

PREAMBLE

These General Terms and Conditions of Purchase ("T&Cs"), including this preamble, apply to the purchase of any equipment, items, products, components, and any services relating thereto ("Supplies"), by ERAMET SA or its designated subsidiaries ("Customer") from any sellers ("Suppliers"). These T&Cs take precedence over any Conditions of Sale that the Supplier may have, of any kind or form, even when said Conditions of Sale are referred to in the acknowledgement of receipt to the Customer. They may be waived only by a written statement, approved by the Parties and included in the Special Terms and Conditions set out in the Order, which shall be valid only for the Order in question. In the event of a contradiction between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail over the General Terms and Conditions. If the Supplier fills the Order without first expressly notifying the Customer that it does not agree to the T&Cs, the contract thus formed shall be performed pursuant solely to the T&Cs.

Under the terms of these T&Cs, the Supplier is a professional seller in its field and is perfectly aware of the Customer's constraints, particularly in terms of quality, location, cost, and lead times. The Supplier, in its capacity as a professional in its trade, shall confirm the consistency of the Customer's requests and advise it with regard to the Order's appropriateness given the Customer's aims. In addition, whenever information is ambiguous, the Supplier shall ask the Customer for specifications and/or clarifications to ensure there is no error or omission that might cause incorrect or incomplete performance of the Order, and shall make any comments it deems necessary regarding the documents sent by the Customer. Otherwise, the Supplier will not be entitled to state any claims or invoke any qualifications or exceptions.

Article 1 – PLANS AND DOCUMENTS

The technical drawings and documents to be provided by the Supplier within the agreed lead times are indicated in the Order, of which they are an integral part. As a result, the Customer may make use of them freely to ensure the commissioning, maintenance, repair, or replacement of the Supplies.

Article 2 – ACCEPTANCE AND MODIFICATION OF THE ORDER

An Order is considered accepted [if the Supplier sends] the Customer acknowledgement of receipt [of the Order] within five (5) business days [of receiving it].

By beginning to fill an Order, the Supplier indicates its pure and simple agreement to the Customer's General and Special Conditions. This provision does not exempt the Supplier from promptly returning the duly signed acknowledgment of receipt to the Customer. The Customer shall not be bound if performance begins before it has signed an Order.

The Customer reserves the right to modify the Order at any time before delivery. Any modification made to an Order must be subject to an amendment accepted by the Supplier under the same conditions as stipulated above. The Supplier may not make any changes of any kind to the Supplies ordered by the Customer without the Customer's prior written consent. In this regard, the parties expressly prohibit application of French Civil Code Article 1195 to their contractual relations. Any corrections the Supplier is asked to make so the Supplies conform to the standards, industry practices, and/or rules applicable to the Order cannot under any circumstances be considered changes.

Article 3 – SUB-CONTRACTING – INTUITU PERSONAE

Subject to the Order being cancelled, the Supplier may not assign and/or transfer an Order, in whole or in part, to any third-party, including a subcontractor, without the Customer's prior written consent.

The Supplier must obtain the Customer's prior approval of its subcontractors, unless the Supplier selects its subcontractors from those indicated in the Order as being designated and/or approved by the Customer.

The Supplier retains full liability for its Supply, and in particular for the progress of its subcontracted orders. The Supplier shall take all necessary measures to ensure that the Customer may at any time have access to the workshops and facilities of the subcontractors.

Article 4 – DEADLINES

Regardless of the Order's subject and the foreseen use, the contractual dates and time periods set out in the Order are imperative and constitute key terms of the Order. If it is foreseeable that the contractual dates and/or time periods will be exceeded, the Supplier must immediately inform the Customer in writing of the extent of and reasons for the delay. The Supplier shall then take all necessary measures to avoid or, failing avoidance, to minimize such delay and any effects it may have, including by using a faster method of transportation. The Supplier shall also assume all additional costs caused by such acceleration measures. The Customer reserves the right to then take all measures it deems useful to protect its interests, including cancelling the Order as provided in Article 15 herein.

