

# **GENERAL PROFESSIONAL CONDITIONS FOR THE SUPPLY OF SERVICES**

## **1 General**

These general professional conditions of services, services or missions are in accordance with the commercial practices of the profession of engineering and consulting companies.

They comply with the rules of contract law and competition law. They supplement the common will of the Parties for all points where it has not been clearly expressed.

They constitute the legal basis of contracts, unless otherwise specified.

They are governed by company contract law and, where applicable, by subcontracting contract law, and apply to the provision of a service.

These general conditions apply to contractual relations between the Single-Personal Company FOX HANDLING SAS, hereinafter referred to as FOX HANDLING, and the client company, hereinafter referred to as “the Client” or “the principal”; together they are called “Parties”.

The Customer's general purchasing conditions expressly accepted by FOX HANDLING may supplement these general conditions and the special conditions to the extent that they are not contradictory thereto and remain in compliance with laws and regulations.

Any deviation from these general conditions must be subject to express and written acceptance by FOX HANDLING.

“Writing” for the purposes of these general conditions means any document established on paper, electronically or by fax.

These general conditions apply to any contract, any order, as well as to orders placed within the framework of an “open order”.

These general conditions of sale of the company FOX HANDLING. are accessible at any time on the company's website ([www.foxhandling.fr](http://www.foxhandling.fr)).

## **2 Content and formation of the contract**

### **2.1 Content of the contract**

Integral part of the contract:

- these general conditions;
- the special conditions accepted by both Parties;

- the order accepted by any means, in particular by acknowledgment of receipt or order confirmation;
- the FOX HANDLING documents supplementing these general conditions, the studies, quotes and technical documents communicated before the formation of the main contract and accepted by the Parties;
- the bill.

Do not form part of the contract: documents, advertisements, prices not expressly mentioned in the special conditions.

## **2.2 Definition of needs, call for tender and offer**

Any call for tender or any order not relating to a standard mission must include the definition established by the Client, under its responsibility, of all the specifications necessary for carrying out the mission and precisely defining the needs and expectations of the Customer.

The Client is a competent professional in his specialty and sole master of the purpose of the mission to be carried out. It must precisely and relevantly define its needs and guide FOX HANDLING on the means it must implement to satisfy these needs.

The definition of needs and expectations must be sufficiently precise, adapted to the service and provided by the Client.

FOX HANDLING cannot be held responsible for an omission or error contained in the definition provided by the principal.

The offer is only considered firm if it is accompanied by a validity period. Likewise, any modification to the definition of the Customer's needs may result in the offer being revised accordingly.

## **3 Quotes and Orders**

### **3.1 Estimate**

The contractual relations between FOX HANDLING and the Client must be the subject of a prior estimate from FOX HANDLING.

The quotes precisely detail the services, services or missions offered, based on the request, the call for tenders or the definition of needs given by the Client.

The prices are detailed there according to the conditions stipulated in article 9 of these general conditions.

Quotes issued by FOX HANDLING are valid for a period indicated in the same quote.

### **3.2 Placing orders**

The order must be made in writing. It is addressed to FOX HANDLING by any written means.

The issuance of the order by the Customer, even in accordance with the quote proposed by FOX HANDLING, will only constitute the formation of the contract subject to express acceptance by FOX HANDLING.

Acceptance of the order is done by any written means.

Any order expressly accepted by FOX HANDLING will be deemed to entail acceptance by the Customer of the quote or offer from FOX HANDLING on the basis of which the order was placed.

The order clearly specifies the description of the agreed services, services or missions, the rate(s) applicable thereto and the deadlines planned for their execution.

The Parties recognize, however, that it may be difficult to determine precisely on the day of signing the contract or acceptance of the order the exact scope of the services, services or missions necessary to satisfy the Customer's needs; and that therefore, services, benefits or missions complementary or additional to those provided for in the contract or the accepted order may prove necessary to meet the Customer's needs.

Consequently, any global definition of the price of services, benefits or missions, would only be of an indicative nature and cannot bind FOX HANDLING, nor in any case constitute a fixed price contract within the meaning of the provisions of articles 1793 and following of the code civil.

