



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

### **1 General**

These professional general conditions of services, services or assignments 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 this has not been clearly expressed.

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

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

These general terms and conditions apply to the contractual relations between the FoxhandLing Unipersonnelle Company and the client company, hereinafter referred to as “the Client” or “the principal”; together they are referred to as “Parties”.

The Customer's general conditions of purchase expressly accepted by FoxhandLing may supplement these general conditions and the special conditions insofar as they are not contradictory with them and remain in accordance with laws and regulations.

Any derogation from these general conditions must be expressly accepted in writing by FoxhandLing.

“Writing” means, within the meaning of these general conditions, any document drawn up 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 FoxhandLing are accessible at any time on the company's website. [www.foxhandling.eu](http://www.foxhandling.eu)).

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

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

Are an integral part of the contract:

- these general terms and conditions;



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

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

### **2.2 Definition of needs, call for tenders and offers**

Any call for tenders or any order not relating to a standard mission must include the definition established by the Client, under his responsibility, of all the specifications necessary for the performance of 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. He must define his needs with precision and relevance and guide FoxhandLing on the means that it must implement to meet these needs.

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

FoxhandLing cannot be held responsible for any omission or error contained in the definition provided by the client.

The offer is considered firm only if it is accompanied by a period of validity. Similarly, any change in the definition of the Customer's needs may lead to the revision of the offer accordingly.

## **3 Quotations and Orders**

### **3.1 Estimate**

The contractual relations between FoxhandLing and the Customer must be the subject of a prior quote from FoxhandLing.

The quotes detail precisely the services, services or missions offered, depending on the request, the call for tenders or the definition of the 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 FoxhandLing are valid for a period indicated in the same quote.

### **3.2 Placing of orders**

The order must be in writing. It is sent to FoxhandLing by any written means.



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The issuing of the order by the Customer, even in accordance with the estimate proposed by FoxhandLing, will only constitute formation of the contract subject to express acceptance by FoxhandLing.

Acceptance of the order is made by any written means.

Any order expressly accepted by FoxhandLing shall be deemed to entail acceptance by the Customer of the estimate or offer from FoxhandLing on the basis of which the order was placed.

The order specifies in a firm manner the description of the services, services or assignments agreed, the tariff(s) applicable thereto and the deadlines for their execution.

The Parties acknowledge, however, that it may be difficult to determine precisely on the day the contract is signed or the order is accepted, the exact scope of the services, services or assignments necessary to meet the Customer's needs; and that therefore, services, services 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 the services, services or missions, would only have an indicative nature and could not engage FoxhandLing, nor in any case constitute a fixed price contract within the meaning of the provisions of articles 1793 and following of the civil code. .

FoxhandLing is only required to provide the services, services or assignments referred to in an accepted order. Notwithstanding the foregoing, if FoxhandLing provides services, benefits or missions at the request of the Customer without the Parties having previously regularized an order, these services, benefits or missions will be subject to all the terms and conditions of these general conditions of sale, and FoxhandLing's rates applicable on the day of the performance of the services, services or assignments will automatically apply.

### **3.3 Editing orders**

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

Any modification, non-performance or suspension of the contract on the initiative or at the request of the Customer, will lead to a renegotiation of the initial economic conditions allowing the compensation of FoxhandLing.

### **3.4 Order cancellation**

The order expresses the Customer's consent irrevocably; he cannot therefore cancel it, unless FoxhandLing expressly agrees in advance.

In this case, the Customer will indemnify FoxhandLing for all costs incurred and for all direct and indirect consequences resulting therefrom.

In addition, the sums already paid will remain with FoxhandLing.



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

### **4.1 Estimate requiring major preparation work**

Estimates requiring major preparatory work, studies or special experiments are considered to be real studies. If a study carried out is not followed by an order for a benefit, service or assignment, the costs incurred will be invoiced to the client and the documents returned.

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

All plans, studies, descriptions, technical documents or quotes given to the other Party are communicated within the framework of a loan for use, the purpose of which is the evaluation and discussion of FoxhandLing'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 FoxhandLing.