Article 5 – PRICE – PENALTIES

5.1 PRICE

The prices indicated on Orders are fixed and cannot be changed. They include all packaging costs, as well as all taxes (excluding VAT, and the TSS [solidarity tax on services] in New Caledonia), contributions, transport costs and insurance up until delivery, in accordance with the Incoterm indicated in the Order.

5.2 PENALTIES

The Supplier's failure to meet the contractual dates of an Order may give rise to application of a penalty, the amount of which is set out in the Order's special terms and conditions. If there is no indication in the special terms and conditions, the penalties shall equal 0.5% of the Order's pre-tax amount per day of delay.

It is hereby agreed that the penalties shall become payable when the Customer gives simple notice, without prior notice; shall be the subject of a summary (monthly in the case of recurrent services) sent by the Customer; and shall either be billed for payment by the Supplier within thirty (30) calendar days of receipt of [such] invoice or shall be deducted from the [Supplier's] next invoice.

In any event, as the penalties constitute a fine, they do not deprive the Customer of the right to demand compensation for any losses it suffers, and do not release the Supplier from its obligations. The award of penalties to the Customer does not under any circumstances deprive it of the right to cancel an Order according to the terms of Article 15 below.

Article 6 – INVOICING – PAYMENT TERMS

6.1. BILLING

Invoices indicating the type, rate and amount of taxes shall be issued for each payment period, in accordance with the terms and conditions of the related Order. In the event that only one invoice is issued, it shall be issued after the Supplies as defined in the Order have been delivered and the Customer has delivered an unqualified acceptance.

6.2 PAYMENT TERMS

Orders shall specify the amount of the agreed payment periods and the related conditions. Payment shall be due and payable once the Customer has approved the invoice, provided the corresponding conditions set out in the Order have been completely satisfied. Payment of due and payable invoices shall be made by bank transfer by the deadline set out in the Order, or by the 15th of the month that falls thirty (30) calendar days after the end of the month in which the invoice was issued.

Invoices shall be issued in the order of the [payment] periods provided in the Order, unless the Customer agrees otherwise in writing.

In the case of late payment of invoices that have been confirmed to comply with the Order's terms and conditions, late-payment penalties may be payable as of the day following the payment date indicated on the invoice, and no reminder shall be necessary. In such case, the interest rate [applicable to] late-payment penalties shall be three (3) times the legal interest rate applicable in France. In addition, if payment is late, the Customer is owed EUR 40 *ipso jure*, as lump-sum compensation to cover collection costs. The Customer shall be entitled to offset any receivables it may hold over the Supplier, including delayed-performance or late-payment penalties, against any debts it may owe the Supplier for any reason.

The Customer reserves the right to postpone or withhold its payments as long as the conditions of the payment periods have not been satisfied.

6.3. RETENTION MONEY

At the time of Provisional Acceptance or Single Acceptance, the Customer may withhold a financial guarantee, which shall be payable at the end of the contractual warranty period set out in the Order, provided the Supplier has fulfilled all its obligations under the Order. The financial guarantee thus withheld may be paid upon Provisional Acceptance if the Supplier so requests and in exchange [provides], at its cost, a bank guarantee in an equivalent amount that complies with the terms of paragraph 6.4 and is valid until the Final Acceptance date.

6.4. BANK GUARANTEES

At the Customer's request before the Order enters into force, the Supplier shall provide, at its cost, a first-demand bank guarantee that covers any initial advance payments or [other] advances granted by the Customer and is valid, respectively, until the Supplies are accepted or until they are repaid or deducted from invoices.

Whether or not payment is made in installments, the Customer may also ask for a performance bond [to cover an] Order, subject to the terms set out above and valid until the date of Provisional Acceptance or Final Acceptance.

If the Customer makes such a request while performance pursuant to the Order is under way, such bond may be obtained according to the same terms, but the Customer shall pay the costs.

