

GENERAL PURCHASE CONDITIONS (Effective 02.01.2009)

1. DEFINITIONS

1.1 Goods: "Goods" means any design and/or materials and/or equipment and/or services which the Seller shall provide according to the Purchase Order and/or any part or component included in the above-defined items.

1.2 Purchaser: "Purchaser" means "HAMON THERMAL Germany GmbH"

1.3 Seller: "Seller" means the natural or legal person identified in the Purchase Order as the seller of the Goods.

1.4 Subcontractor: "Subcontractor" means any natural or legal person other than the Purchaser, who entered into an agreement with the Seller for the performance of all or part of the Purchase Order.

1.5 User: "User" means the Purchaser's client and/or end user of the Goods.

2. SCOPE OF THE GENERAL PURCHASE CONDITIONS

2.1 These General Purchase Conditions shall apply to the purchase of Goods subject to the offer to purchase issued by the Purchaser and to the Purchase Order, and shall prevail upon any general sale conditions or similar deeds, whether general or particular, issued by the Seller before, at the same time or after these General Purchase Conditions, regardless of their form.

2.2 Such Conditions can only be waived by application of the Particular Conditions referred to in the offer to purchase or as provided for in the Purchase Order. Such derogation will only apply to the relevant Order. The Seller may in no event take advantage of such Particular Purchase in connection of other orders.

2.3 In the event of a discrepancy between the General and Particular Purchase Conditions, the Particular Purchase Conditions shall prevail.

3. ACCEPTANCE OF THE ORDER AND EFFECTS

3.1 ACCEPTANCE

3.1.1 The Seller shall acknowledge receipt of the Purchase Order by returning a copy of it to the Purchaser duly signed and dated, within ten (10) business days from receipt. Upon expiry of such 10-day period, the Purchase shall be deemed null and void. Any exceptions, whatever their nature, which the Seller may set forth on an acknowledgement of receipt of Order, shall be expressly agreed upon in writing by the Purchaser, failing which the Purchase Order shall be deemed null and void.

3.1.2 Any commencement of performance prior to acknowledgement of the Purchase Order shall be deemed acceptance of such order by the Seller.

3.2 EFFECTS

3.2.1 Any acceptance of the Purchase Order by the Seller must comply with these General Purchase Conditions and with the Particular Conditions as provided for on the Purchase Order.

3.2.2 The Seller shall be bound by a strict liability to comply with the terms and conditions of the Purchase Order, in particular with respect to delivery schedule and dates, conformity and technical specifications. The Seller shall also be bound by a duty to advise and inform.

3.2.3 The Seller expressly warrants that it will deliver the Goods under the Purchase Order in compliance with good practice, with the national or international standards as validated by the country of the Purchaser, with the laws and regulations applicable to the Purchase Order. If the Goods are to be installed in a non-EU country, the Seller shall represent that the Goods are in compliance with local law.

4. DOCUMENTS

4.1 Any documents supplied by the Purchaser shall remain such party's property, and shall not be lent, copied or used without its prior written consent.

4.2 The Seller shall advise the Purchaser in writing, within fifteen (15) days from their handing over, whether or not the drawings, documents and design notes, etc., include any inconsistencies, errors or omissions. Upon expiry of such period, the Seller shall be deemed to have agreed upon the contents of the technical specifications without reservations, and shall remain solely liable for the adequacy of such documents with the Purchase Order.

4.3 The Seller is bound to comply scrupulously with the Purchaser's instructions, and shall regard any document disclosed to it as strictly confidential.

4.4 The Seller shall return to the Purchaser, within the period agreed upon in the Purchase Order, any documents, drawings, specifications and calculations needed for the proper use of the supply, including as to its installation, operation and maintenance. Such documents shall be the Purchaser's sole property. They may not be lent, copied or used otherwise without the Purchaser's prior written consent.

4.5 The Seller warrants that the documents that he shall supply to the Purchaser are accurate and complete. No express or tacit Purchaser consent may release the Seller from its liability in the event.

