee of compliance as well as of apparent defects and must notify the Seller of any nonconformities or defects in writing no later than two weeks following the receipt of the products. Complaints to the Seller about hidden defects must be made in writing within the statutory period of two years after they have been detected. In their complaint to the Seller, the Buyer must outline the defects in writing. The Buyer must send the products to the Seller at their own expense for the purpose of verification for defects. The Buyer shall commit to ensuring that the carrier undertakes the indicated measures for ensuring the presence of documentation that is complete.
- 11.4 If the products are delivered by the Seller in batches which allow for statistical verification of quality at the time of receipt in accordance with usual principles, they must perform such verification at the time of receipt by whatever means. The verification is governed by the review conditions and criteria indicated in the relevant standards. A batch which is accepted during this verification shall be considered to be without defects, a batch which is rejected shall be replaced by the Seller with a lot which is not defective in exchange for the return of the entire batch deemed to be defective. The Seller is otherwise legally entitled to, in consultation with the Buyer, replace the defective parts of the refused batches with parts which are not defective.
- 11.5 If the products are defective, the Seller shall be authorised, at their choice, to conduct repairs in order to remedy the defect, or to provide replacement products which are not defective. Should the defect be remedied, all the relevant costs shall be borne by the Seller, including transportation and forwarding costs as well as the labour and material costs, as long as these do not result in additional costs as a consequence of the products being delivered to a place other than the place of delivery. The personnel and material fees asserted by the Seller in this context shall be calculated on the basis of the cost price.
- 11.6 If the Seller refuses to conduct a repair, or is unable to do so, the Buyer may, if they so choose, demand that the contract be terminated, or demand a reduction of the sales price. The same shall apply if a repair proves unsuccessful, or if the Buyer finds it unacceptable, or if its implementation came with a delay which exceeded a reasonable deadline for reasons for which the Seller was responsible.
- 11.7 The Buyer may demand the revocation of the sale if they are unable to return the defective product, as long as this inability is due exclusively to the fact that a return is impossible given the nature of the product or defective delivery thereof, or if the defect only appeared during the processing or transformation of goods by the Buyer. The right of revocation of the sale is also excluded if the Seller is not responsible for addressing the defect or if he has conducted fabrications at the special request of the Buyer or with the specifications unique to it.
- 11.8 Natural wear and tear, incorrect handling or modifications or repairs to the products which were performed

incorrectly by the Buyer or by third parties acting on behalf of the Buyer, do not grant entitlement to (or make obsolete) implied warranty. The same shall apply to defects for which the Buyer is responsible, or those which occur by any cause other than the individual defect.

- 11.9 The Buyer may return defective goods which are to be repaired only if they have obtained the prior written consent of the Seller in accordance with the regulations applicable in the matter (RMA procedure). The risk of accidental loss or deterioration of returned goods shall not pass to the Seller prior to the goods being accepted by the Seller at their site. The Seller shall be authorised to refuse returns for which no RMA number has been issued.
- 11.10 **EXCEPTION WITH THE WARRANTIES STIPULATED ABOVE: THE SELLER SHALL EXCLUDE ALL OTHER GUARANTEES, WHETHER IMPLICIT OR EXPLICIT, IN PARTICULAR IN CONNECTION WITH MERCHANTABILITY OR THE SUITABILITY OF THE PRODUCTS WHICH ARE DELIVERED FOR A PARTICULAR USE OR PURPOSE.**
- 11.11 The Seller's limitation of liability shall not apply in the case of damages or losses resulting from death or any physical damage or damage to one's health.
- 11.12 The Seller shall under no circumstances be liable to the Buyer for indirect damages, including but not limited to lost profits, revenue, time, savings or data (including use thereof), and fees or expenses of any kind.
- 11.13 The Seller's responsibility for direct damage as a result of a violation of an essential contractual obligation may under no circumstances exceed € 100,000, except if it concerns physical harm.
- 11.14 The limitation period with claims of the Buyer related to a defect shall be one year, except if the statutory period applies in case the defective products were used in a building as per their regular method of use and they have damaged this building. This limitation period shall also apply to liability obligations based on defects of the products, of whatever nature and on whatever basis. The limitation period shall run from the time of the delivery of the products. Any position assumed by the Seller with respect to any guarantee or complaint on the part of the Buyer shall not involve the Seller, nor shall it be considered as acceptance of the complaint in question, nor as an extension of the guarantee.

