

TERMS & CONDITIONS OF PURCHASE JEUMONT Electric – oct.2014

Orders issued in accordance with the present General Terms and Conditions lie within the framework of the JEUMONT ELECTRIC Values Charter, which can be obtained online on the www.JEUMONT Electric.com website (under search type the word 'values') and which the Supplier undertakes to respect. The purpose of such orders shall be hereinafter referred to as 'the Supply' and the contractor of JEUMONT ELECTRIC shall be hereinafter referred to as 'the Supplier'. 'JEUMONT Electric' shall mean the company pertaining to the Jeumont Electric which issued the PURCHASE ORDER. JEUMONT ELECTRIC and the Supplier are hereinafter, individually or collectively, referred to as the 'Party' or the 'Parties'.

Article 1 - Content of the Purchase Order

The 'Purchase Order' shall mean all the obligations agreed upon between JEUMONT ELECTRIC and the Supplier. The documents which are part of the Purchase Order, in addition to these General Terms and Conditions, are referenced in the special conditions (hereinafter referred to as 'the Special Conditions'), if such conditions exist. No document issued by the Supplier shall be binding unless it is expressly referenced in the Special Conditions.

Article 2 - Duty of Information

Prior to any agreement with JEUMONT ELECTRIC, it is the Supplier's duty to ensure that it has the necessary qualifications and to seek information on the needs of JEUMONT ELECTRIC, check the information in the documents transmitted by JEUMONT ELECTRIC, and suggest all modifications and/or additions it deems necessary to ensure the full performance of the contemplated Purchase Order, taking into account the technical specifications of the Supplier and its suitability to fulfill its purpose. The Supplier shall also notify to JEUMONT ELECTRIC the name of the person empowered to represent and act on the behalf of the Supplier in any circumstances during and/or for the good performance of the Purchase Order.

Article 3 - Placing of Order

Issuance of the Purchase Order by JEUMONT ELECTRIC shall be deemed to be the end of negotiations, during which the Parties have examined, discussed and agreed upon its content, in particular, but not limited to, the technical specifications and the commercial terms. In case of contradiction between the terms negotiated and the wording of the documents of the Purchase Order, the Supplier shall inform forthwith JEUMONT ELECTRIC of such contradiction and JEUMONT ELECTRIC shall proceed to the necessary correction. Otherwise, the Supplier shall send back the Acknowledgement of receipt, including the Purchase Order, duly initialed, dated and signed, no later than fifteen (15) calendar days after receipt of the Purchase Order. Signature on the Acknowledgement of Receipt shall mean approval of the Purchase Order as such. Any modification, alteration deviation or reserve made on or included in the Acknowledgement of Receipt by the Supplier shall be thus null and void. The Supplier undertakes to transmit to JEUMONT ELECTRIC, on its request, together with the necessary information, any quotation for potential modification in the content of the Acknowledgement of Receipt has not been returned within the time limit mentioned above, the performance and/or the delivery, in whole or in part, of the Supply, if accepted by JEUMONT ELECTRIC, shall mean the full acceptance of the Order by the Supplier. Any obligation on JEUMONT ELECTRIC or prejudice to any of its rights, that would be contained in delivery documents or any request for payment or any invoice from the Supplier, in particular but not limited to title retention clause, shall be null and void.

Article 4 - Modifications / Amendments

In the course of the performance of the Order, JEUMONT ELECTRIC may alter the technical specifications of the Order. The Supplier shall undertake all such modifications, provided that any possible consequences on the schedule and the price have been agreed upon between the Parties. Moreover, the Supplier undertakes to ensure the ability to comply with the Quality Assurance procedures, which are to be applied for the implementation of the Supply. To enable JEUMONT ELECTRIC to be constantly informed on the continuity of the conditions required for the approval of the Supplier, the Supplier shall: a) send each year to JEUMONT ELECTRIC, at the latest six months after the closing of its accounting books, the documents which are normally given to its own shareholders and which are also sent in three original copies to the attention of "Account Department" of the JEUMONT ELECTRIC entity which is responsible for the performance of the Order; b) send each year to JEUMONT ELECTRIC of any significant change that has occurred or may occur which should affect its legal, financial, technical, corporate and social organisation. If such significant change affects one of the items that has been taken into account to deliver the approval, JEUMONT ELECTRIC may decide that such change does not allow such approval to be maintained, the approval shall be withdrawn, independently from the Orders which are being performed. This Order can be terminated in accordance with Article 20§1 hereafter.