FOX HANDLING is only required to provide the services, services or missions referred to in an accepted order. Notwithstanding the above, if FOX HANDLING provides services, services or missions at the request of the Customer without the Parties having previously regularized an order, these services, services or missions will be subject to all the terms and conditions of these general conditions of sale, and the FOX HANDLING prices applicable on the day the services, services or missions are carried out will automatically apply.

### **3.3 Editing Orders**

Any modification of the contract requested by the Customer is subject to the express acceptance of FOX HANDLING.

Any modification, non-performance or suspension of the contract at the initiative or request of the Client will result in a renegotiation of the initial economic conditions allowing compensation from FOX HANDLING.

### **3.4 Order cancellation**

The order expresses the Customer's consent in an irrevocable manner; he cannot therefore cancel it, unless with express and prior agreement from FOX HANDLING.

In this case, the Client will compensate FOX HANDLING for all costs incurred and for all direct and indirect consequences resulting therefrom.

In addition, sums already paid will remain with FOX HANDLING.

## **4 Preparatory work and accessories to order**

### **4.1 Quote requiring significant preparation work**

Quotes requiring significant preparation work, studies or specific experiments are considered as real studies. If a study carried out is not followed by an order for a service, service or mission, the costs it will have generated will be invoiced to the client and the documents returned.

### **4.2 Ownership of preparatory documents and accessories**

All plans, studies, descriptions, technical documents or quotes provided to the other Party are communicated as part of a loan for use, the purpose of which is the evaluation and discussion of FOX HANDLING's commercial offer. They may not be used by the other Party for other purposes or communicated to a third party without the express prior written consent of FOX HANDLING.

### **4.3 Intellectual property rights and material of loaned documents**

FOX HANDLING retains all material and intellectual property rights over the documents loaned. These documents must be returned to FOX HANDLING upon first request.

The same applies to the studies that FOX HANDLING offers to improve the definition of needs and expectations established by the Client. These studies remain its exclusive property and cannot be communicated, executed or reproduced without its written authorization.

These modifications accepted by the Customer cannot result in a transfer of liability against FOX HANDLING.

Payment for studies does not entail any transfer of any intellectual property rights for the benefit of the Client.

Any transfer of intellectual property rights or know-how must be the subject of a contract between FOX HANDLING and the Client.

## **5 Execution of services, services or missions**

### **5.1 Terms of execution of services, services or missions**

FOX HANDLING puts its expertise in Engineering and Consulting at the service of the Client in order to carry out the services, services or missions entrusted to it.

The specific terms of execution of the services, services or missions are defined in the accepted quote, the accepted order or the contract signed between the Parties.

FOX HANDLING's action aims in particular to enable the Client to improve its operational performance, or to better manage periods of financial difficulties, by providing advice, audits, opinions, recommendations or analyses.

The Customer must provide FOX HANDLING with the resources, materials and technical support necessary for the proper execution by FOX HANDLING of its obligations.

FOX HANDLING is never held to an obligation of result, with the sole exception of the confidentiality obligations defined in article 6.2.

In the event that FOX HANDLING is responsible for a transition management mission for the Client, FOX HANDLING will not be able to exercise any function that could result in the reclassification of its intervention as a fixed-term, indefinite or temporary employment contract.

## **5.2 Locations of performance of services**

The place of execution of the services and benefits will essentially be the offices of FOX HANDLING or its various places of residence.

FOX HANDLING may be required to travel, as part of its missions, to the offices or sites of the Client or its partners, subcontractors and suppliers, for meetings, site or factory visits, missions short-term training. The Customer undertakes in all cases to have FOX HANDLING accompanied to ensure their safety and that of their property (computer, mobile phone, vehicle); This is an obligation of result.

## **5.3 Delivery times for services, services or missions**

Delivery times run from the later of the following dates:

- date of final acceptance of the order by FOX HANDLING;
- date of receipt of all information, elements and execution details due by the Client;
- date of execution of prior contractual or legal obligations owed by the Client.

The agreed deadline is an important element which must be specified in the contract as well as its nature (deadline for provision, deadline for presentation for acceptance, delivery deadline, legal reception deadline, etc.). The stipulated deadlines are, however, only indicative and may be called into question in the event of the occurrence of circumstances beyond the control of FOX HANDLING.

The provision, service or mission is deemed to have been carried out when the objectives defined in the accepted quote or the accepted order, or the concluded contract, are achieved or achieved.

