

B TO B GENERAL CONDITIONS OF SALE

afcen

PREAMBLE

The AFCEN, a declared association created in 1978, registered with the SIRENE [official supplier of information concerning establishments] Registry under SIRET [number for identifying companies] number 326 754 207 00032, having its registered office within the Tour Areva, located 1 Place Jean Millier - 92400 COURBEVOIE (hereinafter «the Afcen»), is an entity bringing together a large number of major players in the nuclear industry, both at the national and international levels.

The purpose of the Afcen is to develop technical rules, formalised in codes and other reference documents, for the operation of nuclear reactors. In order to be able to produce such technical rules allowing for a high level of quality and safety, the Afcen created groups of experts capable of furnishing industrial experience feedback and a real advance in knowledge in such matters.

In connection with its activities, the Afcen edits and exploits the Internet site <http://www.afcen.com/> (hereinafter the «Site»), from which it proposes, in particular, all of its publications, codes and other professional documents (hereinafter the «Publications»).

Accordingly, these general conditions of sale (hereinafter the «GCS») shall apply to all purchases of Products, in particular:

- all purchases of Publications made on the Site;

By a professional (hereinafter the «Client») on the Site.

NB

Any order placed on the Site necessarily implies acceptance of the GCS, without reservation and waiver of the Client's general conditions of purchase, if any.

1. DEFINITIONS

The terms set out below shall have the following meanings in these GCS:

- «**Digital Library**»: means the area of the Site where the Client may download digital Publications for which he has previously acquired a licence.
- «**Client**»: means the Afcen's co-contractor, who warrants being a professional as defined by law and French case law. In this regard, it is expressly provided that the Client is acting within the framework of his usual or commercial activity.
- «**Membership Fees**»: means the fees that the Client may pay to become a member of the Afcen and accordingly support its activity.
- «**Personal Area**»: means the interface at which the Client can connect to the Site in order to have access to his personal information, invoices and the Digital Library.
- «**Delivery**»: means the first presentation of the Paper Publications ordered by the Client. Such Delivery shall be made by delivery of the Publications to the delivery address mentioned at the time of the order.
- «**Products**»: means, collectively, all of the items sold by the Afcen on its Site, in particular the Publications, Reservations for events, as well as Membership Fees.
- «**Publication**»: means all editorial content, whether in digital or paper form that the Afcen published on the Site and proposes for sale, in particular the codes, technical publications, amending docu-

ments, as well as updates. The term means collectively either Paper Publications or Digital Publications.

- «**Digital Publication**»: Means any Publication made available to a Client by the Afcen in dematerialised form. When such Digital Publications are acquired by a Client, they shall be available on the Digital Library in his Personal Area and may be downloaded in the form of a PDF file.
- «**Paper Publication**»: Means any Publication made available to a Client by the Afcen in the form of a physical work in paper form, delivered to the Client's address.
- «**Reservation**»: means the price to be paid by a Client in order to be able to attend an event organised by the Afcen, the access to which is proposed for sale directly on the Site.
- «**Downloading**»: means the method for making Digital Publications available to the Client by the Afcen. Downloading of Digital Publications shall be made via the Digital Library, available on the Client's Personal Area.
- «**Territory**»: means the geographic zone within which the Afcen is capable of delivery.
- «**User**»: means any person who has access to and browses the Site.

2. PURPOSE

These GCS shall govern the sale by the Afcen to its Clients of the Products on the Site.

The Client is hereby clearly informed and acknowledges that these GCS shall govern all orders placed by the Client on the Site with a view to the purchase of a Product.

3. ACCEPTANCE OF THE GENERAL CONDITIONS

Absent a written framework agreement between the Afcen and the Client, these GCS and those that may be agreed to or negotiated shall be valid for a given sale only. The fact that they may be repeated from one sale to another shall under no circumstances create a vested right for the benefit of the Client nor any framework agreement whatsoever between the Afcen and the Client.