§ 12 Contractual liability for delivered products

- 12.1 The Buyer shall not modify the products; in particular, they shall not modify, nor remove, the labels that serve as a warning of the risks relating to an improper use of the products. In the event of a violation of this obligation, the Buyer shall hold the Seller harmless with regard to the consequences of such modifications, and shall indemnify the Seller against any claims or grievances pertinent to the same.
- 12.2 If the Seller is required to initiate a product recall or to announce a warning message as a result of a defect, the Buyer shall support the Seller and undertake all reasonable and appropriate measures that the Seller demands. The Buyer shall bear the reminder or warning fees related to the product if they are responsible for the defect and the damage caused. Any other claims the Seller may have shall not be affected hereby.
- 12.3 The Buyer shall inform the Seller as soon as possible of the risks that they are aware of in connection with the use of the products and any possible defects.

§ 13 Force Majeure

- 13.1 If, following an unforeseen event for which the Seller is not responsible, the Seller is prevented from executing their contractual obligations (in particular as far as the delivery of their products is concerned), the Seller shall be relieved of their obligation to provide the services expected of them for the duration period of the hindrance plus a reasonable recovery period, without being required to pay the Buyer any damages. The same shall apply if, for unforeseen reasons for which the Seller is not responsible, including but not limited to labour disputes and strikes – also relating to forwarding agencies -, administrative measures, energy shortages, delivery impediments of a subcontractor or major business disruptions, the execution of the Seller's obligations is unacceptably aggravated or temporarily impossible.
- 13.2 The Seller shall be authorised, if the Seller deems it appropriate, to resolve or terminate the contract *ex officio* if the circumstances of Force Majeure continue for a period exceeding four months. If the Buyer so requests, the Seller will declare at the end of this deadline whether the Seller is going to exercise their right of rescission or if they will deliver the products within a stipulated deadline.

§ 14 Industrial and intellectual property rights

- 14.1 If any delivery contains software, such software shall be licensed to the Buyer within the limits of copyright and the related usage rights whose terms are stipulated in the licence agreement accompanying the software, with the exclusion of all other rights unless they are imposed by the law.
- 14.2 Unless otherwise stated, the Seller shall only be bound by a hold harmless clause in connection with third party intellectual property rights in the sole country in which the product is delivered.

§ 15 Reporting to the manufacturer, data protection

- 15.1 The Buyer accepts that the Seller will process the data relevant to the Buyer such as e.g. sales prices and quantities as well as names and addresses, and that the Seller will transmit them to the manufacturers/suppliers, and possibly abroad as well, during their periodical reporting.
- 15.2 The Buyer accepts that the Seller will save and process (within the limits of statutory provisions) the data relevant to the Buyer for the purposes of checking the Buyer's credit standing or refer it to the credit insurance company commissioned by the Seller.

§ 16 Exporting and export monitoring

- 16.1 The delivered products are supposed to remain in the country of delivery agreed with the Buyer. The Buyer shall not be entitled to export products which are subject to embargo provisions.
- 16.2 The products delivered shall be governed by German, European and American export regulations and embargo provisions. It is up to the Buyer to inform themselves of the respective export and/or import provisions or limitations and, if appropriate, to obtain the appropriate authorisation.
- 16.3 The Buyer shall impose this same obligation on their own customers.

§ 17 Final provisions

- 17.1 Any rights and obligations of the Buyer may only be assigned to any third party with the prior written consent of the Seller.
- 17.2 The Commercial Court at the headquarters of the Seller shall be the sole court competent for settling any dispute or controversy arising from the contractual relationship between the Seller and the Buyer, including in case of prorogation of jurisdiction. Notwithstanding the foregoing, the Seller reserves the right to bring any legal action before the materially competent Court at the headquarters of the Buyer or before any other competent jurisdiction.
- 17.3 The legal relationship between the Seller and the Buyer shall be governed by French law, excluding the United Nations Convention on the International Sale of Goods.
- 17.4 If any of the provisions of these GTOS is or becomes invalid or unenforceable, either in whole or in part, or if these GTOS contain any loopholes, this shall not affect the validity of the other provisions. The valid or enforceable clause or stipulation which is as close as possible to the agenda of the invalid or unenforceable provision, shall enter into force at the place of the invalid or unenforceable provision. In the event of a loophole, the provision that corresponds with what would have been agreed in the spirit of these GTOS had the parties considered it from the start, shall be deemed applicable.