The Customer must at his own expense and under his responsibility verify or have verified the conformity of the services, services or missions carried out by FOX HANDLING with the terms of the order.

## **6 Intellectual property and confidentiality**

### **6.1 Intellectual property and know-how of documents and products**

All intellectual property rights, as well as the know-how, incorporated in the documents transmitted, the products delivered and the services provided remain the exclusive property of FOX HANDLING.

Any transfer of intellectual property rights or know-how must be the subject of a contract with FOX HANDLING.

In all cases, FOX HANDLING reserves the right to use its know-how and the results of its own research and development work.

## **6.2 Confidentiality clause**

The Parties reciprocally undertake to a general obligation of confidentiality relating to all oral or written information, whatever it may be and whatever the medium (discussion reports, plans, electronic data exchanges, activities, installations, projects). , know-how, products etc.) exchanged as part of the preparation and execution of the contract except information which is generally known to the public or that which will become known otherwise than through the fault or action of the Client.

Consequently, the Parties undertake to:

- keep all confidential information strictly secret, and in particular never disclose or communicate, in any way whatsoever, directly or indirectly, all or part of the confidential information, to anyone, without the prior written authorization of the other Party;
- not use all or part of the confidential information for purposes, or for an activity, other than the execution of the contract;
- not make a copy or imitation of all or part of the confidential information.

The Client undertakes to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the contract and even after its expiry, and guarantees compliance with this obligation by all of its employees. employees.

This obligation is an obligation of result.

## **6.3 Warranty clause in the event of counterfeiting**

The Client guarantees that at the time of conclusion of the contract, the content of the definition of its needs and its implementation conditions do not use the intellectual property rights, or know-how, held by a third party. He guarantees that he can dispose of it freely, without contravening any contractual or legal obligation.

The Customer guarantees FOX HANDLING against the direct or indirect consequences of any action in civil or criminal liability resulting in particular from an action for counterfeiting or unfair competition.

## **7 Cases of unforeseen circumstances and force majeure**

### **7.1 Unforeseen clause**

In the event of the occurrence of an event external to the will of the Parties compromising the balance of the contract to the point of making it detrimental, at

Service Provider, the execution of its obligations, the Parties agree to negotiate in good faith the modification of the contract.

The following events are targeted in particular: change in exchange rates, changes in legislation, change in the Customer's financial situation.

In the absence of agreement between the Parties, FOX HANDLING will have the option to terminate the contract with one (1) month's notice.

## **7.2 Force majeure**

None of the Parties to this contract may be held responsible for its delay or failure to perform any of its obligations under the contract if this delay or failure is the direct or indirect effect of a case of force majeure understood in a broader sense than French case law such as:

- occurrence of a natural cataclysm – earthquake, storm, fire, flood, etc.
- armed conflict, war, conflict, attacks;
- labor dispute, total or partial strike at the Client;
- labor conflict, total or partial strike among suppliers, service providers, transporters, post offices, public services, etc.
- illness of the sole manager of FOX HANDLING. Indeed, FOX HANDLING being a one-person company without employees, it is the manager who carries out the missions and services himself. Any illness preventing him from carrying out his missions is considered force majeure.

Each Party will inform the other Party, without delay, of the occurrence of a case of force majeure of which it becomes aware and which, in its eyes, is likely to affect the performance of the contract.

If the duration of the impediment exceeds ten (10) working days, the Parties must consult within five (5) working days following the expiration of the period of ten (10) working days to examine in good faith whether the contract should continue or stop.

## **8 Pricing**

The prices of the services are those detailed in the quotes accepted by the Customer, or in the orders or contracts accepted by FOX HANDLING. They are established in Euros, excluding taxes, unless special provisions are provided for in the order or contract.

Prices can be calculated by the package, by the hour, or by the day. They are expressed in euros and are subject to VAT in force on the day of invoicing.

Any change in the applicable VAT rate will be automatically passed on to the Customer.

The contractual prices are established according to the economic conditions when the quote is established and are revisable according to the conditions provided for in the contract.

The price corresponds exclusively to the products and services specified in the order expressly accepted by the Customer. Under no circumstances does the provision of services correspond to a fixed price contract.