The Client shall read these GCS attentively and accept them before payment of an order for Products placed on the Site. Reference to these GCS shall be made on the bottom of each page of the Site by means of a link and must be consulted then accepted before placing an order. The Client is requested to attentively read, download and print the GCS and keep a copy thereof.

The Client shall read the GCS at the time of each new order; the latest version of said GCS shall apply to each new Product order.

By clicking on the first button in order to place the order and then on the second to confirm said order, the Client shall thereby acknowledge having read, understood and accepted the GCS without any limitation and unconditionally.

4. CONTRACTUAL DOCUMENTS

These GCS are comprised of the following contractual documents:

- This document;
- The Annexes.

It is understood that these contractual documents are mutually explanatory. However, in the case of contradiction or divergence between the terms of these contractual documents, they shall prevail in the order that they are enumerated above, the higher ranking document prevailing over the lower ranking document.

5. INFORMATION RELATING TO THE CLIENT

The Client shall be requested to furnish information enabling it to be identified by completing the form available on the Site. The sign (*) indicates the mandatory fields that must be completed in order that the Client's order be processed by the Afcen.

The information that the Client furnishes to the Afcen when placing an order must be complete, accurate and up-to-date. The Afcen reserves the right to request that the Client confirm his identity, eligibility and the communicated information by all appropriate means.

6. ORDERS

6.1. Characteristics of the Products

The Afcen shall display the essential characteristics of the Products on the Site and information that is mandatory by virtue of applicable law.

The Client consequently agrees to read them attentively before placing an order on the Site.

After familiarising himself with such characteristics, the Client, under his sole responsibility and depending on his own needs, shall choose the Product or Products he will be ordering. In no manner may the Afcen be held liable in this regard.

The availability of the Products shall be displayed on the Site. Unless otherwise expressed on the Site, all Products sold by the Afcen shall be new and comply with European law in effect and applicable French standards.

6.2. Ordering procedure

Product orders shall be placed directly on the Site. The Client shall follow the stages described below.

6.2.1. Selection of Products and adding to the cart

The Client shall select the Product or Products of his choice by clicking on the Product or Products in question and choosing the desired quantity or also the characteristic of the desired Product, as the case may be. Once the Product is selected it shall be placed in the Client's cart. The Client may add as many Products as he wishes to his cart.

6.2.2. Placing the Order

Once the Products are placed in his cart, the Client must click on the cart and verify that the content of his order is correct.

1. In order to definitively validate this cart, the Client shall then, if he has not yet done so, identify or inscribe himself on the Site by creating an account. The Client may not definitively validate his order until he has been identified.
2. After identifying himself, the Client shall enter or confirm his billing address, which shall allow for adapting the price depending on new applicable taxes, as the case may be.
3. Once these initial stages have been completed, a page shall be displayed to the Client summarising all the characteristics of his order, his billing and delivery addresses, as well as his intra community VAT number.
4. Following verification the Client may then:
 - Modify his cart;

- Modify the information concerning him;
- Request an estimate for the order in progress;
- Validate his order and pay.

Placed orders shall include all information necessary for their processing.

The order shall be definitively validated upon full payment of the price of the ordered Products, in principal and incidental costs; the sale concluded between the Afcen and the Client shall, however, be subject to the condition subsequent that the ordered Product be available.

The order shall be cancelled if it turns out that the Client has not totally or partially paid other prior orders placed on the Site.

6.2.3. Acknowledgement of receipt

Once all the above-described stages are completed, a page shall appear on the Site in order to acknowledge receipt of the Client's order. Such acknowledgement of receipt shall, more particularly, furnish the Client with an order number.

A copy of the acknowledgement of receipt of the order shall be automatically sent to the Client by e-mail, provided that the e-mail address communicated by means of the inscription form is correct.

The Afcen shall not send any order confirmation by regular mail or by fax.

6.2.4. Invoicing

During the ordering process the Client shall enter the information necessary for invoicing (the sign (*) shall indicate the mandatory fields to be completed in order that the Afcen process the Client's order).

In particular, the Client shall clearly indicate all information relating to Delivery, notably the exact Delivery address, his intra community number, as well as any access code to the Delivery address.