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

FoxhandLing retains all material and intellectual property rights over the loaned documents. These documents must be returned to FoxhandLing on first request.

The same applies to the studies that FoxhandLing offers to improve the definition of needs and expectations established by the Client. These studies remain his exclusive property and may not be communicated, executed or reproduced without his written authorization.

These modifications accepted by the Client cannot lead to a transfer of liability against FoxhandLing.

Payment for studies does not entail any transfer of any intellectual property right to the benefit of the Customer.

Any transfer of intellectual property rights or know-how must be the subject of a contract between FoxhandLing and the Customer.

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

### **5.1 Modalities for the execution of services, benefits or missions**

FoxhandLing puts its expertise in Engineering and Consulting at the service of the Client for the purpose of carrying out the services, services or missions entrusted to it.

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

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



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

FoxhandLing is never bound by an obligation of result, with the sole exception of the confidentiality obligations defined in article 6.2.

In the event that FoxhandLing is responsible for a transition management mission for the Client, FoxhandLing may not perform any function that may lead to the requalification of its intervention as a fixed-term, indefinite or interim employment contract.

### **5.2 Places of performance of the services**

The place of performance of the services and benefits will essentially be the offices of FoxhandLing or its various places of residence.

FoxhandLing 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, short training period. The Customer undertakes in all cases to have FoxhandLing accompanied to ensure his safety and that of his property (computer, mobile phone, vehicle); It is an obligation of result.

### **5.3 Deadlines for the execution of services, services or assignments**

Delivery times run from the later of the following dates:

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

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

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 assignments carried out by FoxhandLing under 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 performed remain the exclusive property of FoxhandLing.



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Any assignment of intellectual property rights or know-how must be the subject of a contract with FoxhandLing.

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

### **6.2 Confidentiality clause**

The Parties reciprocally agree to a general obligation of confidentiality relating to all oral or written information, whatever it is and whatever the medium (discussion reports, plans, exchanges of computerized data, activities, installations, projects, know-how, products etc.) exchanged within the framework of the preparation and execution of the contract except for information which is generally known to the public or that which will become so other than by the fault or the act of the Customer.

Consequently, the Parties undertake to:

- keep all confidential information strictly secret, and in particular never to 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 to use all or part of the confidential information for any purpose, or for any activity, other than the execution of the contract;
- not to copy or imitate all or part of the confidential information.

The Customer 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.

This obligation is an obligation of result.

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

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

The Customer indemnifies FoxhandLing against the direct or indirect consequences of any action for civil or criminal liability resulting in particular from an action for infringement or unfair competition.

## **7 Cases of unforeseeability and force majeure**

### **7.1 Hardship clause**

In the event of the occurrence of an event beyond the control of the Parties compromising the balance of the contract to the point of making it detrimental,



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

The following events are particularly targeted: change in the exchange rate, change in legislation, change in the financial situation of the Client.

Failing agreement between the Parties, FoxhandLing shall have the option of terminating the contract subject to one (1) month's notice.

### **7.2 force majeure**

None of the Parties to this contract may be held liable for its delay or failure to perform one 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 disaster – earthquake, storm, fire, flood, etc.
- armed conflict, war, conflict, attacks
- labor dispute, total or partial strike at the Client
- labor dispute, total or partial strike at suppliers, service providers, carriers, posts, public services, etc.
- illness of the sole manager of FoxhandLing. Indeed, FoxhandLing being a one-person company without employees, it is the manager who provides the missions and services himself. Any illness preventing him from carrying out his duties is considered as force majeure.

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

If the duration of the impediment exceeds ten (10) working days, the Parties must consult each other within five (5) working days following the expiry 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 FoxhandLing. They are established in Euros, excluding taxes, except for special provisions provided for in the order or the contract.

Prices can be calculated on a flat rate, hourly or daily basis. They are expressed in euros and are subject to the 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 during the establishment of the estimate and are revisable according to the conditions provided for in the contract.