5-2 Throughout the performance of the Order, the Supplier is under the obligation to enable JEUMONT ELECTRIC and/or its customers and/or their representatives and/or the appropriate safety authorities to carry out surveillance and/or control over the complete performance of the Order by the Supplier, notably by giving full access to its facilities. The Supplier shall provide, upon request, to JEUMONT ELECTRIC all the information needed for the performance of the Order, in particular but not limited to information on its organisation, its financial situation and Quality Assurance.

Surveillance and control by JEUMONT ELECTRIC and/or its Customer and/or the appropriate safety authority shall in no event release the Supplier of any of its liability.

Article 6 - Price

The agreed price shall be deemed not to include V.A.T. (Value added Tax). Details of the price are defined in the Purchase Order and/or Special Conditions. When the price of the Order is revised, if the agreed indices cease to be published or have significantly changed during the performance of the Order, then the Parties will meet to determine, discuss and agree on new indices, as well as details pertaining to them like the base for example. Price revision will only apply to the period of the Order which is still in force. However, in the event of a delay in the performance for which the Supplier is liable and notwithstanding the application of liquidated damages for delay, the escalation formulas are applied for the effective delay, if they would lead to revised prices lower than those obtained when applying such formulas for the original contractual time schedule. Price revision is subject to separate invoicing or request for payment.

Article 7 - Invoicing

Request for payments or invoices shall be issued on the dates stipulated in the Special Conditions with respect to the corresponding milestones, as long as they have been reached. If a milestone has been postponed for reasons for which the Supplier is liable, the delayed payment shall not bear any interest. Such request for payment or invoice shall be issued in three original copies of the Order and bear all items required by law, together with any additional request mentioned in the Special Conditions. JEUMONT ELECTRIC has the right to reject, any request for payment or invoice without taking it into account in its accounting books, if the invoice does not comply with legal requirements or is sent earlier than agreed upon in the Order, or otherwise does not comply with any other condition of the Order, or if the payment or invoice is not accompanied by the necessary documents. If the Supplier does not send an invoice or a request of payment which does not comply with the Order or if its corresponding milestone has not been performed accordingly, then, JEUMONT ELECTRIC is entitled to reject further term of payment. Should JEUMONT ELECTRIC not return an erroneous request for payment or invoice, it shall not mean that such is accepted.

Article 8 - Terms of Payment

Payments shall be made by JEUMONT ELECTRIC sixty (60th) days after the first of the following term: the 10th, 20th or 30th of the month following the receipt of the request for payment or of the invoice, provided however that the Supplier has been performed or delivered in compliance with the provisions of the Order. Except otherwise stipulated in the Special Conditions, payments shall be made by bank transfer. Any amount that may be owed by the Supplier to JEUMONT ELECTRIC (such as but not limited to liquidated damages, negative price escalation, payment in connection with contractual warranty including warranty for conformity of the Supply) may be as of right set off with or credited against any payment to be made by JEUMONT ELECTRIC to the Supplier, as soon as the corresponding invoice has been sent to JEUMONT ELECTRIC. Prior to any assignment (notably within the frame of subrogation, delegation or factoring operation) of the debts the Supplier owns on JEUMONT ELECTRIC under the Order, it shall inform JEUMONT ELECTRIC of such assignment as well as the name of the assignee. The Supplier shall be responsible for re-assigning it, if the Supplier sends an invoice or a request of payment or invoice. The Supplier shall request the new beneficiary creditor to send personally the notification of debt assignment operation, whichever are its modalities, in the manner required by Law. Should payments be mistakenly made to the Supplier and whatever exception it may be entitled to oppose to the beneficiary of the operation, the Supplier also undertakes irrevocably to directly transfer the undue received sums to such third party at its own costs and to hold JEUMONT ELECTRIC harmless and indemnify it against any charge it may give to bear. Should the above procedure not be complied with by the Supplier, it shall hold JEUMONT ELECTRIC harmless and indemnify it against any adverse consequence of any error from itself or the new beneficiary creditor.