Neither the order form that the Client establishes on-line, nor the acknowledgement of receipt of the order that the Afcen sends to the Client by e-mail shall constitute an invoice.

Regardless of the order or payment method used, the Client shall receive the original of the invoice upon Delivery of the Products, in downloadable document via his Personal Area on the Site and in hard copy inside the package, for paper book orders.

6.3. Date of the order

The date of the order shall be the date on which the Afcen validates it once payment of the order is received in full. The time limits mentioned on the Site shall not begin to run before such date.

6.4. Prices

With respect to all Products, the Client shall find on the Site the prices displayed in euros, excluding taxes, as well as delivery costs that may be applicable.

Prices shall include, in particular, value added tax (VAT) at the rate in effect on the date of the order, depending on the country of Delivery. Any modification of the applicable rate may impact the price of the Products as of the date the new rate enters into effect.

The applicable VAT rate to be applied, as the case may be, shall be expressed in a percentage of the value of the Product sold.

Absent serious errors, the indicated prices shall be valid. The applicable price shall be that mentioned on the Site on the date on which the Client places the order.

In the case of failure to pay or delay in making payment, the Afcen shall apply late payment penalties calculated as follows:

$$\text{Late payment penalties} = (\text{amount of the invoice, inclusive of all taxes} * \text{LEGAL RATE APPLICABLE FOR THE HALF-YEAR}) * (\text{number of late days in the half-year} / 365)$$

The applicable legal rate means the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

Late payment penalties shall be due the day following the date of payment appearing on the invoice without need for any reminder. Any Client who is late in making payment shall *ipso jure* owe the creditor a lump-sum indemnity for collection costs in an amount of 40 euros. Whenever the collection costs incurred exceed the amount of this lump-sum indemnity, the Afcen may request additional indemnification, upon supporting evidence.

7. PAYMENT

Once he has definitively validated his order, the Client shall then go on to the payment stage of the order.

7.1 Means of payment

The Client may pay for his Products on-line on the Site according to the means the Afcen proposes. He may choose between the following means of payment:

- By check;
- By bank transfer.

The Client warrants to the Afcen that he has all required authorisations in order to use the selected means of payment.

All information relating to payment furnished on the Site shall be transmitted to the Site's bank and shall not be processed on the Site.

7.2. Payment times

The maximal time limit for payment of sums due by the Client shall be the thirtieth (30th) day following the date of receipt of the invoice for the Products.

In case of periodic invoices, such time limit may not exceed forty-five (45) days as of issuance of the invoice.

7.3. Date of payment

In case of a single payment by credit card, the Client's account shall be debited once the order of Products is placed on the Site.

7.4. Payment refusal

Whenever the Client chooses to pay by bank card, and if payment is refused, the Client shall then be redirected to the page relating to choice of payment; if not, a message shall inform him that his payment has in fact been registered.

Regardless of the method of payment selected, in the event where, regardless of the reason, whether stop payment, refusal or otherwise, transmission of the flow of money due by the Client proves to be impossible, the order shall be cancelled and the sale automatically terminated.

8. TRANSFER OF TITLE

The Afcen shall maintain title to the Products up until full payment of the price, in principal, interest and incidental costs, even in case of the granting of payment extensions.

Any contrary clause inserted, in particular, in the Client's general conditions of purchase, shall be deemed void *ab initio*.

In this regard, if the Client is placed in reorganisation or judicial liquidation, the Afcen reserves the right to make a claim within the framework of the bankruptcy proceeding for Products sold which have not been paid.

The Client shall be the depository and bailee of the Products as from their Delivery.

In the case of failure to make payment and unless the Afcen prefers requesting full and entire performance of the sale, the Afcen reserves the right to consider the sale rescinded due to breach 15 days after the sending of formal notice that goes unheeded and making a claim for the delivered goods, return costs to be borne by the Client; the Afcen shall retain the payments made by way of a penalty clause.