The guarantees referred to in paragraphs 6.3 and 6.4 above shall be delivered by a first-rate banking institution acceptable to the Customer, shall include an express waiver of all rights to dispute it for any reason, and shall be enforceable on first demand, unconditional, and irrevocable. Each guarantee shall be enforceable in full or in part, and [it must be possible to extend each guarantee's term], at the Customer's request, from the expiration date to the date the contractual warranty period ends. If applicable, the Supplier shall, at its cost, extend [the term] of a bank guarantee, keeping the same terms as in the original bank guarantee.

Article 7 – QUALITY CONTROL

In accordance with its obligations under the Order and applicable regulations, the Supplier shall perform its Supply-related services under the best quality conditions, according to the applicable ISO 9001 standard.

- Once an Order has been placed, the Supplier shall:
 - - on the dates set out in the Order, submit to the Customer for its approval the quality assurance, inspection, and quality control plans, as well as the inspection and testing procedures;
 - - indicate to the Customer the exact locations and schedule for the manufacture of the Supplies, as well as the inspection and acceptance dates, if applicable. The Customer shall be immediately notified of any change or modification to such contractual information.
- allow the Customer or a third party appointed for this purpose by the Customer, to inspect or control, on the Supplier's and/or its subcontractors' premises and subject to reasonable notice, the Supplies, the progress, the correct performance, the methods used for performing the Order, and the Supplier's quality systems.

The Supplier is liable for all costs related to:

- chemical analyses, destructive and non-destructive testing, hydraulic trials, tests, and acceptance tests performed in accordance with the Order;
- approval of the personnel performing [the Order];
- (if applicable) the trials and files required by the Mining Service or any other official or approved agency that should be aware of the equipment and/or services covered by the Order.

Each Party shall assume the costs it incurs in connection with an inspection. However, the Customer reserves the right to allocate to the Supplier its inspectors' travel and lodging costs if a trip turns out to be fruitless (equipment incorrectly indicated to be "ready and compliant" by the Supplier, incomplete quantities presented, defective equipment requiring an additional trip, etc.).

Control, inspection, and acceptance operations do not in any way reduce the Supplier's contractual liability, in particular with regard to the extent of its own controls. Such operations do not constitute approval of the Supplies and do not prejudice the Customer's right to refuse any or all of the Supplies upon delivery.

Article 8 – DELIVERY, PACKAGING, TRANSFER OF OWNERSHIP

The Supplies are sold pursuant to the Incoterm (latest ICC edition) indicated in the Order.

8.1. SHIPPING

Prior to delivery, the Supplier must verify that the Supplies comply with the Order's specifications, in particular regarding quantities, quality, weight and dimensions, and make sure there is no damage to the Supplies or their packaging.

The Supplier shall not ship the Supplies until they have been accepted as compliant with the terms of the Order where factory acceptance is provided for and, if applicable, upon receiving an order to ship from the Customer. If the Supplies are shipped without the Customer having had the opportunity to carry out acceptance [procedures], the Supplies may be returned to the Supplier at its cost, or the Supplier may be charged for the cost of the acceptance procedures carried out at the destination by the Customer or its agent. In such case, the Supplier shall be solely liable for the return-shipping costs for rejected Supplies and the shipping costs for those delivered as a replacement.

At its cost, and by the deadline provided in the Order or upon shipping any or all of the Supplies, the Supplier shall draw up and deliver to the Customer the various shipping documents required, in particular, for export customs clearance and/or in the destination countries, and if applicable, shall obtain the necessary authorizations. A list of such documents and instructions for distributing them shall, if applicable, be provided by the Customer, its transportation broker, or its forwarding agent.

The Supplier shall specify the net weight of the Supplies and the gross weight (including packaging) per apparatus or group of apparatuses, as well as the approximate dimensions of the package.