5. PRICE – EXTRA CHARGES

5.1 The prices described in the Purchase Order are all-inclusive, fixed and non-modifiable prices.

5.2 Any additional supplies, services and, in general, any products not mentioned in the Purchase Order and needed for the adequate, secure and efficient functioning, building or maintenance of the Goods and for the performance of the Seller's Guarantees, shall be supplied and/or performed by the Seller, at the Seller's expenses.

5.3 The Purchaser reserves the right to include the extras mentioned in paragraph 5.2 above by sending an amendment prior to their supply and/or performance duly prepared. Any commencement of supply and/or performance without having first advised the Purchaser shall be at the Seller's risks and expenses.

6. TIME OF PERFORMANCE

6.1 Time of performance of the Goods as provided for in the Purchase Order is mandatory. In the event that such time is exceeded, and barring any force majeure event, the Purchaser reserves the right to cancel the Purchase Order. Without prejudice of the duty to deliver at the date indicated in the Purchase Order, the Seller shall immediately notify any foreseeable delay. The Seller shall moreover submit to the Purchaser, within the shortest possible delay, the steps that the Seller deems necessary to cure such potential delay and meet the delivery date. These steps will be undertaken at the Seller's expenses.

6.2 In the event that the Seller does not take the above mentioned steps or if the Purchaser does not approve such steps, the latter reserves the right to require after written notice that the Seller at the Seller's expenses immediately take any steps that the Purchaser deems appropriate.

6.3 If the Purchaser believes that the performance by the Seller may result in a substantial delayed delivery, the Purchaser reserves the right, upon written notification, to remove all or part of the Goods located in the Seller's and/or the Seller's Subcontractors' workshops and/or to terminate the Purchase Order. The Purchaser may then complete or cause the completion of the construction works, at the Seller's expenses, without prejudice of Article 7 of these General Purchase Conditions.

7. PENALTIES

7.1 Unless otherwise stipulated in the Purchase Order, any delayed delivery not previously agreed upon by the Purchaser shall automatically result in penalties. Unless otherwise stipulated in the Purchase Order, such penalties shall apply to intermediary deadlines that the Purchaser may have imposed for the delivery of drawings, intermediary deliveries and progress of works.

7.2 Late delivery penalties shall apply without notice, at a rate of 1% of the total contractual amount for each week of delay, each period being due in full once started. The total amount of late delivery penalties may not exceed 10% of the total amount of the Purchase Order.

7.3 Late delivery penalties apply without prejudice of compensation for any damages sustained by the Purchaser in connection with such delays.

8. TIME FOR DELIVERY FOLLOW-UP

8.1 The Seller shall be liable to deliver the Goods in compliance with the Purchase Order and for the proper performance of such Purchase Order. The Purchaser reserves the right to accelerate the production of the Goods in the case the delivery is likely to be delayed.

8.2 If the Purchaser so requires, the Seller shall submit a performance planning within fourteen (14) calendar days from the issuance of the Purchase Order. Such planning shall be in the form of a schedule and include any engineering services, supply of materials, dates of production and of delivery as defined in the Purchase Order, as well as any additional information. A progress of works statement shall be prepared according to the planning, at regular intervals, upon request from the Purchaser.

8.3 Moreover, upon expiry of a fourteen (14) calendar day period from issuance of the Purchase Order, the Seller shall supply the Purchaser with the names, titles and telephone numbers of the individuals in charge of planning and production monitoring whom the Purchaser's representatives may contact to enquire about the terms and conditions of the Purchase Order.

8.4 Copies of any agreements entered into between the Seller and its Subcontractors shall be forwarded to the Purchaser upon execution, for performance purposes, without it being necessary to state any prices. Such agreements shall include a reference to the Purchase Order number and shall mention the agreed dates of delivery.

8.5 If the Purchaser deems it advisable, the Seller shall prepare the progress of works statement for the Purchaser and/or the list of the documents held by the Purchaser, and shall forward such information upon expiry of a fourteen (14) calendar day period after issuance of the Purchase Order.