9. JOINING THE AFCEN

The Client may become a member of the Afcen, via the Site, by paying Membership Fees.

10. RESERVATION FOR AN AFCEN EVENT

The Client may, via the Site, reserve a place for an event organised by the Afcen, as the case may be.

11. MAKING PUBLICATIONS AVAILABLE

Publications may be made available pursuant to two methods:

- With respect to Paper Publications: via a physical Delivery to the Client's delivery address
- With respect to Digital Publications: by downloading.

11.1 Delivery

The Afcen hereby draws the Client's attention to the fact that the Products shall not be shipped before final validation of the order, which validation shall not occur until full payment of the Products.

The terms, conditions and consequences of Delivery are set forth in Annex 1.

11.2 Downloading - license

Whenever the Client chooses to acquire Digital Publications, they shall be made available to the Client in digital form, available by means of downloading. In order that the Client may access the file containing the Publication, an e-mail shall be sent to him following the placing of his order together with an access key to the Publication and a link to the Digital Library available from his Personal Area.

Accordingly, whenever the Client acquires Digital Publications, the Afcen shall grant the Client a licence for the selected Publication as set out in Article 13.1, allowing him to download such Publication in PDF format a certain number of times depending on the choices made by the Client.

The Client may access the Digital Publications by two separate methods:

- By means of a one-off purchase of a Digital Publication;
- By means of taking out a subscription to the Digital Publication.

11.2.1. One-off purchase of a Digital Publication

Whenever the Client chooses to purchase a Digital Publication from time to time, a digital «key» shall be delivered to him following his order, allowing access to the Digital Library via his Personal Area.

The Afcen shall then grant him a licence enabling him to have access during seven (7) days, via the Digital Library, to the purchased publication.

Whenever the Client chooses to purchase a Digital Publication from time to time, he must choose the number of licences he wants to purchase, depending on the number of users he wants to provide an access to the Digital Publication. Indeed, each time a new user enters the digital «key», it is considered as the use of a license previously granted by AFCEN.

The Digital Publication shall be available for download in PDF format during seven (7) days, by as many users as the number of copies purchased.

11.2.2. Taking out a subscription to a Digital Publication

Taking out a subscription to a Digital Publication allows the Client unlimited access during the duration of the subscription to the dematerialised version:

- Of the selected Digital Publication, in the various available languages;
- To the strictly prior editions of the Digital Publication, depending on the subscription purchased, in the various available languages;
- To the various modifications and other updates, in the various available languages;
- To the PTAN and criteria that may be associated with the Digital Publication in the subscription purchased.

Whenever the Client takes out a subscription, he must choose the number of licenses he wishes to purchase depending on the number of users to whom he wishes to furnish access to the subscription. In fact, each time a new user enters the access key to the subscription, this shall be considered as the use of a licence previously granted by the Afcen.

Accordingly, the Client may purchase several licenses for each subscription. Each licence shall give a user the right to an unlimited number of downloads with respect to the purchased Digital Publications during the duration of the subscription.

11.2.2.1. Duration of the subscription

The duration of the subscription shall be one (1) year.

11.2.2.2. Termination

The Afcen may *ipso jure* terminate the Client's subscription, without any compensation, and without being held liable therefor, in the event that the Client breaches any clause whatsoever of these GCS. The Client's breach must, however, be previously notified by the Afcen and cannot be cured within thirty (30) days as of receipt by the Client of notification from the Afcen.

It is understood that the Afcen may also terminate the Client's subscription forthwith and without compensation in the case of breach of these GCS by the subscriber the consequences of which would be clearly irremediable or in case of patent urgency in causing the disturbance arising from the breach to cease.

12. TRANSFER OF RISKS

Unless otherwise agreed to by the parties, the transfer to the Client of the risks of theft, loss, deterioration or destruction shall occur at the time of physical Delivery or if delivery is made to a carrier at the time of delivery of the goods to the initial carrier.

13. INTELLECTUAL PROPERTY

13.1 Intellectual property of Publications

The Afcen is the holder of all intellectual property rights to the Publications proposed on the Site or is the exclusive or non-exclusive concessionary thereof. Each Publication is subject to legal protection.