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

Are not included in the price of the offer, all the extraordinary costs engaged by FoxhandLing and necessary for the good realization of the mission as well as the costs of any additional or unforeseen service requested by the Customer.

All costs or services not included in the price of the services, services or assignments listed in the offer will be reimbursed to FoxhandLing. The supporting documents will be available to the Customer on simple request.

FoxhandLing's travel expenses to visit the Customer's premises, its customers, partners, subcontractors or suppliers, as part of its missions, will be reimbursed to FoxhandLing. The supporting documents will be available to the Customer on simple request.

## **9 Payment**

### **9.1 Payments**

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

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:

- In cash on the day of execution of the actual order;
- Down payment in % on order and balance on execution of the actual order;
- Progressive billing according to the progress of the mission.

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

### **9.2 Payment period**

The invoice is payable upon receipt, and in any case, without exceeding the deadlines provided for by article L441-6 of the Commercial Code. Any clause or request tending to set or obtain a payment period longer than this maximum period, and except for 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 law of modernization of the economy n°2008-776 of August 4, 2008 and is liable in particular to a civil fine of up to two million euros.





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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 Customer cannot defer the contractual payment due date if the execution of the services, services or assignments is delayed or cannot be carried out for any reason beyond the control of FoxhandLing.

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

In the absence of provisions agreed between the Parties, the services, services or additional or additional assignments, or performed during the contract, are invoiced monthly and payable in cash, net and without discount.

### **9.3 Late payment**

Pursuant to the 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 them due automatically, from the first day following the date of payment appearing on the invoice:

- a) Late payment penalties, determined by applying an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.
- b) A lump sum compensation for recovery costs, in the amount of 40 euros. Pursuant to the aforementioned article L441-6, when the recovery costs incurred exceed the amount of this fixed compensation, FoxhandLing is also entitled to request justified additional compensation.

In addition to these penalties and indemnities, any delay in payment of a due date entails, if FoxhandLing sees fit, the forfeiture of the contractual term, with all sums due becoming immediately payable.

In the event of late payment, FoxhandLing may immediately suspend the execution of the services, services or assignments in progress, without this suspension being reproachable to it in any way, neither in principle nor in its consequences for the Client, and without incur any liability as a result.

FoxhandLing may also exercise its right of retention on all exhibits, 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 not can be blamed 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 FoxhandLing avails itself of one and/or the other of these provisions does not deprive it of the ability to implement the retention of title clause stipulated in article 10.6.

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

In the event of a deterioration in the Client's situation noted by a financial institution or evidenced by a significant delay in payment or a delay in the return of drafts or when the financial



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situation differs significantly from the data made available, delivery will only take place in return for immediate payment.

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

In the event of sale, assignment, pledge or contribution to a company of its business, or a significant part of its assets or equipment by the Customer, FoxhandLing reserves the right and without remains :

- to pronounce the forfeiture of the term and consequently the immediate payment of the sums still due for any reason whatsoever;
- to immediately suspend the execution of the services, services or assignments in progress, without this suspension being blamed in any way, neither in principle nor in its consequences for the Client, and without incurring any liability as a result;
- to note on the one hand, the resolution of all the contracts in progress and on the other hand to practice the retention of the parts, documents, productions, elements, reports in its possession, until fixing of the possible indemnity, without this retention being able to be reproached to him in any way, neither in its principle nor in its consequences for the Customer, and without incurring any responsibility for this fact.

### **9.5 Payment Clearing**

The Customer is strictly prohibited from any illicit practice consisting of automatically debiting or invoicing automatically or issuing automatic credit notes to FoxhandLing any sum which has not been expressly recognized by the latter as definitively due under its liability. . Any automatic debit will constitute an unpaid amount and will give rise to the application of the provisions of article 10.2 in terms of late payment.

However, the Parties reserve the right to resort to legal or contractual compensation of debts, under the conditions provided for by law.