9. SUB-CONTRACT - SUB-SUPPLY

9.1 The Seller may not assign or subcontract all or part of the Purchase Order without the prior written consent of the Purchaser.

9.2 The Seller may procure at its choice any components it may need to perform its obligations by placing sub-orders. The Purchase Order shall specify, if applicable, the components for which the nomination of a sub-supplier is subject to the prior written consent of the Purchaser.

9.3 In any event, the Seller shall remain solely liable for the performance of its contractual obligations towards the Purchaser.

9.4 A subcontractor or a sub-supplier failure may in no event excuse a delay, a defect or any breach of the Seller's obligations.

10. CLANDESTINE WORK

10.1 The Seller undertakes to perform under the Purchase Order in compliance with the law applicable to the Purchase Order and regulations relating to clandestine work.

10.2 In view of complying with the duty described in paragraph 10.1 above, the Seller undertakes to provide, along with its acknowledgement of receipt, any certificates required in the Purchase Order, duly completed and executed by the relevant individuals and social agencies. The Purchaser reserves the right to cancel the Purchase Order in the event of a breach of the above-defined duty by the Seller.

11. ACCESS TO MATERIAL AND TOOLING

11.1 In the event that the Purchaser delivers materials in connection with the Purchase Order (including plant, tooling, patterns, dies, moulds, templates, and similar accessories and materials) without charge, such materials are and shall remain the Purchaser's property.

11.2 The Seller shall maintain such materials in a good state of repair, subject to normal wear and tear, in the case of tooling and similar materials. The Seller shall refrain from using such materials outside the scope of the Purchase Order. Any surplus materials shall be sold at the Purchaser's sole discretion.

11.3 Any damage or degradation, which such materials may sustain due to abuse or negligence from the Seller, or from any persons for whom the Seller is held liable, shall be repaired at the latter's expenses. Without prejudice to any other rights of the Purchaser, the Seller shall return such materials upon request, whether or not such materials have already been used by the Seller.

12. MARKING

Using a labelling system, the Seller must permanently affix on all Goods or packages' parts, the Purchase Order number, the part markers indicated on the performance plan, the performance plan number, and the item reference as shown in the Purchase Order.

13. PACKING

13.1 The packaging shall meet any necessary and sufficient conditions to avoid deterioration of the Goods resulting from handling, transport, or storage operations.

13.2 Any damage sustained by the Goods and due to defective packaging shall be the sole responsibility of the Seller.

14. WORKSHOP ACCEPTANCE INSPECTION

14.1 The Purchaser or the Seller reserves the right, at any time, to inspect or cause the Goods to be inspected in the Seller's and/or its Subcontractors' and/or its Sub-suppliers' premises.

14.2 A workshop acceptance inspection may be performed prior to any delivery of Goods, in order to ascertain their overall compliance with the terms of the Purchase Order.

14.3 Workshop acceptance may only be performed after total completion of the Goods. Said acceptance by no means reduces the Seller's liability.

14.4 Any expenses incurred in connection with, among others, inspection tests such as mechanical, chemical, hydrostatic, X-ray, ultrasound, and lab tests, as well as any personal expenses incurred by third parties in charge of inspection tests, such as travel and accommodation expenses and wages, shall be borne by the Seller, unless otherwise provided for. Moreover, the Purchaser may request any additional inspection to be performed.

14.5 In the event that an additional inspection becomes necessary due to the Seller's fault, the relevant expenses shall be borne by the Seller. Such expenses shall include any wages, journey time as well as living and accommodation expenses.

14.6 After performance of the inspection, and in the event that the Goods are not in compliance with the Purchase Order specifications, any additional inspection expenses shall be borne by the Seller.

14.7 The Seller shall, at its own expenses, repair any defect affecting the Goods. The Seller shall bear all handling and transport costs in the event of rejection of such Goods by their recipient. The Seller shall, regardless of the occurrence of such events, abide by its obligation to deliver within the time framework stipulated in the Purchase Order.

14.8 The Purchaser also reserves the right to inspect the Goods' packaging and packing list. The Purchaser may moreover check compliance of the packages contents with the packing lists.