The making available of the Publications presupposes the granting of a licence of use by the Afcen in the form of a one-off purchase or the taking out of a subscription. Such licence shall be non-exclusive and non-transferable to third parties. Failing agreement, the Client shall interrupt use and return the Publication, at his expense.

A one-off purchase of a Publication or an on-line subscription shall not entail any transfer whatsoever to the subscriber of any property right concerning the property rights to the Publications.

Moreover, the Client shall not infringe the rights of reproduction, dissemination and any other property rights held by the Afcen in any manner whatsoever.

The Client shall not make any use of the Publications for other than purely documentary purposes; in the same way, he may not publish, disseminate or sell, regardless of the manner, those Publications to which he has access and, more generally, whether directly, indirectly or through third parties, employees or collaborators, infringe the Afcen's rights to such Publications in any manner whatsoever.

Consequently, any Publication that shall be reproduced, disseminated, modified, or used, whether for personal or commercial use, whether totally or partially, presupposes authorisation from the Afcen under pain of judicial or extra judicial proceedings.

Accordingly, any use of the Publications for any purpose other than those set forth above shall be strictly prohibited: sale, resale, rental, transfer to third parties, free of charge or for consideration, etc.

In this regard, the Client shall not modify, delete, bypass or infringe any technical protective measures that the downloaded files containing the Digital Publications contain for the protection of copyright.

In any event, the Client is hereby informed that the Digital Publications may be downloaded in the form of a watermark PDF file mentioning the identity of the Client to whom a licence of use has been granted.

13.2 Intellectual property of the Site

All the visual and sound elements of the Site, including the underlying technology that is used, shall be protected by copyright, trademark and/or patent law.

These elements are the Afcen's exclusive property. Any person editing a web site and who is desirous of creating a direct hypertext link to the Site must request the Afcen's authorisation in writing.

Under no circumstance shall such authorisation from the Afcen be granted in a definitive manner. Upon request by the Afcen such link shall be deleted. Hypertext links to the Site using techniques such as framing or in-line linking shall be strictly forbidden.

14. RETURN - WITHDRAWAL

Considering the fact that the parties are acting as professionals in connection with the GCS, the Client shall not be entitled to any right of withdrawal.

However, in the event that Delivery of a Paper Publication to a Client:

- Is the result of an error by the Afcen in the dispatch of the Products, or
- Contains a deteriorated or incomplete Product,

the Client may make a return request if made in writing within five (5) business days following the date of invoice.

15. WARRANTIES

The Afcen shall be bound by a warranty due to latent defects in the Product sold rendering it unfit for the purpose for which it was intended, or which so decreases its use that the Client would not have acquired it or done so at a lesser price if he had been aware of such defects.

Such warranty shall allow a Client who proves the existence of a latent defect to choose between reimbursement of the price of the Product if the Product is returned and reimbursement of a part of its price if the Product is not returned.

In the event that replacement or repair is impossible, the Afcen shall return the price of the Product within thirty (30) days from receipt of the returned Product and in exchange for the return of the Product by the Client.

An action for latent defects must be brought by the Client within two (2) years as from discovery of the defect.

Nevertheless, the Afcen does not warrant the accuracy of the Publications or how current they are in spite of the care taken in creating them.

16. LIABILITY

The Afcen does not expressly nor impliedly warrant the relevance of use for a particular purpose of the information contained on the Site or in the Publications, its adaptation to a specific function, accuracy or how current it is, in spite of all the care taken in relation thereto.

Absent public policy provisions to the contrary, the Afcen shall not be liable for the occurrence of any damages, regardless of the nature thereof, directly or indirectly resulting from the use of or impossibility to use the Publications and other Products, in particular:

- the Afcen shall not be liable for the occurrence of any special damages, whether indirect or incidental such as, in particular, decreased production, and loss of profits, even if the Client had been informed of the possibility of the occurrence of such damages or losses;
- under no circumstances shall the Afcen be liable for the loss or destruction of any property, damage or expenses whose direct or indirect origin is the use, improper use, or incapacity to use the Publication or the Product by the Client, independently or in combination with another product;
- the Afcen shall not be liable for any commercial loss whatsoever;
- under no circumstances shall the Afcen be bound to furnish replacement material.