### **9.6 Legal guarantee of payment in the event of a subcontract**

When the contract concluded is part of a chain of business contracts within the meaning of Law No. 75-1334 of December 31, 1975, the Customer has the legal obligation to have FoxhandLing accepted by his own client. He also has the obligation to have FoxhandLing's payment conditions accepted by the latter, and to provide the payment guarantee provided for in the legal provisions.

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

In accordance with article 3 of the law of 1975, the absence of presentation or approval makes it impossible for the Customer to invoke the contract against FoxhandLing. This impossibility is aimed in particular at the challenges relating to any lack of conformity in the definition of the Customer's needs and expectations. However, in accordance with said article, the Customer remains bound to the subcontractor to perform its contractual obligations.



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Under these general terms and conditions, the law of 1975 is considered as international police law applicable via the Customer to foreign end Customers.

### **9.7 Retention of title**

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

FoxhandLing retains full ownership of the goods covered by the contract until effective payment of the full price in principal and incidentals. Failure to pay any of the installments may result in the claim of these assets.

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

However, from the time of delivery, the Customer assumes responsibility for any damage that these goods may suffer or cause for any reason whatsoever. Until full payment, the goods may not be resold, transformed or incorporated without the prior agreement of 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 retention of title, FoxhandLing may demand, without losing any of its other rights, by registered letter with acknowledgment of receipt, the restitution 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 FoxhandLing, the Customer undertakes, at the first request, to authorize the inventory of the parts in his possession and this, without the need for any procedure of any kind. nature whatsoever.

In addition, FoxhandLing may automatically terminate the contract by registered letter with acknowledgment of receipt. Without prejudice to any other damages, the Customer, in addition to his obligation to return the goods, will owe a termination indemnity 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 FoxhandLing's liability**

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

Indeed, the Client, acting as a "client", is in a position, through his professional competence in his specialty, to precisely define the service, the service or the mission according to his own industrial data or commercial or those of its Customers.

FoxhandLing must perform the delivery, service or mission requested by the Client, in compliance with the rules of the art of its profession.



### **10.2 Limitations and Exclusion of FoxhandLing's Liability**

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

Under no circumstances may this liability exceed the amount of the price of the services, services or assignments owed by the Client under the accepted estimate, or the accepted order, or the contract signed between the Parties, and only on the price of the services, services or assignments subject to the questioning of FoxhandLing.

FoxhandLing is not required to repair the harmful consequences of faults committed by the Customer or third parties in connection with the execution of the contract.

FoxhandLing is not liable for damages resulting from the use by the Client of technical documents, information or data emanating from the Client or imposed by the latter.

Under no circumstances, and whatever the basis for the liability invoked, including in the event of gross negligence, will FoxhandLing be required to compensate incidental, indirect or consequential damages, any more than immaterial, direct or indirect, consequential damages or not, such as: operating losses, profit, chance, commercial damage, loss of profit, loss or degradation of image; even if FoxhandLing has been advised of the possibility of the occurrence of such damages.

FoxhandLing's liability is excluded:

- for defects resulting from a design made by the Customer, 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 use that does not comply with the destination of the deliverable, the rules of the art or the recommendations or recommendations of FoxhandLing;
- in the event of intervention by the Customer or a third party on the product delivered without the express agreement of FoxhandLing.

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

The civil liability of FoxhandLing, all causes combined 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 Customer guarantees the waiver of recourse by its insurers or third parties in a contractual relationship with it, against FoxhandLing or its insurers beyond the limits and exclusions set out above.



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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 the obligations of FoxhandLing, the price of the services, benefits or missions agreed, the amount of compensation that FoxhandLing may be required to pay the Customer in the event of his liability being called into question, and the stipulations of the insurance policy covering FoxhandLing's professional civil liability. The Customer is aware that the rates charged by FoxhandLing are determined according to 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 FoxhandLing for any reason whatsoever must be served, on pain of foreclosure, by extra-judicial document within six (6) months running from the date on which the Customer had or should have, or had the possibility of having knowledge of the non-performance, the violation, or the act likely to found his claim.