8.2. PROTECTION – PACKAGING – MARKING

Packaging, protective components and markings shall be prepared in accordance with the regulations in force and the usual standards for industrial packers, and subject to the Supplier's liability.

Supplies shall be shipped with sufficient protection and packaging to ensure they suffer no damage during shipping and storage.

Even when Supplies are purchased "ex-works," the Customer may refuse to accept them upon delivery if the packaging has clearly not been prepared correctly. The Supplier shall be liable for all direct or indirect consequences of any defective, inadequate, or inappropriate protection, packaging or marking of the Supplies.

8.3 DANGEROUS SUPPLIES

For all supplies considered dangerous per national and international regulations, the Supplier shall, of its own initiative, give the Customer a certificate of the regulatory model that makes it possible to classify such Supply in the nomenclature concerned.

8.4 TRANSFER OF RISKS AND OWNERSHIP

The transfer of risks shall occur upon delivery according to the applicable Incoterm indicated in the Order.

Unless otherwise provided in the Order, the payment of advance payments transfers ownership to the Customer of the Supplies or their components (including the equipment, products, drawings, documents, and information of any kind to be delivered to the Customer by the Supplier in performance of the Order) as soon as they have been supplied, used, manufactured, assembled, produced, installed, or established. The Supplier shall impose [an equivalent] obligation to transfer ownership to it in the case of subcontracting.

The Customer shall not agree to any ownership clause that is directly or indirectly designed to subordinate, in any way, the transfer of ownership of the Supplies to payment of any or all of the price.

Any exception to this rule may result only from a prior explicit and written agreement between the Parties.

Article 9 – ACCEPTANCE OF SUPPLIES

9.1. All deliveries of Supplies and/or associated services are subject to acceptance by the Customer. This formality, which is distinct from the inspections performed during the performance of the Order, consists either of factory acceptance followed by provisional acceptance and final acceptance, or by a single acceptance if the Order does not specify. Acceptance may be declared at the Supplier's premises prior to shipping, at the Customer's premises upon delivery of the Supplies or on commissioning of the equipment after satisfactory testing, or at any other location agreed by the Parties.

9.2. The purpose of provisional or single acceptance is to verify the overall compliance of the Supplies (quantity, quality, performance, etc.) with the terms of the Order. This implies the advance provision to the Customer of the documents provided for in the Order (technical drawings and documents, list of spare parts, etc.). Unless otherwise specified in the Order, provisional or single acceptance marks the start of the contractual manufacturer's warranty. Final acceptance, if provided for in the Order, implies that any punch list created at the time of factory and/or provisional acceptance has been cleared and all of the Supplies' defects or nonconformities have been corrected, but does not relieve the Supplier of its legal liability.

Each such acceptance is generally written up in a report signed by the Customer or its representative, and the Supplier.

9.3 Specific case for an Order of raw materials

Operations to analyze, weigh, and determine the components of the [materials] shall be conducted in the Supplier's facilities at the time of shipping. The net values thus determined shall be used for invoicing, without prejudice to any later objection by the Customer upon delivery of the raw materials to the Customer's site or the location indicated in the Order. The Customer may ask to be represented at the above mentioned operations.

Any objection relating to the weight, specifications, or content of the raw materials in each delivery may be made within 50 calendar days of acceptance of the Products or raw materials. The disputed delivery shall be subject to inspection on the Customer's premises in the presence of the Supplier's representatives, or of its duly authorized representative if the Supplier so requests in writing. The costs occasioned by such inspection in the presence of both Parties shall be borne by the Customer if its complaint is unfounded, and by the Supplier if the complaint is founded.

If a delivery is acknowledged to be non-compliant after such inspection, the Customer may ask for the agreed price to be recalculated, or for the replacement, weight for weight, carriage paid, of the non-compliant Products, regardless of whether they have been consumed and without prejudice to any compensation for losses suffered by the Customer. The non-compliant [materials] shall remain in the Supplier's custody and under its liability until retrieved.