14.9 The receipt and payment of the Goods or either of them shall not be deemed acceptance. Even in the absence of any qualifications stipulated by the Purchaser during inspection, the Purchaser reserves the right to reject all or any part of the Goods at a later time in the event of non-compliance or patent or latent defect of such Goods.

14.10 Approval of the Goods after workshop acceptance does not exclude an on-site acceptance or the performance of tests insofar as these are required from the Purchaser by the User.

15. QUALITY

15.1 For the proper performance of the Purchase Order, the Seller shall (i) define and apply quality assurance programs and (ii) conduct all necessary quality investigations and tests. The Seller shall keep the Purchaser informed of the results of such investigations and tests.

15.2 All requirements mentioned in the Purchaser' quality systems are to be considered as conditions for the Purchase Order itself. The Purchase or its representatives shall have the right to undertake quality audits and verifications of the Seller's quality system and/or those of the Seller's Subcontractors.

15.3 The Seller accepts any liability with respect to any adverse effect arising from his action or inaction in respect of quality.

16. DELIVERY – TRANSPORT

16.1 Each delivery or shipment shall be accompanied by a delivery slip including the same information as mentioned in Article 12 of these General Purchase Conditions as well as quantity, unit of quantity, gross, net and as necessary the invoiced weight, article description and article number. In the case of partial delivery the quantity still to be delivered should be indicated. Package lists and other certificates, if requested in the Purchase Order, shall be attached to the Delivery Slip and completed in compliance with the instructions given by the Purchaser and/or the User.

16.2 The Purchaser reserves the right to reschedule the delivery date for the Goods included in the Purchase Order. If so, the Seller shall assume the responsibility of such Goods during the resulting additional period. In this view, the Seller shall subscribe any necessary insurance. The Seller shall pay for any storage and insurance costs for a six (6) month period from the contractual delivery date. Upon expiry of such period, the Purchaser shall bear the above-mentioned expenses after negotiation of their amount with the Seller. Upon request by the Purchaser, the Seller

undertakes to deliver the Goods at the place of delivery provided in the Purchase Order.
16.3 The terms and conditions for delivery stipulated in the Purchase Order are those described in the latest Incoterms published by the Paris International Chamber of Commerce. In the event of an inconsistency between the Incoterms and the other terms and conditions of the Purchase Order, the latter shall prevail.

17. TITLE AND RISK

17.1. Transfer of title shall take effect to the Purchaser's benefit on the day of delivery of the Goods or, if delivered by instalments, as soon as each partial delivery is made.

In any event, title to the Goods shall be transferred to the Purchaser upon payment to the Seller of fifty percent (50%) of the Purchase Order price.

17.2 Any retention of title provisions stipulated by the Seller or its subcontractors will only be enforceable against the Purchaser if the Purchaser expressly agreed to such provisions in writing.

17.3 Moreover, the Seller guarantees the Purchaser a free and peaceful enjoyment of the Goods. If not, the Seller shall indemnify and hold the Purchaser and/or the User harmless from any charge, pledge, security interest, right of retention, attachment or judgement arising from any Seller default against Subcontractors, banks, employees, subordinates, agents or any other person to whom the Seller is committed.

17.4 Risks will remain with the Seller until formal acceptance of the Goods by the Purchaser and the transfer of risks will, in any case, not take place before the effective receipt of the Goods by the Purchaser at the place of delivery defined in accordance with article 16.

18. PAYMENTS – INVOICING

18.1 The Seller shall send the invoices established in accordance with all legal requirements to the Purchaser's Accounts Receivable department in three (3) copies by the 20th of each month. Each shall bear reference to the Purchase Order number. An invoice will be issued for each Purchase Order, and shall specify the exact quantity delivered for each item. Invoices relating to more than one Purchase Order or bearing incomplete references shall be returned to the Seller. The invoices shall be denominated in the currency stipulated in the Purchase Order.

18.2 The Purchaser does not accept any dispositive instrument in lieu of cash, including, among others, bank discountable bills.