Article 9 - Time schedule

Penalty for late delivery or for not obtaining performances. The time schedule or the dates for performance, and where applicable the related documentation, are defined in the Special Conditions. Unless otherwise provided, time is of the essence and consequently, the time schedule or the dates stipulated in the Order are mandatory. Any mail or document, for which a party wishes a certified date to be given, must be sent to the addressee through certified mail with acknowledgement of receipt, or otherwise be sent by facsimile or e-mail, which receipt shall have to be confirmed in writing no later than 24 (twenty four) hours. Non compliance with an execution time for performance or a delivery date of the Supply will automatically trigger application of penalty. The weekly amount of such, unless otherwise stipulated in the Special Conditions of the Order, shall be equal to one per cent of the order amount and may not exceed ten per cent of the total amount of the Order. Such penalties, are not discharging and their application do not prejudice to any other right that JEUMONT ELECTRIC may have under the Purchase Order or at law, notably termination of the Order or request for additional damages. If the maximum amount of penalty for late performance and/or for not obtaining a technical performance attained, JEUMONT ELECTRIC reserves the right to terminate the order according to the terms set out in article 20.

Article 10 - Delivery

The Supplier undertakes to deliver the Supply to the place and on the date stipulated in the Special Conditions. Complete and compliant delivery of the Supply notably implies that all the documents required by the Purchase Order have been received. The sending of any document as well as packing (appropriate to the type of transport stipulated in the Order), loading and transportation (including administrative formalities) of any goods constituting part of the Supply shall be made at the Supplier's risks and expenses, unless otherwise stipulated in the Special Conditions. Prior to any expedition of the Supply, the Supplier shall send a written notice to the JEUMONT ELECTRIC entity which has issued the Order. Signature by JEUMONT ELECTRIC of any delivery document only means that JEUMONT ELECTRIC takes notice of the effective delivery and apparent good condition of the Supply. It does not mean however acknowledgement by JEUMONT ELECTRIC of the conformity of the Supply with the specifications in the Order. JEUMONT ELECTRIC reserves the right to notify the Supplier within the legal time schedule of any loss, damage, non-conformance of the Supply with the Order, as found later when unpacking or during further inspection. A delivery slip with Jeumont Electric reference number and date of the Purchase Order shall be attached to any shipment. In case the delivery provides a destination other than the billing site, a third slip shall be sent to the billing address. Failure to comply with the above may result in a delay in the payment of the Supply without liability for JEUMONT ELECTRIC.

JEUMONT ELECTRIC may under certain conditions delay the delivery of the Supply as provided in the Purchase Order on in the Special Conditions for a period up to six months. This storage shall be made at the sole risk of the Supplier and shall be free of charge for JEUMONT ELECTRIC. Beyond this period of six months the Supplier shall have the right to charge a reasonable fee to JEUMONT ELECTRIC for the storage.

Article 11 - Acceptance

The procedure of acceptance consists of all the operations by which JEUMONT ELECTRIC checks visual conformance of the Supply with the specifications of the Order. When such acceptance has been stipulated in the Order, the Special Conditions define the conditions and modalities of the proceedings (Provisional Acceptance – Final Acceptance). When the Supplier has been invited to attend acceptance proceedings, whether on the due date or with a two working day-prior notice, acceptance is deemed to have occurred after full argument on both sides. The Supplier does not relieve the Supplier from its liability arising under the contract and especially the warranty clause. On the acceptance certificate issued according to the Specific Conditions, JEUMONT ELECTRIC lists, if any, the reserves on the Supply and sends them to the Supplier. When such reserves are made, the Supplier shall promptly take the necessary steps to correct the corresponding error or defects within the delay mentioned by JEUMONT ELECTRIC or imposed by its Customer. Any reserve that prevents JEUMONT ELECTRIC from using the Supply under the conditions or with the performance specified in the Order is considered as a major reserve and entitles JEUMONT ELECTRIC to suspend any payment of the Order. If, after remedial action by the Supplier and a second round of acceptance proceedings, such reservation is not withdrawn, then JEUMONT ELECTRIC has the right to refuse to take possession of, or reject the Supply, as per Article 12 hereafter. Any and all direct or indirect charges in connection with such non-acceptance of the Supply, and with the withdrawal of reservations, shall be fully and exclusively borne by the Supplier.

Article 12 - Refusal or Rejection of the Supply

Non-conformance of the Supply to the specifications of the Order may entitle JEUMONT ELECTRIC to refuse or reject such supply, without prejudice to JEUMONT ELECTRIC's right to claim penalties. Any Supply which has been definitely refused or rejected must be taken back by the Supplier within eight (8) days after such refusal or rejection has been notified in written. The corresponding amounts paid by JEUMONT ELECTRIC shall be reimbursed forthwith, without prejudice to JEUMONT ELECTRIC's right to terminate the whole Order. Any direct or indirect charges in connection with such refusal or rejection shall be fully and exclusively borne by the Supplier.