9.4 In the event of a non-compliance of the Supplies with any of the provisions of the Order, the Customer reserves the right to:

- ask for the Supplies to be repaired as soon as possible;
- demand replacement with new Supplies; or
- cancel the Order pursuant to Article 15 below.

The Supplier shall bring the Supplies into compliance, replace them, or remove them at its sole expense and risk. The Supplier shall be liable for all additional costs incurred by the Customer to remove, reinstall, and transport the non-compliant Supplies and the replacement Supplies between the Customer's site and the site of the Supplier or its subcontractors, as well as for the additional quality controls and, if applicable, any consultancy fees.

9.5 The foregoing provisions do not affect the application to the Supplier of any other penalties provided for in the Order, and in particular the penalties that apply in the case of delay.

Article 10 – WARRANTIES

The Supplier warrants that the delivered Supplies comply with the Order's terms and specifications, industry practice, and all legal obligations and standards in force.

The Supplier warrants the Supplies' stability and operation during the legal warranty period which, unless specifically provided otherwise in the Order, cannot be less than twelve months from the Customer-approved provisional or single acceptance of the Supplies, and/or the Supplies' effective commissioning if provided for in the Order.

The Supplier shall also be bound by the terms and conditions of any performance guarantees set out in the Special Terms and Conditions of the Order.

Without prejudice to the previous provisions, the Supplier is bound by the legal warranty against non-compliance and latent defects.

If the Supplier fails to perform under such warranties, the Customer reserves the right to postpone payment of the payment periods related to the progress on performing the Order or the state of completion status of the Supplies, as well as to perform, or cause to be performed by the third party of its choice, all work to repair or modify the defective equipment, at the sole cost and risk of the defaulting Supplier, without prejudice to any damages or the cancellation of the Order in accordance with Article 15 below, and without the Supplier's warranties being affected. All expenses or costs incurred to implement the warranties, and in particular parts, labor, replacement, removal, transportation, travel, lodging, taxes, upgrading, and documentation, shall be borne by the Supplier.

For a period of at least ten years from delivery, the Supplier shall guarantee the supply of all spare parts that may be required for the smooth operation of the delivered Supplies, at a price that shall not be more than 10% higher than the prices charged by competitors for similar parts of equivalent quality delivered in equivalent time frames.

Everything replaced or repaired under the above warranties shall be covered by new warranties of the same type and length as the initial warranties, starting from the delivery, repair, or replacement of the part concerned.

Article 11 – LIABILITY – INSURANCE

11.1. LIABILITY

In addition to its obligation to produce specific results, the Supplier is bound by a general obligation to advise and inform for any matter relating directly or indirectly to the performance of the Order.

The Supplier is liable, regardless of the reason, for any loss or damage caused by the Supplies or, if they are in the process of being manufactured, their identifiable components, as well as all damage caused by such Supplies or components, until [either]:

- the [Supplies or components reach the] place of delivery, determining where the risks are transferred according to the Incoterms indicated in the Order; or
- the date the provisional or single Acceptance Report is signed by the Customer when the Supplier remains custodian of the Supplies for assembly, trials, or any action on the Supplies before or during the contractual warranty period until final acceptance by the Customer.

More broadly, the Supplier is liable under the terms of general law for harm of any kind the Customer, its agents, employees or third parties may suffer, and any damage to their property, in connection with performance of the Order. The Supplier expressly acknowledges that no limit of liability is accepted.

11.2. INSURANCE

The Supplier declares that it has insurance policies, purchased from insurance companies known to be solvent, that cover the financial consequences of its liability or that of its employees or contractors for direct and indirect harm they may cause to the Customer and/or its facilities, furniture, equipment, personnel, or to third parties in performing the Order.

Depending on the type of Supplies it purchases, the Customer reserves the right to include, in the Special Terms and Conditions, more restrictive provisions related to the coverage offered by the Supplier's insurance policies.

