



GENERAL CONDITIONS OF
PURCHASE 2024
ESE FRANCE AND ITS SUBSIDIARIES

For the purposes of these general terms and conditions of purchase (the "**General Terms and Conditions of Purchase**"), the following terms shall have the meanings set forth below:

The "**Contract**" consists of (i) the Purchase Order, (ii) when applicable, the framework contract signed by ESE and the Supplier and (iii) these General Purchasing Conditions;

"**ESE**" refers to ESE France, a "Société par Actions Simplifiée" (simplified joint stock company) with its registered office at 42 rue Paul Sabatier - 71530 Crissey registered with the RCS of Chalon-sur-Saône under number 321 819 112, as well as any subsidiary of ESE France;

The "**Goods**" refer to the products, materials, liquids, equipment, design, software, rental goods, inventory, and any related documentation to be delivered by the Supplier according to the Order;

An "**Order**" refers to the purchase order issued by ESE and signed by the Supplier. It covers both the delivery of goods and services, regardless of whether the Parties have entered a framework agreement.

The "**Parties**" refer to ESE and the Supplier;

The "**Services**" are the services to be provided by the Supplier according to the Order;

The "**Supplier**" refers to the co-contractor of ESE under the Contract.

1. Purpose - Duration

The purpose of the General Purchase Conditions is to regulate the contractual relationship and to delineate the rights and responsibilities of ESE and the Supplier concerning the provision of Goods and Services by the Supplier.

The General Purchase Conditions shall apply for the duration of the contractual relationship between ESE and the Supplier.

2. Formation of the Contract -Applicability of the General Purchasing Conditions

The Supplier is expected to have thoroughly read and accepted the General Terms and Conditions of Purchase before signing the Order, without any reservation.

The Supplier's signature on the Order or framework contract executed with ESE, which explicitly refers to the General Purchasing Conditions and/or contains the annex with the General Purchasing Conditions, is the confirmation of their unreserved acceptance of the General Purchasing Conditions. The accepted General Purchasing Conditions become legally binding upon Supplier acceptance.

The Supplier forfeits the use of their own terms and conditions. Any clauses stating that the Supplier's terms and conditions are binding or supersede the Contract and/or the General Terms and Conditions of Purchase are unenforceable against ESE.

In case of any conflict, the provisions of the Order or the stipulations expressly accepted by ESE will prevail over the General Purchasing Conditions or any other contractual document concluded between the Supplier and ESE.

ESE can furnish a copy of the General Purchasing Conditions upon request from the Supplier at any given time.

The General Terms and Conditions of Purchase in French take priority over any translations.



3. Pre-contractual information

The supplier affirms that they have received the General Purchase Terms and Conditions and the Order in adequate time before the Contract's conclusion to comprehend all the necessary information needed to commit fully with all facts in mind.

By accepting the General Terms and Conditions of Purchase, the Supplier also acknowledges that they have read and understood all important information related to the Services and Goods including their essential characteristics, delivery timeframe, duration of Service performance, and all other essential details necessary for the successful execution of the Contract.

The Supplier has obtained all clear and comprehensible information about ESE and its activity.

4. Supply of Goods and Services

ESE agrees to purchase, and the Supplier identified in the Order agrees to sell, the Goods and/or Services described in the Order in accordance with the Contract.

The Supplier is obliged to provide the Goods or Services to ESE with the expertise, caution, and diligence of a professional vendor or supplier.

4.1 Delivery of Goods

Deliveries will be made to the specified address and on the agreed-upon delivery date during normal business hours.

Unless otherwise stated in the Order, the Supplier commits to delivering the Goods in compliance with Incoterms 2020.

Delivery must align with the terms of the Order or framework agreement, and the Supplier must handle it with precision and care. To minimize the risk of damage during transport and facilitate identification, the Goods or bulk products delivered must be packaged appropriately. If the packaging is expensive or reusable, the Supplier must retrieve it.

Where applicable, the Supplier must comply with ESE's packaging instructions, access rules, safety regulations, and unloading guidelines in a timely manner, following the timetables provided by ESE prior to delivery. The Supplier guarantees that its employees, subcontractors, or service providers shall abide by these instructions.

The Supplier is accountable for packing and unloading the Goods, which can be carried out by its employees, subcontractors, or contractors. The supplier is responsible for any defects or damages caused by the packaging, unloading, or non-compliance with ESE's instructions.

If the delivery is delayed, any negative impact on ESE will be the responsibility of the supplier.

The supplier must furnish ESE with the necessary documents, licenses, information, specifications, and instructions required for secure and proper use, treatment, processing, and storage of the goods, including any regularly provided compliance or inspection certificates.

In particular, ESE has the right to refuse delivery of Goods (i) delivered at a time other than agreed, (ii) in a volume and/or quantity other than agreed, (iii) in unsuitable or damaged packaging or wrapping or (iv) with other defects, at ESE's risk and without prejudice to ESE's right to claim damages.