Not included in the price of the offer are all extraordinary costs incurred by FOX HANDLING and necessary for the successful completion of the mission as well as the costs of any additional or unforeseen services requested by the Client.

All costs or services not included in the price of the services, services or missions listed in the offer will be reimbursed to FOX HANDLING. The supporting documents will be available to the Customer upon simple request.

FOX HANDLING's travel expenses to go, as part of its missions, to the premises of the Client, its clients, partners, subcontractors or suppliers will be reimbursed to FOX HANDLING. The supporting documents will be available to the Customer upon simple request.

## **9 Payment**

### **9.1 Payments**

The invoice mentions the date on which payment must be made; payments are portable and made at FOX HANDLING's home.

Payment is made by check or bank transfer.

Advance payments are made without discount unless otherwise agreed.

Deposits are paid in cash.

The price of the services is payable according to the type of contract and their method of execution:

- Cash on the day of execution of the actual order;
- Deposit in % upon ordering and balance upon execution of the actual order;
- Progressive invoicing depending on the progress of the mission.

In all cases, FOX HANDLING undertakes to collect the balance only upon delivery of the study, minutes or report.

### **9.2 Payment period**

The invoice is payable upon receipt, and in any event, without exceeding the deadlines provided for in article L441-6 of the Commercial Code. Any clause or request tending to set or obtain a payment deadline greater than this maximum deadline, and unless there is an objective reason, motivated by the Customer, may be considered abusive within the meaning of article L 442-6-I 7 of the Code of commerce as it results from the economic modernization law n°2008-776 of August 4, 2008 and is punishable in particular by a civil fine of up to two million euros.

The contractually agreed payment dates cannot be called into question unilaterally by the Customer under any pretext whatsoever, including in the event of a dispute.

The Client cannot defer the contractual payment deadline if the execution of the services, services or missions is delayed or cannot be carried out for any reason beyond the control of FOX HANDLING.

According to the legislative provisions in force, the deposit will give rise to invoicing.

In the absence of provisions agreed between the Parties, complementary or additional services, benefits or missions, or carried out during the contract, are invoiced monthly and payable in cash, net and without discount.



### **9.3 Late payment**

In application of legal and regulatory provisions, in particular article L 441-6 paragraph 12 of the Commercial Code, and article D 441-5 of the same Code, any late payment by the Customer makes it automatically payable, from the first day following the payment date appearing on the invoice:

- a) Late payment penalties, determined by the application of an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points.
- b) A fixed compensation for recovery costs, amounting to 40 euros. Under the aforementioned article L441-6, when the recovery costs incurred are greater than the amount of this fixed compensation, FOX HANDLING is also entitled to request justified additional compensation.

In addition to these penalties and compensation, any late payment of a due date results, if FOX HANDLING so chooses, in the forfeiture of the contractual term, with all sums due becoming immediately due.

In the event of late payment, FOX HANDLING may immediately suspend the execution of services, services or missions in progress, without this suspension being reproachable in any way, neither in principle nor in its consequences for the Client, and without incurring any liability as a result.

FOX HANDLING may also exercise its right of retention on all parts, documents, productions, elements, reports in its possession (products entrusted or produced or in the process of production or realization and related supplies, etc.), without this retention cannot be criticized in any way, neither in its principle nor in its consequences for the Client, and without incurring any liability as a result.

The fact that FOX HANDLING takes advantage of one or other of these provisions does not deprive it of the right to implement the retention of title clause stipulated in article 10.6.

### **9.4 Change in the Customer's situation**

In the event of a deterioration in the Customer's situation noted by a financial institution or attested by a significant late payment or a delay in the return of drafts or when the financial situation differs significantly from the data made available, delivery will only take place 'in return for immediate payment.

In the event of late payment, FOX HANDLING benefits from a right of retention on the parts, documents, productions, elements, reports in its possession.

In the event of sale, transfer, pledging or contribution to a company of its business assets, or of a significant part of its assets or equipment by the Client, FOX HANDLING reserves the right and without deposit notice :

- to pronounce the forfeiture of the term and consequently the immediate payment of the sums still due for whatever reason;

- to immediately suspend the execution of the services, services or missions in progress, without this suspension being reproachable in any way, neither in its principle nor in its consequences for the Client, and without incurring any liability as a result;
- to note, on the one hand, the termination of all current contracts and, on the other hand, to retain the parts, documents, productions, elements, reports in its possession, until the possible compensation is determined, without this retention being able to be criticized in any way, neither in principle nor in its consequences for the Client, and without incurring any liability as a result.