18.3 Unless otherwise agreed, duly issued invoices shall be paid 90 days after the end of the month of invoicing, to be paid on the 10th of the following month without interest. However, the Purchaser shall be entitled to withhold payments if the Seller fails to meet the requirements of the Purchase Order. In this case, the Seller shall have no claim for interest, penalties or any other compensation.

18.4 The absence of an express rejection of an invoice shall not constitute acceptance thereof. In addition, acceptance and/or payment of any invoice shall not be construed as the acceptance by the Purchaser of the terms and conditions printed or attached to it and/or as the acceptance of any Goods ordered or delivered. Acceptance of the Goods by the Purchaser, to be valid, must be express and clear.

18.5 The Purchaser may, for whatever cause, make the payment of specific terms of the Purchase Order conditional upon the supply by the Seller of a bank guarantee issued by a notoriously solvent banking or financial institution, in order to secure the performance of the Seller's contractual undertakings, including, among others, the obligation to perform and the obligation of warranty, as provided for in Article 19 below.

19. GUARANTEES

19.1 The Seller warrants that the Goods are in conformity with all agreed specifications and requirements (including performance requirements), are "state of the art" and fit for the purpose intended by the Purchaser. The Seller further guarantees that the Goods are new and free from defects in design, materials and workmanship, and that they meet all applicable statutory requirements and standards, especially those relating to environment, safety, and employment laws and regulations. The Seller warrants the adequacy of technical specification of the Purchase Order to meet the specific needs of the Purchaser, and the Seller acknowledges having examined those specifications thoroughly.

19.2 Unless otherwise stipulated in the Purchase Order, the Seller guarantees the Goods for the longest of (a) a twelve (12) month period from their commissioning, or (b) twenty four (24) months from their delivery date at the latest.

19.3 Such guarantees inure to the benefit of the Purchaser, its successors and assignees, as well as to the benefit of the User.

19.4 Upon request from the Purchaser or the User, the Seller undertakes to replace or repair, at its expenses, as soon as possible, all or any part of the Goods, which do not comply with the Purchase Order or are faulty.

19.5 In the event that the Seller is in breach of the obligation defined in paragraph 19.4, the Purchaser or the User may have the Goods replaced or repaired at the Seller's risks and expenses, without prejudice of any damages and of this guarantee. Moreover, a regulatory body or expert approval shall not relieve the Seller from its obligation of guarantee.

19.6 The guarantee period shall be extended for a period equivalent to the duration of the unavailability of the Goods and/or their re-commissioning pursuant to a defect covered by such guarantee. The repaired or replaced Goods shall be covered by a new guarantee the duration of which shall be as mentioned in Article 19.2 above.

19.7 The Purchaser and/or User may perform or cause a third party to perform, on behalf of the Purchaser and/or User, repair or replacement works at the Seller's expenses, without the latter's consent or without the Seller having had an opportunity to inspect the faulty Goods, if it would have been unreasonable or impossible to allow the Seller an opportunity to inspect

and/or cure the defect and/or to request its prior consent therefore, due to the risk of aggravation of any damage and loss which may result there from, including such risks that could result from a delay in commissioning, operation or performance. The Purchaser, User or third party action will not release the Seller from its obligation of guarantee.

19.8 In the event that repairs, replacements or inspections are performed, the relevant expenses borne by the Purchaser and/or Seller, including the expenses incurred in connection with defect diagnosis, inspection, removal, transport, repair, re-commissioning and repeated Goods tests, as well as any cleaning expenses, shall be borne by the Seller.

20. RESPONSIBILITY – INSURANCE

20.1 The Seller shall also be bound by the guarantees provided under the applicable law as foreseen under article 27, including by the legal guarantee of latent defects.

20.2 The Seller shall be responsible, without notice, for the payment of any direct, indirect, material, immaterial, special, consequential, foreseeable or unforeseeable losses or damages upon formation of the agreement, sustained by the Purchaser and the User and due to non-compliance by the Seller or its Subcontractors with the terms and conditions of the Purchase Order including but not limited to product liability, and/or faulty design, workmanship or material.

