



## 16. GOVERNING LAW

The agreement is governed by French law. The parties expressly agree that the Vienna Convention on the international sale of goods dated 11 April 1980 is not applicable to this agreement.

## 17. TERRITORIAL JURISDICTION

The court where DSI France's head office is located shall have sole competence to settle lawsuits of any kind or disputes pertaining to the interpretation or performance of this agreement, notwithstanding proceedings with more than one defendant, additional petition or summary proceedings or the introduction of third parties.

## 18. REFUSAL

The vendor reserves the right to refuse an order from the buyer when the vendor has already experienced payment problems (non-payment or late payment) with the buyer on past order(s).

## 19. FORCE MAJEURE

The parties agree to recognize any event meeting the criteria defined by the case law of the French supreme judicial court in application of article 1148 of the Civil Code as a case of force majeure. It is agreed that force majeure cannot be invoked for late payment by the buyer.

## 20. GENERAL PROVISIONS

### 20.1. Independence of clauses

If any stipulation of these GTS or its application to any person or circumstance is judged null and void, this nullity will not concern the other stipulations or applications of these GTS, which will remain in force, independently of the stipulation deemed null and void. For that purpose, the stipulations of the general terms of sale are declared independent.

### 20.2. Notification

The applicable GTS are available on request.

### 20.3. Language

The agreement is worded in French. A translation into a foreign language may be supplied for information. Only the French version shall be deemed authentic between the parties.\*\*\*

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