It being understood that inspection, testing, acceptance of delivery or payment shall not release the Supplier from its obligations and warranties, acceptance of delivery of the Goods shall be effected as follows

- Either ESE's signature on the delivery note shall constitute acceptance of delivery of the Goods;

- Or, in the absence of ESE's signature on an acceptance note, the delivery of the Goods shall be deemed to be accepted in the absence of ESE's express reservations notified within a period of sixty (60) days.



4.2 Services

Supplier shall perform the Services in accordance with the requirements and within the time agreed in the Contract, exercising reasonable skill and care, using suitable and well maintained equipment and employing a sufficient number of suitably qualified personnel. Supplier shall provide all equipment necessary to perform the Services.

Supplier shall guarantee and ensure proper supervision of the performance of the Services. The Supplier is obliged to provide ESE with information and advice and guarantees that ESE will use its best efforts to perform the Services and to support ESE throughout the performance of the Services with a view to their perfect completion.

The Supplier performing the Services or working on ESE's premises undertakes to comply with the health, safety and environmental rules described in the Transport Protocol, the Prevention Plan or, failing that, in the previously completed Work Permit.

The Services shall be deemed to have been delivered as soon as they have been carried out by the Supplier.

It being specified that inspection, verification, acceptance of delivery or payment shall not release the Supplier from its obligations and guarantees, acceptance of delivery of the Services shall take the following form

- Either the signing of an acceptance report by ESE shall constitute acceptance of the delivery of the Services;
- Or, if no acceptance report is signed by ESE, the delivery of the Services shall be deemed to have been accepted unless ESE expresses reservations within a period of sixty (60) days.

5. Guarantees and obligations of the Supplier

5.1 Guarantee of conformity

In accordance with Articles 1604 et seq. of the Civil Code, the Supplier must deliver goods or services that are compliant with the contract and is accountable for any non-conformity present upon delivery. The Supplier is required to provide ESE with assurance against any non-conformance with the contractual requirements of the delivered Goods or rendered Services, in accordance with the legal standards. Any action resulting from non-conformity is time-barred after two years from delivery of the Goods or Services.

ESE must notify the Supplier of any issues or claims regarding possible non-conformity of the Goods or Services within this time period through means with established receipt. The Supplier remains liable even if ESE accepts the Goods or Services without reservation.

5.2 Warranty against defects

The supplier is obligated, where applicable and feasible, by the legal guarantee for hidden defects as stated in Articles 1641 and following of the Civil Code. The purchaser must bring any action resulting from hidden defects discovered within two years.

5.3 Supplier's obligation to provide information and advice

The supplier must inform and advise ESE on the implementation and conditions of the contract.

They are also required to provide ESE with information and advice on the use, maintenance, and conservation of the goods supplied. At ESE's request, the supplier must also provide a maintenance service.



The Supplier agrees to furnish ESE with any information required and provide all necessary documents and data for the fulfillment and execution of the Contract.

Without delay, the Supplier must notify ESE of any issues that might emerge with a third party, affiliate, or co-contractor in the course of carrying out and finalizing the Contract.

If the Supplier fails to notify ESE of relevant information in a timely manner, they will be held responsible for any detrimental effects that may occur for ESE.

5.4 Other obligations of the Supplier

The supplier must review the specified requirements and all necessary general information to fulfill the contract correctly.

The supplier must review the specified requirements and all necessary general information to fulfill the contract correctly. The supplier will acquire any necessary authorization before the contract's execution and will take all appropriate precautions for its proper performance.

6. Supplier declarations

6.1 General statements

The supplier affirms its mastery of the language(s) used in these Terms and Conditions, the contractual language(s), and any documents submitted in connection with their execution.

The Supplier affirms and recognizes that the commercial negotiations leading up to the Contract's conclusion were conducted in good faith. Furthermore, during the pre-contractual negotiation phase, the Supplier received all necessary and useful information to make a commitment with complete knowledge of the facts.

The supplier affirms that they have conveyed to ESE all relevant information that could potentially impact or affect the contract's performance, delivery of goods, or provision of services, and they couldn't have been reasonably unaware of it.

By accepting the contract, the supplier confirms the veracity of their statements and the disclosed information to ESE.

6.2 Supplier's capacity

The supplier confirms that they have the full power and authority to execute and fulfill the contract without violating or contradicting any other agreement or legal mandate that pertains to the supplier.

The individual signing the contract on behalf of the supplier acknowledges their authority to enter into the contract.

The Supplier affirms that it possesses all necessary authorizations to enter into the Contract, either by its articles of association, internal regulations, or any other document that governs its organization.

ESE is not obligated to verify the mandate or powers of the Supplier's representative with whom it contracts.

In this regard, ESE cannot be held responsible for the lack of authorization, clearance, or power of attorney needed for the Contract's conclusion.

7. Supplier's liability

The supplier is accountable to ESE for fulfilling the contract and providing proper legal guarantees.



The supplier must reimburse ESE for any damages, direct or indirect, resulting from improper or incomplete fulfillment of the contract. Damages include financial and commercial losses, such as decreased turnover, margins, or profits, increased expenses, costs, or savings losses.

8. Prices - Invoicing and payment

8.1 Prices

The price and payment terms are detailed in the Order.