Under no circumstances shall the Afcen's contractual liability, as it might exist pursuant to these GCS, exceed the amount of the sums paid or remaining to be paid by the Client for the purchase of the Product in question.

The Afcen does not control the web sites directly or indirectly connected to the Site. Consequently, it refuses any liability for the information published thereon. Links to third-party web sites are furnished for information purposes only and no warranty is furnished with respect to their content.

16.1 Technical conditions

Unless otherwise indicated, the downloading of Digital Publications shall be in PDF format.

The Client must dispose of a high debit Internet connection or a connection to a mobile Internet network (3G at least) in order to download; connection costs shall be borne by the Client.

Downloading shall be accessible 24 hours a day. This service may be suspended for corrective or ongoing maintenance necessary for the continuity and improvement of the downloading. Clients shall be informed on the Site of the unavailability of the downloading service.

Considering the complexity of the Internet network, interruptions may occur related to:

- maintenance operations;
- viruses;
- in the case of an abnormal or unlawful use of the Site;
- the occurrence of cases of force majeure;
- the occurrence of events independent of its will interfering with the proper running of the downloading due to the fault of third parties (Internet access supplier, external maintenance, etc.);

without the Afcen being able to be held liable therefor.

The downloaded file shall be readable on all media capable of reading the PDF format. In this regard, the Afcen may not be held liable for the Client's storage of the file and, incidentally, files that may be corrupted by viruses or any other event that would affect its reading.

17. FORCE MAJEURE

The Afcen shall not be held liable if failure to perform or delay in performance of any one of its obligations described in the GCS arises from a case of force majeure. Force majeure shall mean any external cause, whether or not foreseeable, which is irresistible or the effects of which would substantially modify the economic equilibrium of the sale for the Afcen.

Strikes, lock outs, fires, floods, riots, war, shortages of fuel, energy, transportation, materials, products necessary for the Afcen's productions, etc. shall be considered cases of force majeure, even if only partial and regardless of the cause thereof.

18. PERSONAL DATA

The Afcen collects personal data concerning its Clients, including via cookies. Clients may deactivate the cookies by following the instructions furnished by their browser.

Data collected by the Afcen shall be used to process membership requests, orders placed on the Site, management of the Client's account, analysing orders and, if the Client so chooses such option, sending him commercial canvassing letters, newsletters, promotional offers and/or information concerning special sales unless the Client no longer wishes to receive such communications from the Afcen.

The Client's data shall be maintained confidentially by the Afcen in accordance with its declaration made to the CNIL [French national commission for data processing and freedoms] for the needs of the contract, its performance and in compliance with law.

At all times the Clients may unsubscribe themselves by accessing their account and clicking on the hypertext link provided for this purpose on the bottom of each offer received by e-mail.

The data may be communicated, in whole or in part, to the Afcen's service providers taking part in the order process. The Afcen may transfer the names and contact details of its Clients for commercial purposes, provided that such Clients have given their prior consent at the time of inscription on the Site.

The Afcen shall specifically ask the Clients if they wish to have their personal data disclosed. The Clients may change their opinion at all times by contacting the Afcen. The Afcen may also ask its Clients if they wish to receive commercial proposals from its partners.

In accordance with Law no.78-17 of 6 January 1978 on data processing, files and freedoms, the Client shall have a right of access, rectification, opposition (for legitimate reasons) and deletion of his personal data. He may exercise such right by sending an e-mail to the address: contact@afcen.com, or by sending a letter to:

AFCEN
10, Rue Juliette Récamier
69456 Lyon Cedex 06
France

It is hereby stated that the Client must be able to justify his identity, either by scanning some ID or sending a photocopy of some ID to the Afcen.