### **9.5 Clearing payments**

The Client formally prohibits any illicit practice consisting of automatically debiting or automatically invoicing or issuing a credit note to FOX HANDLING any sum which has not been expressly recognized by the latter as definitively due under its responsibility. Any automatic debit will constitute an unpaid amount and will give rise to the application of the provisions of article 10.2 regarding late payment.

The Parties, however, reserve the right to resort to legal or conventional compensation of debts, under the conditions provided for by law.

### **9.6 Legal guarantee of payment in the event of a subcontracting contract**

When the concluded contract is part of a chain of business contracts within the meaning of law no. 75-1334 of December 31, 1975, the Client has the legal obligation to have FOX HANDLING accepted by its own principal. He also has the obligation to have FOX HANDLING's payment terms accepted by the latter, and to provide the payment guarantee provided for in legal provisions.

If the principal is not the end customer, the Customer undertakes to require compliance with the formalities of the 1975 law.

In accordance with article 3 of the 1975 law, the absence of presentation or approval makes it impossible for the Client to invoke the contract against FOX HANDLING. This impossibility concerns in particular complaints relating to possible lack of conformity in the definition of the Customer's needs and expectations. However, in accordance with said article, the Client remains obligated towards the subcontractor to perform its contractual obligations.

Under these general conditions, the law of 1975 is considered as international police law applicable through the Client to foreign End Clients.

### **9.7 Reservation of title**

As the contracts are exclusively for Consulting and Engineering services, the only goods discussed below are documents in paper or digital form, or even storage media for these documents: DVD or removable memory card.

FOX HANDLING retains full ownership of the goods covered by the contract until effective payment of the full price in principal and accessories. Failure to pay any of the due dates may result in these goods being claimed.

According to case law, the retention of title clause is applicable to the business contract.

However, from delivery, the Customer assumes responsibility for any damage that these goods may suffer or cause for any cause whatsoever. Until full payment, the goods cannot be resold, transformed or incorporated without prior agreement from the subcontractor.

In the event of non-compliance by the Customer with one of the payment deadlines or in the event of any violation of the reservation of title, FOX HANDLING may demand, without losing any of its other rights, by registered letter with acknowledgment of receipt, the return of the goods at the Customer's expense until the latter has fulfilled all of its commitments. To allow the exercise of the right of claim for the benefit of FOX HANDLING, the Customer undertakes, at the first request, to authorize the inventory of the parts in its possession and this, without the need for any procedure of whatever nature it is.

In addition, FOX HANDLING may automatically terminate the contract by registered letter with acknowledgment of receipt. Without prejudice to any other damages, the Customer, in addition to its obligation to return the goods, will owe termination compensation set at 20% of the amount excluding taxes of the unexecuted contract assessed on the date of termination.

## **10 Liability and warranty**

### **10.1 Definition of FOX HANDLING's liability**

FOX HANDLING's liability is strictly limited to compliance with the Customer's specifications stipulated in the definition of needs which served as the basis for the accepted order or the concluded contract.

Indeed, the Client, acting as a “contractor”, is able, through his professional competence in his specialty, to precisely define the service, service or mission based on his own industrial data or commercial or those of its Customers.

FOX HANDLING must carry out the service, service or mission requested by the Client, in compliance with the rules of the art of its profession.

### **10.2 Limits and exclusion of FOX HANDLING's liability**

By mutual agreement between the Parties, it is expressly agreed that the liability of FOX HANDLING, its affiliates or subcontractors, or any person acting on its behalf, will be limited to direct material damage caused to the Client resulting from attributable faults. to FOX HANDLING in the execution of the contract.

In no case may this liability exceed the amount of the price of the services, services or missions due by the Client under the accepted quote, or the accepted order, or the contract signed between the Parties, and only on the price of the services, services or missions which are the subject of the complaint by FOX HANDLING.

FOX HANDLING is not required to repair the damaging consequences of errors committed by the Customer or third parties in connection with the execution of the contract.