Before performance under an Order begins, the Supplier shall provide the Customer with proof of the coverage contained in such policies by giving it insurance certificates. The Supplier shall prove that the insurance policies are valid and provide a certificate of payment of the related premiums within three (3) calendar days of the Customer's request. The insurance policies, their [provisions], and their financial limits shall not be construed as replacing or limiting the Supplier's liability.

Article 12 – INTELLECTUAL PROPERTY, CONFIDENTIALITY

With the sole exception of the methods and expertise specific to the Supplier, the Customer shall become the owner, as they are produced, of any documents, deliverables, dossiers, reports, drawings, and more broadly, any items created by the Supplier as part of the Order, regardless of the form, media, or means of writing.

In this regard, the Supplier shall transfer to the Customer, exclusively and at no cost, all the use, representation, reproduction and adaptation rights over all the documents created pursuant to the Order, as well as all the intellectual property rights. Such assignment of the rights, which covers all areas, including the internet, shall be effective for the full term of the protection of the rights according to applicable law, and in particular the provisions of the French Intellectual and Industrial Property Code.

The Supplier shall hold the Customer harmless against any complaint or action by the beneficiary of any industrial or intellectual property right, and in particular a patent, brand, design, model, etc., during the production or the use of the Supplies that are the subject of the Order, for the full term of such rights.

The Supplier shall compensate the Customer for any costs and damages entailed by a judgment against it for infringement, including fees for legal representation and advice on patent law, compensation for infringement, costs for the replacement or modification intended to remove the infringement, and damages for interrupted use of the infringing Supplies.

Both Parties shall refrain from disclosing to a third party, without the other Party's prior written consent, any or all of the information gathered in connection with the performance of the Order. The Supplier may not broadcast or in any way advertise the fact that it is providing Supplies for the Order without the Customer's prior written consent.

Article 13 – HEALTH, SAFETY, SECURITY, ENVIRONMENT, AND ETHICS

13.1 The Supplier shall supply materials, products, items or equipment, and any related services that comply strictly with the occupational health and safety standards and environmental regulations that apply at every stage of design, manufacture, transport and delivery and implementation. The Supplier shall fill the Order in accordance with the principles set out in ERAMET's Responsible Purchasing Charter (hereinafter the "Charter"), the latest version of which is available at: <http://www.eramet.com/nos-engagements/notre-politique-globale>.

The Customer reserves the right to verify, through audits or evaluations, that the Supplier is complying with the Charter's provisions. The Customer reserves the right to terminate any or all of its contracts with the Supplier for default if the Supplier is unable to comply with any of the Charter's principles or requirements or refuses to implement the Charter, [and the Supplier shall not be entitled to any compensation].

13.2 The Supplier certifies that all Supplies offered to the Customer comply with the regulations in the country in which the Customer is based. The Supplier shall communicate to the Customer all the mandatory information regarding the substances contained in or composing the supplied products that may be required for the Customer and the Supplier to comply with environmental legislation, as well as any relevant information regarding security, safety, and the environment related to the commissioning, transformation, handling, use and storage of the materials, Supplies or equipment concerned by the Order. For this purpose, the Supplier shall inform the Customer of any specific constraints the designated place of delivery may have (layout, activities, transport, traffic and travel). The Supplier guarantees that at delivery of the Supplies, the loads shall be free of any sealed source and any index of radioactivity above the norm (natural, ambient radiation).

13.3 When certain operations, such as inspections, assembly, calibration, testing, commissioning, etc., require that staff from the Supplier be present at the Customer's facilities, the Supplier shall apply to its personnel, who remain under its responsibility, the health, safety and security rules that apply on the Customer's site as described in its applicable procedures, and more generally any regulation that applies to the site where such operations are performed. Compliance with the health, safety and security rules set out in such procedures is a key term of the Order. The Client shall give notice of every breach of the applicable safety rules, in particular as regards wearing personal protective

gear, obeying traffic rules, and following instructions and procedures, and such breaches shall be remedied immediately, without prejudice to any penalties the Customer may apply pursuant to the terms set out in the Special Terms and Conditions, in accordance with the rules set out in the procedures referred to above.