Article 13 - Transfer of Title and Transfer of Risks

Transfer of risks in connection with the Supply occur upon signature by JEUMONT ELECTRIC of the acceptance certificate at the premises of JEUMONT ELECTRIC, under the conditions mentioned above. However, in the event of a major reserve as defined under Article 11, such transfer of risks are delayed until it is withdrawn. Such delay does not prevent JEUMONT ELECTRIC, in the meantime, from performing or using the Supply. When no acceptance procedure has been stipulated, transfer of title and risks occur upon delivery of the Supply. Such transfers do not affect legally or materially any obligations of the Supplier pursuant to the Order. Any title retention clause shall be deemed to be null and void. Transfer of title shall pass to JEUMONT ELECTRIC as work progress and the Seller shall separate the Supply from other its other goods.

Article 14 - Warranties

The Supply must be performed and delivered according to the prevailing state-of-art and complete in conformity with the requirements and the specifications of the Order. The Supplier warrants compliance of the Supply to such requirements and specifications for the duration stipulated in the Special Conditions; or in case of silence of the provision in the Special Conditions, for two (2) year as from issuance of the acceptance certificate; or if acceptance has not occurred, for two (2) year after its delivery date; or also in the event of non major reserve, for two (2) year from withdrawal of such reserve. As soon as a non-conformance or a defect is found or revealed in the Supply, JEUMONT ELECTRIC shall provide reasonable written notice to the Supplier, indicating thereby the nature of the non-conformance or the defect. Under the warranty obligation, the Supplier shall, at its own costs, promptly, and in any case no later than the date stipulated by JEUMONT ELECTRIC, repair, replace, modify, as necessary, to obtain or maintain the features, performance, results and fitness for purpose warranted to JEUMONT ELECTRIC. Such repair, replacement and replacement of the Supply could be either made at the premises of JEUMONT ELECTRIC or at the final Customer site (worldwide) (hereinafter referred to as the "Site"), or at the Supplier's premises, under JEUMONT ELECTRIC option. If it appears necessary to proceed to such operation outside the Site or at the Supplier's premises, then, the repatriation of the Supply and its re-installation on Site as well as the risks attached thereto shall be fully borne by the Supplier. JEUMONT ELECTRIC reserves the right to choose the appropriate modality of transport with respect to its constraints. Any costs and expenses arising out or connected with the operation of modification, replacement or repair of the Supply as per this Article (including but not limited to manpower, engineering costs of JEUMONT ELECTRIC, packing, transport and customs), shall be fully and exclusively borne by the Supplier. JEUMONT ELECTRIC has the right to charge to the Supplier any amount that has been caused directly or indirectly by the Supplier's remedial action. If eight days after a formal notice has been sent, the Supplier refuses or is not able to remedy the non-conformance or defect within the time schedule mentioned above, JEUMONT ELECTRIC has the right to perform or have a third party perform the necessary remedial actions at the Supplier's risks and expenses. The Supplier shall also in such case continue to warrant the Supply according to the initial conditions. When a replacement, repair or modification of part of the Supply has been performed, the Supply or such part shall be re-warranted under the same conditions as described in the present General Terms and Conditions and/or in the Specific Conditions, for an additional period equal to the original warranty period as from the date of acceptance of the replaced, repaired or modified Supply. If an key element of the Supply is repaired or replaced during the warranty period, the warranty will be renewed for the entire Supply. Beyond this warranty period and whatever the object of the Supply or the specifications of the Order, the Supplier shall remain liable for any latent defect, under the same conditions as above. It is understood that "latent defect" shall also include any defect which was visible at the time of delivery or acceptance but which potential adverse consequences could not be evaluated at that time. None of the above provisions shall be considered as restricting any of JEUMONT ELECTRIC's (or its customer's) rights and remedies at law.

Article 15 - Intellectual Property Rights and Know-How

Warranty shall not infringe any pre-existing intellectual property rights or technology. Consequently, the Supplier undertakes to hold JEUMONT ELECTRIC harmless against any claim or action by the beneficiary (third Party or Supplier's employee) of any proprietary right arising out of or in connection with the performance or the use of the Supply, and shall indemnify JEUMONT ELECTRIC against any charge, cost or indemnity it may have to pay as a consequence thereof.