FOX HANDLING is not liable for damages resulting from the Customer's use of technical documents, information or data originating from the Customer or imposed by the latter.

Under no circumstances, and whatever the basis of the liability invoked, including in the event of serious negligence, FOX HANDLING will not be required to compensate incidental, indirect or consequential damages, nor immaterial, direct or indirect damages, consecutive or not, such as: operating losses, profits, losses of opportunity, commercial damage, loss of profit, loss or damage to image; and this, even if FOX HANDLING has been advised of the possibility of such damage occurring.

The liability of FOX HANDLING is excluded:

- for defects resulting from a design carried out by the Client, technical choices or imposed subcontractors;
- damage or accidents attributable to the Customer or a third party;
- in the event of modification, abnormal or atypical use or non-compliance with the destination of the deliverable, the rules of the art or the recommendations or recommendations of FOX HANDLING;
- in the event of intervention by the Customer or a third party on the delivered product without the express agreement of FOX HANDLING.

In the event that penalties and compensation provided for have been agreed upon by mutual agreement, they have the value of lump sum, discharge compensation and are exclusive of any other sanction or compensation.

FOX HANDLING's civil liability, for all causes with the exception of bodily injury and gross negligence, is limited to a sum capped at the amount of the invoiced and collected value of the defective service.

The Client guarantees the waiver of recourse by its insurers or third parties in a contractual relationship with it, against FOX HANDLING or its insurers beyond the limits and exclusions set above.

The limitations and exclusions of liability provided for in these general conditions of sale are determined by the balance that together constitute the extent of FOX HANDLING's obligations, the price of the services, benefits or missions agreed, the amount of compensation that FOX HANDLING could be required to pay to the Client in the event of liability being called into question, and the stipulations of the insurance policy covering FOX HANDLING's professional civil liability. The Customer is aware that the prices charged by FOX HANDLING are determined based on the existence of this limitation of liability.

### **10.3 Foreclosure**

Any document initiating proceedings under the guarantees and responsibilities stipulated in this article or involving FOX HANDLING for any reason whatsoever must be served, under penalty of foreclosure, by extra-judicial document within six (6) months. from the date on which the Customer had or should have, or had the possibility of becoming aware of the non-performance, violation, or act likely to base his claim.

## **11     Protection of personal data**

In accordance with Law No. 78-17 of January 6, 1978 as well as Regulation (EU) 2016/679 of April 27, 2016, FOX HANDLING undertakes to only process the Customer's data strictly necessary for the accomplishment of its Services.

FOX HANDLING undertakes to retain the processed data only for the period strictly necessary to carry out its mission and to prove the proper execution of its Services, subject to legal obligations.

FOX HANDLING declares that it has the technical and human resources necessary to ensure the security and confidentiality of the data transmitted by the Customer.

## **12     Non-transferability of the Contract**

The Parties having been chosen according to their personality, the Client expressly refrains from assigning, pledging, or transferring in any way whatsoever (in particular through a merger, split, universal or non-universal transfer of assets or contribution total or partial assets), the agreed Contract and the rights arising therefrom for him, in whole or in part, for payment or free of charge, in any form whatsoever, or to subcontract the total execution or partial to a third party without the prior authorization of FOX HANDLING.

FOX HANDLING expressly reserves the right to entrust or subcontract all or part of the execution of the agreed Contract to any person of its choice, and more generally to assign its rights and obligations arising from the Contract.

## **13     Compliance with laws and regulations**

The Client will comply with all laws, rules, and regulations applicable to the implementation and use of the agreed services, services or missions and their results.

## **14     Non-solicitation of employees**

During the entire period during which FOX HANDLING provides services, services or missions, and for a period of one (1) year from the completion of these services, services or missions, FOX HANDLING and the Client undertake not to solicit in any way, whether for salaried employment or an independent contractor mission, an employee, associate or collaborator of the other Party, without the prior written consent of the other Party.

For the purposes of this article, the term "Solicit" does not include general solicitations, such as newspaper advertisements or professional publications on the Internet.

This prohibition extends to all former employees of a Party who worked on the services, services or missions, and whose employment contract with this Party ended less than six (6) months before the date of this offer. of hiring, this hiring, this solicitation or this commitment.