20.3 To this extent, the Seller shall be liable to supply proof of its subscription, at its expenses, with notoriously solvent companies, of any insurance covering its liability to material and immaterial, direct and indirect damage which the Goods could cause to the Purchaser or to third parties both before and after their delivery up to an amount of minimum EUR 2 millions (€ 2.000.000,00) unless otherwise stated in the Purchase Order.

This amount shall not be construed as a limit of liability of the Seller.

21. INDUSTRIAL PROPERTY

21.1 The Seller undertakes, at its expenses, to defend the Purchaser and/or the User in any action or proceedings entered against either of the Purchaser and/or User, whether for infringement of patents, invention rights, copyrights or trademarks, resulting among others in the sale or use of the Goods. The Seller undertakes to indemnify and hold the Purchaser and/or User harmless from any losses, liabilities, costs, damages and expenses incurred in connection with such actions and proceedings. The Purchaser and/or User may join in their defence or assume such defence in full through their counsel and attorney.

21.2 The Seller undertakes, unless otherwise authorised beforehand by the Purchaser in writing, not to supply third parties with materials built from drawings supplied to the Seller, to refrain from disclosing any information relating to them and not to include them in any publication. Any breach of such obligation may give rise to the payment of damages.

22. SUSPENSION – TERMINATION

22.1 The Purchaser is entitled, even though the Seller is not in any breach of any obligation, to suspend the performance of the Purchase Order for a period discretionary determined by the Purchaser, or to terminate the same in whole or in part, by giving prior five (5) days ' advance notice to the Seller. In no event shall the Seller be entitled to indemnification for immaterial or consequential damages or loss of profit.

22.2 Upon written notification to the Seller fifteen (15) days after expiry of a notice period, all or any part of the Purchase Order may be rescinded, without prejudice of the late payment penalties and indemnities which may be required from the Seller in compensation for the prejudice sustained by the Purchaser, and without any liability to the Seller, if:

22.2.1 The Seller fails to comply with any of its obligations under the Purchase Order and these General Purchase Conditions;

22.2.2 The Seller is insolvent, is party to a compromise settlement or files for bankruptcy;

22.2.3 The Purchaser has good reasons to believe that the Seller will be unable to execute its obligations;

22.2.4 A force majeure event occurs which may delay performance of the Purchase Agreement for more than three (3) months;

22.2.5 The agreement entered into between the Purchaser and the User is terminated for whatever reason.

22.3 Upon receipt of such notice, the Seller shall immediately discontinue the performance of the works, abstain from entering into any other agreements and diligently terminate any other existing agreement with Subcontractors under conditions satisfactory for the Purchaser. The Seller shall start only those works which are necessary to safeguard and protect the Goods. Any works and/or payments already performed upon receipt by the Seller of the cancellation of the Purchase Order shall be reasonably and fairly adjusted between the Seller and the Purchaser.

23 CONFIDENTIALITY – PROPRIETARY RIGHTS

23.1 All written or verbal information supplied by the Purchaser to the Seller regarding the Purchaser's know how, specifications, procedures, needs and all technical information, documents and data shall be treated as confidential and any rights of ownership and copyrights thereon remain the exclusive property of the Purchaser. Any infringement by the Seller of Purchaser's rights may give rise to the payment of damages.

23.2 Unless needed for the proper performance of the Purchase Order, the Seller shall keep confidential and refrain from disclosing to third parties any information acquired by the Seller or of which the Seller is the author in progress.

23.3 Any information in the public domain or held or acquired lawfully from third parties without any breach of an obligation of secrecy shall not be deemed confidential information.

23.4 The Seller undertakes that the destination of the Goods, the name of the Purchaser and/or User shall be neither mentioned, nor disclosed or quoted in any publication without their prior written consent.

24. FORCE MAJEURE

24.1 The parties shall not be held liable for any breach of the Purchase Order terms and conditions, when such breach results from a force majeure event. Force majeure shall mean any event beyond the control of the affected party, which could not be

anticipated upon formation of the contract, and the effects of which are compelling and unforeseeable.