Without prejudice to the application of Article 15 below, the penalties for safety breaches may be withheld from the intermediate [payments] and, if applicable, from the final payment of the Order.

13.4 The Supplier attests on its honor that its employees or agents have not made or provided and shall not make or provide any payments, gifts, or services of any kind to any employee or representative of the Customer in order to win Orders, and agrees to inform the management of the Customer concerned if any of the above obligations is not complied with.

If the Supplier fails to comply with any of the obligations regarding safety, security, health, or the environment and the principles set out in the Customer's Environmental Charter or Code of Ethics, the Customer shall have the right to cancel the Order, without prejudice to [any] damages.

Article 14 – FORCE MAJEURE

Force Majeure covers any external event that is both unforeseeable and insurmountable, and that prevents a Party from performing its obligations. Neither Party may be held liable for a delay or any other breach of its obligations under the Order when such breach is due to a Force Majeure event.

In any event the following shall not be considered Force Majeure:

- strikes and, in general, the acts of its employees, agents, representatives and/or subcontractors, as well as any damage that may be due to a failure of the materials or equipment used for the performance of the Order;
- delays in the delivery of raw materials.

When a Party wishes to declare an event of Force Majeure, it must immediately, or at most eight (8) days after the event occurs, advise the other Party in writing of all facts that prove the unforeseeable, unavoidable and external nature of the event that, according to such Party, makes it impossible for it to comply with its obligations, as well as of the consequences such Party foresees for performance of the Order.

Article 15 – CANCELLATION OF THE ORDER

In the event of the Supplier's non-performance, incorrect performance, or violation of one or more of its obligations under the Order, the Customer may cancel the Order *ipso jure* without prior notice, without prejudice to the application of penalties for delay and/or any compensation and/or any damages the Customer may claim from the Supplier, and without the Supplier being entitled to claim any compensation.

Even if the Supplier has not breached its contractual obligations, the Order may be cancelled at the Customer's discretion, subject to [waiting fifteen (15) calendar days] after sending the Supplier written notice. In such case, the Customer shall pay the Supplier:

- any amounts due at the time of the cancellation, in particular the amounts outstanding, taking into account any advances or other payments already made; and
- the cost of any compensation for cancelling approved [secondary] orders.

Article 16 – SUSPENSION OF THE ORDER

The Supplier shall temporarily interrupt [its work on] the Supplies if the Order is suspended. Such suspension shall take effect on the date of the Customer's written notice to the Supplier. Any suspension of an Order that is not the result of a Force Majeure event or Supplier default entitles the Supplier to reimbursement from the Customer, based on supporting documentation, of any additional costs incurred directly because of the suspension and the extension of the contractual deadlines, provided the Supplier shows that the delay is directly related to such suspension. Recommencing performance of the Order shall be the subject of written notice to the Supplier, which cannot refuse to recommence performance.

- **Article 17 – CHANGE IN THE SUPPLIER'S [POSITION OR STRUCTURE]**

The Supplier shall inform the Customer immediately of any major change in the Supplier's financial position, structure, [information regarding] control, or management. If, in the Customer's opinion, such a change is likely to compromise the proper performance of the Order, the Customer may require guarantees or cancel the Order pursuant to Article 15 above.

Article 18 – APPLICABLE LAW – DISPUTE RESOLUTION

The Order, and in particular the terms of its performance and their consequences, shall be governed by French law or the law applicable at the Customer's site, if it is located outside France. The Parties prohibit the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

Any dispute between the Parties regarding the existence, validity, interpretation, or performance of an Order, or of any of its clauses, that the Parties are unable to settle voluntarily within no more than sixty (60) calendar days, shall be submitted by the first Party to act to the competent court in the jurisdiction where the Customer has its site.