## **15 Nullity of the Contract – Waiver of stipulations**

The possible cancellation of one or more clauses of the Contract by a court decision which has become final or by the effect of legislation in force cannot affect the other stipulations which will continue to have their effects.

The fact that either Party does not claim the application of any stipulation of the Contract or acquiesces in its non-performance, whether permanently or temporarily, cannot be interpreted as a waiver by that Party. to the rights which arise for it from the said stipulation.

## **16 Duration and Termination**

### **16.1 Duration of services**

The duration of the agreed services, benefits or missions is defined in the accepted quote, the accepted order or the contract concluded between the Parties.

The Contract takes effect upon signature.

### **16.2 Right of termination**

In the event of non-performance, refusal to pay, non-payment or poor performance or violation by either Party of any of the obligations imposed on it by the Contract, the other Party may send to the Party responsible for the non-performance a registered letter with acknowledgment of receipt or an electronic registered letter, notifying it of the alleged breach and putting it on notice to have to perform its obligation or to cease its behavior prohibited by the Contract.

In such a case, if the formal notice remains without effect after the expiration of a period of fifteen (15) days from its receipt by the defaulting Party, the Party victim of the non-performance may automatically terminate the Agreed contract, as well as all services, orders, benefits or missions concluded as part of its execution, without notice.

Notwithstanding the foregoing, in the event of it being impossible to remedy the alleged non-performance or to cease the prohibited behavior, the non-defaulting Party will have the right to terminate the agreed contract, as well as all services, orders, services or missions concluded in within the framework of its execution, before the expiry of the aforementioned fifteen (15) day period.

In the event that one of the Parties ceases to carry out its activities, is no longer solvent, is in liquidation or receivership, each Party will also have the right to terminate the Contract in advance, after formal notice sent by registered letter with acknowledgment of receipt to which the receiving Party has not taken appropriate action within fifteen (15) days following receipt of the formal notice, subject to the provisions of articles L.622-13 and L641-11- 1 of the Commercial Code.

### **16.3 Effects of termination**

In the event of termination of the Contract agreed by either Party, FOX HANDLING will immediately cease all execution of the services, services or missions, and the Client will pay FOX HANDLING without delay for all services, services or missions performed or provided. until the effective date of this termination. Termination of the contract(s) will in no way relieve the Customer of its obligation to make said payments.

Termination of the Contract will be without prejudice to any other rights and remedies that the Parties may have against each other.

#### **16.4 Survival of certain obligations**

All obligations relating to the non-use and non-disclosure of information, the non-solicitation of agents or collaborators, the obligation of indemnification, the limitations of liability, and all other obligations which must, by nature, survive termination, will continue to produce their effects after termination of the Contract and even in the event of amicable or judicial resolution of said Contract.

#### **17 Amicable settlement of disputes**

The Parties undertake to attempt to resolve their disputes amicably before referring the matter to the competent Court.

In the event of a dispute of a technical nature relating to products or services, services or missions, provided or carried out by FOX HANDLING, and in the absence of an amicable agreement between the Parties, in the presence or without the presence of their respective insurers, the Parties agree to endeavor to resolve the said dispute amicably within one month from notification by registered letter with acknowledgment of receipt of the dispute by either Party.

#### **18 Notifications**

All notifications and other communications required or which may occur under the Contracts concluded between the Parties or required by law or regulation must be in written form and will, unless expressly waived resulting from these general conditions or specific agreements concluded between the Parties, Parties, deemed to have been validly completed in the event of: notification by extra-judicial act, delivery by hand against signature, sending by registered letter with acknowledgment of receipt, sending by electronic registered letter, sending by electronic email confirmed by an acknowledgment of receipt and a reading receipt, or sending by a rapid courier service delivering the items within twenty-four (24) hours, against signature.

Notifications must be sent to the address of the receiving Party appearing on the Contract, or failing that, on the order accepted by FOX HANDLING or failing that, on the quote accepted by the Customer, or to such other address as the Party recipient may subsequently designate for receipt of notifications in accordance with this article.

#### **19 Applicable law**

French law alone governs the contract.

#### **20 Attribution of jurisdiction**

In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract will be under the exclusive jurisdiction of the commercial court in whose jurisdiction FOX HANDLING's domicile is located, even in the event of an appeal and multiple defendants. .