### **11 Protection of personal data**

In accordance with law n ° 78-17 of January 6, 1978 as well as regulation (EU) 2016/679 of April 27, 2016, FoxhandLing undertakes to process only the Customer's data strictly necessary for the performance of its Services. .

FoxhandLing undertakes to keep the data processed only for the period strictly necessary for the accomplishment of its mission and the proof of the proper performance of its Services, subject to legal obligations.

FoxhandLing declares that it has the technical and human resources necessary to ensure the security and confidentiality of the data transmitted by the Client.

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

The Parties having been chosen according to their personality, the Customer is expressly prohibited from assigning, pledging, or transferring in any way whatsoever (in particular by means of a merger, split, universal transfer or not of assets or contribution total or partial assets), the agreed Contract and the rights resulting from it for him, in whole or in part, against 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 FoxhandLing.

FoxhandLing 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 under 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 assignments and their results.



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

Throughout the period during which FoxhandLing will provide services, benefits or assignments, and for a period of one (1) year from the completion of these services, benefits or assignments, FoxhandLing and the Client are prohibited from soliciting in any way, whether for salaried employment or for the mission of an independent contractor, an employee, partner or collaborator of the other Party, without the prior written consent of the other Party.

As used in this section, the term “Solicit” does not include general solicitations, such as newspaper advertisements, trade publications on the Internet.

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

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

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

The fact that one or other of the Parties 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 this Party. to the rights resulting for it from the said stipulation.

### **16 Duration and Termination**

#### **16.1 Duration of benefits**

The duration of the agreed services, services or assignments is defined in the accepted estimate, 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 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 giving it formal 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 at the end 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, services or assignments concluded within the framework of its execution, without notice.



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Notwithstanding the foregoing, in the event of the impossibility of remedying the alleged non-performance or of ceasing the prohibited conduct, the non-defaulting Party shall have the right to terminate the agreed contract, as well as all the services, orders, services or assignments concluded in as part of its execution, before the expiry of the aforementioned fifteen (15) day period.

In the event that one of the Parties ceases to exercise its activities, is no longer solvent, is in liquidation or receivership, each Party shall also have the right to terminate the Contract in advance, after formal notice sent by registered letter, with acknowledgment of receipt to which the recipient Party has not taken the appropriate action within fifteen (15) days of receipt of the formal notice, subject to the provisions of Articles L.622-13 and L.641-11- 1 of the Commercial Code.

### **16.3 Effects of termination**

In the event of termination of the Agreement agreed by either Party, FoxhandLing shall immediately cease all performance of the services, benefits or assignments, and the Customer shall pay FoxhandLing without delay for all services, benefits or assignments performed or provided up to on the effective date of such termination. Termination of the contract(s) shall in no way release the Customer from 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 bonds**

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

## **17 Amicable settlement of disputes**

The Parties undertake to attempt to settle their disputes amicably before seizing the competent Court.

In the event of a dispute of a technical nature relating to the products or services, services or assignments provided or carried out by FoxhandLing, 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 strive to resolve the said dispute amicably within one month of notification by registered letter with acknowledgment of receipt of the dispute by one or other of the Parties.

## **18 Notifications**

All notifications and other communications that must or may occur under the Contracts concluded between the Parties or required by law or regulation must be in writing and will be, unless expressly waived by these general conditions or specific agreements concluded between the Parties, deemed to have been validly performed in the event of: notification by extra-judicial act, hand delivery against signature, sending by registered letter with acknowledgment of receipt,



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sending by electronic registered letter, sending by electronic mail confirmed by an acknowledgment of receipt and an acknowledgment of reading, or sending by a fast courier service delivering the envelopes in 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 FoxhandLing or even failing that, on the estimate accepted by the Customer, or to such other address as the receiving Party may subsequently designate for the receipt of notices 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 the exclusive jurisdiction of the commercial court in whose jurisdiction FoxhandLing's domicile is located, even in the event of an appeal and multiple defendants.

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