Moreover, should such claim or action be successful, the Supplier shall be responsible for obtaining from such third party without any cost to JEUMONT ELECTRIC, an assignment, a license or sub-licenses of the concerned proprietary right and/or paying the corresponding fees or royalties, in order to ensure compliance with the Order and peaceable use of the Supply. If such rights cannot be obtained despite the Supplier's best efforts, and after the written consent of JEUMONT ELECTRIC, the Supplier shall modify the Supply so that it no longer infringes any proprietary rights. In case, this solution is not either accepted by JEUMONT ELECTRIC or is not possible, the Supplier shall be held liable for the infringement as stipulated in the Specific Conditions. JEUMONT ELECTRIC acquires ownership of the documents (including but not limited to plan, drawing, technical specification, documents and results generated during or for the purpose of the Order), whatever their nature or support, which have been produced and/or issued pursuant to the Order, immediately upon their production or issuance. Consequently, JEUMONT ELECTRIC has an exclusive basis all rights on these documents and shall be entitled, in particular but not exclusively, to disclose, copy, use, update, modify them or transfer their title. The Supplier grants to JEUMONT ELECTRIC a right of use, free of charge, on a non exclusive and world wide basis for intellectual property rights and know-how used for or generated pursuant to the Order and necessary for the use or maintenance of the Supply as described by JEUMONT ELECTRIC. JEUMONT ELECTRIC shall be entitled to disclose them, have them copyrighted or patented as the case may be (and if the Supplier renounces to such rights), as well as rights to copy, use, update, modify or assign them for the purpose of its corporate activities.

Article 16 - Confidentiality

Unless otherwise authorised by JEUMONT ELECTRIC, with its prior written consent, all information, whether transmitted orally or in written on whatever support, of whichever nature (notably but not exclusively related to JEUMONT ELECTRIC, its subsidiaries, their technology, finance, business) which are part of the Order or provided for its purpose or any amendment thereto, as well as any documents expressly submitted to restricted disclosure by JEUMONT ELECTRIC shall not be disclosed, copied, used, updated, modified or have title on them transferred, and shall only be used for the purpose of the Order. Consequently, the Supplier agrees to take all the necessary steps to ensure compliance by its employees and third parties' deals with, with such confidentiality obligation. In addition, the Supplier undertakes to return to JEUMONT ELECTRIC, upon first demand, any document transmitted.

Any and all obligations of confidentiality shall nonetheless survive any termination and/or expiration of this Agreement unless otherwise agreed between the Parties in writing.

Article 17 - Force Majeure

An event of Force Majeure shall mean any event independent from the Party claiming such, which is beyond the control and irresistible, and which prevents such Party from fulfilling any of its obligations. As soon as such event of Force Majeure occurs, the affected Party shall take all steps to mitigate the consequences thereof and notify it to the other Party through registered mail, return receipt requested. In so doing, the affected Party shall detail such event of Force Majeure, its potential consequences and the steps such Party has already taken. The extension of delay shall be at least equal to the duration of the non-conformance caused by the event of Force Majeure. In the event of Force Majeure, the Supplier shall be held liable for the event of Force Majeure extends beyond 60 (sixty) days after its notification to the Party affected by Force Majeure. JEUMONT ELECTRIC may terminate the Purchase Order in whole or in part as per Article 20 § 2 alinea 1 below, without any damages for the Supplier whatsoever.

Article 18 - Liabilities - Insurance

18-1 The Supplier shall be liable, as provided by law, for any bodily injury, damage, loss of property and/or consequential damages, resulting from a bodily injury damage or damage to property that may cause to JEUMONT ELECTRIC and/or to third parties, caused by its own fault, its agents, employees, sub-contractors, suppliers, arising out of or in connection with the Purchase Order.

18-2 The Supplier shall subscribe and have in effect the necessary insurance policies, or maintain such, for a sufficient amount in order to cover any liability arising out of or in connection with the Purchase Order. The above-mentioned insurance policies shall be taken out with well known creditworthy insurance companies, and the Supplier shall provide evidence of such insurance policies, upon first request from JEUMONT ELECTRIC. Subscription or not of the above-mentioned insurance policies does not in any case relieve the Supplier from its liabilities arising out of or in connection with the Purchase Order. Any failure to provide such evidence shall be construed as a material breach of the Purchase Order.