24.2 A force majeure event makes it temporarily or permanently impossible to perform all or any part of a party's obligations. Force majeure does not cover those events which would render performance of the obligations more difficult or more expensive.

24.3 In particular, strikes, lockouts or any other labour-related, financial technical or industrial incapacity, or any impediment causing a prejudice to the parties, their suppliers and subcontractors in relation with the deliveries shall not be deemed force majeure events.

24.4 The party affected by a force majeure event shall advise the other party within eight (8) days from it becoming aware of such event. The party shall describe such event in detail and inform the other party of any relevant element capable of allowing its precise identification, and to determine its effects as to performance of its contractual obligations. The party invoking a force majeure event shall then inform the other party of its termination within the same period as provided for above.

24.5 A party failing to its obligation to inform in compliance with the procedure described in the above paragraph may not invoke a force majeure exemption.

24.6 The obligations of the party invoking force majeure shall be suspended as long as they cannot be performed due to a force majeure event. Nevertheless, such party shall, as far as it is possible, remedy the situation with due diligence.

24.7 In the event that performance under the Purchase Order is rendered impossible form more than three (3) months, either party may terminate or rescind such Purchase Order by written notification to the other party, unless the parties decide to amend the Purchase Order to take into account the new circumstances arising from such force majeure event.

24.8 The occurrence of a force majeure event may however not relieve the relevant party from its liability for any negligent conduct or lack of diligence to remedy the situation or to remove its cause in a reasonable and adequate manner.

24.9 A force majeure event may not give rise to a claim for damages. The Purchaser will only be liable to the Seller for such part of the Purchase Order which was performed before the force majeure event arose. Any pre-paid amount shall be refunded to the Purchaser.

25. TAXES

Any taxes assessed and levied from the Purchaser in application of the Purchase Order, except the value added tax of the Purchaser's country, shall be borne by the Seller, unless otherwise stipulated in the Purchase Order.

26. SAFETY - ENVIRONMENT- SUSTAINABLE DEVELOPMENT

26.1 Before making any offer or quotation, the Seller will (i) provide the Purchaser with all necessary advice and information relating to the proposed Goods, (ii) inform the Purchaser on standard customs, hazardous risks, rules and standards applicable to the Goods.

26.2 The Purchaser is committed to the protection and improvement of safety, health, social dialogue, sustainable development and environment. The Seller shall inform the Purchaser of any necessary information in the areas of security, safety, or environment that relates to the Goods and/or their processing, handling and use. To this end, the Seller shall seek information from the Purchaser with regard to all uses of the Goods and all special features (sites applicable rules, activities, transportation...) of the agreed place of delivery. Any information provided by the Seller to the Purchaser shall in no way limit Seller's liability. Should the Seller commit a breach relating to safety, health, or environmental obligation, the Purchaser will be entitled to terminate the Purchase Order and the Seller will bear any liability arising from the breach and/or from the termination of the Purchase Order.

26.3 The Seller accepts any liability with respect to any adverse effect arising from his action or inaction in respect of safety, security and environment, the Seller acknowledging his full liability in event of the exercise of the Purchaser's right to cancel the Purchase Order.

27. APPLICABLE LAW

The Purchase Order shall be governed by the law of the country where the Purchaser has its registered office. Any application of the Uniform Law on the International Sale of Goods appended to The Hague Convention of 1st July 1964 as well as the United Nations Convention on the International Sale of Goods signed in Vienna on 11 April 1980 is expressly excluded from these General Purchase Conditions.

28. JURISDICTION

Any dispute arising directly or indirectly from the Purchase Order, including in relation with its construction or its performance which may not be settled amicably shall be referred to the courts having jurisdiction where the Purchaser has its registered office or to the tribunal chosen by the User, if the Goods are involved in a dispute between the Purchaser and the User. Such choice of jurisdiction shall apply even where there is more than one defendant as well as to third party complaints