19. VALIDITY OF THE GENERAL CONDITIONS

Any modification of laws or regulations in force, or any decision by a competent court invalidating one or several clauses of these GCS shall not affect the validity of these GCS. Under no circumstance shall such modification or decision authorise Clients to disregard these GCS.

Any conditions not expressly dealt with in these GCS shall be governed in accordance with the usage of the business sector relating to individuals, with respect to companies whose registered office is located in France.

20. AMENDMENT OF THE GENERAL CONDITIONS

These GCS shall apply to all purchases made on-line on the Site, so long as the Site is available on-line.

The GCS are specifically dated and may be amended and updated by the Afcen at all times. However, the applicable GCS shall be those in effect at the time of the order. Accordingly, any amendments made to the GCS shall not apply to Products that have already been purchased.

21. JURISDICTION AND APPLICABLE LAW

The competent commercial court in the jurisdiction of the Afcen's registered office shall have jurisdiction to entertain any dispute in respect of the application of these GCS as well as their interpretation and performance and any subsequent sales agreements concluded by the Afcen, or regarding payment of the price, even if there are several debtors, actions for impleading or summary proceedings.

However, the Afcen reserves the right to summon the Client before the commercial court within whose jurisdiction the Client has his domicile.

The GCS as well as the relations between the Client and the Afcen shall be governed by the Laws of France.

However, prior to any recourse to an arbitral or State proceeding, priority shall be given to loyal and good faith negotiations in order to reach an out-of-court agreement at the time of the occurrence of any dispute relating to these GCS, including with respect to their validity.

The party desirous of implementing the negotiation process shall inform the other party thereof by registered letter, acknowledgement of receipt requested, setting out the elements of the dispute. If at the end of fifteen (15) days the parties do not reach an agreement, the dispute shall be submitted to the competent court designated hereinafter [sic].

Throughout the entire negotiation process and up until its end, the parties may not bring any court action against each other with respect to the dispute being negotiated. By way of exception, the parties may bring summary proceedings or seek an order issued on an ex parte application. Any action before the summary proceedings judge or the implementation of an ex parte application proceeding shall not entail any waiver by the parties of the amicable arrangement clause, absent express intent to the contrary.

ANNEX 1 – DELIVERY POLICY

Delivery zone

The proposed Paper Publications may be delivered only within the Territory. It shall be impossible to place an order for any delivery address located outside of such Territory. Paper Publications shall be sent to the delivery address or addresses that the Client shall have indicated during the order process.

Shipping times

Subject to the availability of Paper Publications, the Afcen shall send Paper Publications within ten (10) business days following validation of the order by the Afcen. The Afcen shall not validate the order until full payment of the Paper Publications.

Week ends and holidays shall not be included in such time limits.

An e-mail shall be automatically sent to the Client at the time of shipping of the Products, provided that the e-mail address appearing in the inscription form is correct.

Methods of delivery

The package shall be delivered to the Client against signature and upon presentation of a piece of ID. In case of absence, a delivery notice shall be left with the Client in order to allow him to pick up his package at the Post Office.

Delivery problems

The Delivery time indicated at the time of order is given by way of indication only and is not guaranteed in any manner whatsoever.

Consequently, any delay in making the products available shall not give the Client the right to:

- the awarding of damages;
- the granting of penalties;
- cancellation of the order.

It shall be up to the Client to verify the delivered products upon Delivery.

In the case of missing, deteriorated or patently non-conforming products, the Client shall enter all necessary reservations on the delivery form upon receipt of said products.

Failing this, the Client shall be deemed having accepted the products without reservations.

The Client shall furnish all justification with respect to the reality of the defects found, the Afcen reserving the right to directly or indirectly make all findings and verifications on the premises. Return of non-conforming products shall be subordinated to the Afcen's prior agreement. Failing this, the Client shall be deemed as having accepted the products without any reservations.

In the case where an invoice that becomes due is not paid in its entirety following the sending of formal notice that goes unheeded within 48 hours, the Afcen reserves the right to suspend any current and/or future Delivery.