Article 19 - Transfer - Assignment

The Supplier shall not transfer or assign its contractual obligations. Therefore, it cannot transfer or assign any of its obligations, notably in case of transfer resulting from merger or assets acquisition, to a third party without the prior express written consent of JEUMONT ELECTRIC. Should the Supplier breach such provision, JEUMONT ELECTRIC may terminate the Purchase Order forthwith. If JEUMONT ELECTRIC gives its consent to the transfer or the assignment of any obligation under the Purchase Order, the Supplier shall guarantee and remain liable for the obligations of the Supplier under the Order. When JEUMONT ELECTRIC consents to such transfer or assignment of obligations, an amendment to the Purchase Order shall be issued. The Supplier shall inform JEUMONT ELECTRIC of its intention to subcontract part of or all the Purchase Order and indicate the name of the contemplated subcontractor(s), for approval by JEUMONT ELECTRIC. JEUMONT ELECTRIC may reject at its option any proposed subcontractor.

Nevertheless, even in case of authorised sub-contracting, the Supplier shall remain fully responsible for the performance of the complete Purchase Order shall direct its sub-contractor to abide by the terms of this Purchase Order. Jeumont Electric in certain circumstances reserves its right to impose a subcontractor to the Supplier.

Article 20 - Termination - Cancellation

In the event of failure by the Supplier to perform any of its obligations, pursuant to the Purchase Order whether in whole or in part, such as but not limited to, because of bankruptcy, JEUMONT ELECTRIC may terminate or cancel the Purchase Order through registered mail, with acknowledgement of receipt, 15 days after notification of such non-performance and after no remedy to such failure has been brought, without prejudice for JEUMONT ELECTRIC to claim penalties or damages from the Supplier as a compensation for the damage caused to it. Besides, JEUMONT ELECTRIC is also entitled, at any time, to terminate for its convenience Purchase Order in whole or in part, upon a 15 days prior written notice to the Supplier through registered mail with acknowledgement of receipt, for the two following causes, (it is reminded that as from receipt of the termination notification, the Supplier shall not order any components of the Supply):

- In case of termination, suspension, non-renewal of its main contract by its Customer. In such a case the Supplier shall be entitled to payment for any completed items of the Supply and any direct and irrevocable costs already incurred, at the date of termination, upon due substantiation of such costs. The Supplier shall not be entitled to any indemnification whatsoever.

- At its sole option, JEUMONT ELECTRIC shall terminate the Purchase Order, and shall then turn to the Supplier any completed items of the Supply and any direct and irrevocable costs already incurred, at the date of termination, upon due substantiation of such costs. In such case, the Supplier shall be entitled to the payment of a termination fee not exceeding a maximum aggregate amount of 5% (five percent) of the price of the remaining part of the Purchase Order to be performed, to the exclusion of any other damages whatsoever.

Article 21 - Settlements of Disputes

The Parties shall make all their every effort to settle amicably any dispute, controversy or claim arising out of or in relation to the Purchase Order. If the Parties cannot reach to settle amicably their dispute within 30 days of a written notification by the relevant Party, then such dispute, controversy or claim shall be exclusively and finally settled by arbitration under the Rules of arbitration of the International Chamber of Commerce of Paris by three (3) arbitrators appointed in accordance with the said rules. The arbitration shall take place in English and in equity. The place of the Arbitration proceedings shall be Geneva (Switzerland) and the language of the arbitration shall be English. The decision of the Arbitration Court shall be final and binding over the Parties. Both Parties waive their rights of immunity they shall have under their national law.

Article 22 - Applicable Law

The Purchase Order shall be construed and governed by the Laws of France.

Article 23 - Language

English shall be the official language of this Purchase Order. Unless otherwise stated in this Purchase Order, all correspondence, notice, information or documentation exchanged concerning the Order that are submitted between both Parties shall be written in the English language. Any meeting between the Parties shall be held in English except otherwise agreed.

TERMS & CONDITIONS OF PURCHASE JEUMONT Electric – oct.2014

Article 24- References and intellectual property

The name and the trade mark JEUMONT ELECTRIC and its logos are the exclusive ownership of JEUMONT ELECTRIC. The Supplier shall not use them notably as references or for advert without the prior written consent of JEUMONT ELECTRIC.

Article 25- Waiver

Any Party's failure to require performance by the other Party of any provision of this Purchase Order shall not be construed as waiving any subsequent breach of such or other provision.

Article 26- Captions

The captions contained in this Purchase Order are solely for purposes of identification and convenient reference and shall in no way affect, alter or vary the meaning, construction or interpretation hereof or thereof.

Article 27- Severability

All provisions of this Purchase Order are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Purchase Order shall remain valid, enforceable, and binding.