Unless specifically agreed upon in written form, the Order prices (i) encompass the costs of transportation and delivery fees for the Goods or Services, (ii) are definitive and inclusive, with no additional costs or fees.

The stated prices do not include Value Added Tax, but all other taxes, customs duties, inspections, excise duties, and taxes (including patents) are included. It is stated that only prices exclusive of sales tax and quoted in euros are binding on ESE.

Unless explicitly agreed in writing, no penalties for late payment apply.

8.2 Billing and payment

Invoicing terms are outlined in the Order, and invoices must be sent via mail or email to the address specified in the Order. Payment for invoices may be made via check or bank transfer.

Unless otherwise specified, payment of an invoice must be made within 60 days of its receipt. Late payment interest will not be applied if payment is not made within the 60-day timeframe.

ESE reserves the right to stop payment of an invoice if the Supplier fails to fulfill their duties under the Contract. Payment by ESE shall not exempt the Supplier from any warranty or liability obligations.

Any contractual offset between sums owed by the Parties is prohibited, unless mutually agreed upon in writing by the Parties.

9. Inspection and verification

ESE or ESE's nominee has the right, but not the obligation, to inspect and check the Goods, the process of manufacturing and delivering the Goods, and any location where the Services will be performed, both before and after delivery of the Goods or performance of the Services. The Supplier agrees to cooperate with ESE and facilitate any inspections and verifications.

Inspection and/or verification by ESE does not imply acceptance of the Goods or Services, nor does it relieve the Supplier of its obligations or liability under the Contract.

10. Transfer of ownership rights

In compliance with the stipulations of the General Conditions of Purchase, ownership of the Goods or Services is transferred at the time and place of delivery acceptance by ESE, except as expressly stated otherwise in the Contract and without prejudice to the provisions of Article 1196 of the Civil Code. The Supplier bears the risks until ownership transfer occurs.

Unless expressly stated in the contract and accepted by ESE, no clause regarding retention of title may be considered accepted by ESE.

11. Corporate responsibility - Security - Money laundering

11.1 Corporate social responsibility - Safety



The Supplier is fully aware of ESE's commitment to take into account environmental, social, societal and good corporate governance criteria in its operations, such as :

- Safety ; ISO 45000
- Health ;
- Compliance with ESR and ISO 26000 practices;
- Compliance with ISO 14001 practices
- Use of natural resources ;
- Environmental impact and sustainable development ;
- Employment ;
- Social dialogue ;
- Human resources ;
- Attention to people ;
- Relations with suppliers and customers;
- Relations with the region and stakeholders in general ;
- Governance ;
- Management.

The supplier agrees to adhere to all relevant ESE safety, health, and environmental protocols and ESE group network standards. The supplier must ensure that their personnel are qualified, experienced, and proficient in speaking ESE local languages and/or English throughout the entire duration of the contract to work safely, healthily, and responsibly, with special consideration given to safety, health, and environmental regulations. The supplier will report any safety, health, or environmental irregularities to ESE. In the event of an incident, the supplier will promptly clean up, isolate or prevent pollution resulting from it under ESE's supervision.

The Supplier commits to implementing a forward-thinking strategy when fulfilling the Contract, thereby facilitating ESE's operations under conditions that balance the company's economic interests and social responsibilities. More generally, the Supplier agrees to adhere to ESE's socially responsible approach and to consider environmental, social, and corporate governance issues in fulfilling the Contract, either directly or through its subsidiaries or employees.

The Supplier will promptly notify ESE of any occurrences that could affect compliance with these standards.

The Supplier understands that adherence to the standards referenced in this article is crucial for ESE and that failure to comply may result in ESE terminating the Contract without notice.

11.2 Combating money laundering and the financing of terrorism

Each party declares, to the extent that it is applicable, in accordance with regulations for combating money laundering and the financing of terrorist activities that

- it is acting on its own behalf;
- the origin of the funds paid in connection with the performance of the Contract, or more generally any sum that may be paid to ESE, is lawful and does not come from an activity contrary to the legislation and regulations on the fight against money laundering and the financing of terrorist activities; and
- it has not facilitated by any means the false justification of the origin of the assets or income of the perpetrator of a crime or misdemeanor having procured for the latter a direct or indirect profit, nor provided assistance in an operation of investment, concealment or conversion of the direct or indirect proceeds of a crime or misdemeanor or in the financing of a terrorist activity.
- The Supplier commits to promptly responding to any request from ESE and, if necessary, providing ESE with any information necessary to support the fight against money laundering and terrorism, specifically regarding Supplier identification. ESE is responsible for retaining this information in compliance with relevant laws and regulations.



11.3 KYC requirements

The Supplier is fully aware of ESE's commitment to KYC (Know Your Customer) procedures for customer identity verification. In this regard, the Supplier agrees to supply ESE with all the requisite information, especially regarding its economic beneficiary's identity.

The Supplier also agrees to implement this policy with its co-contractors.

The supplier declares the following:

- neither the supplier nor any of its affiliates or co-contractors, to the best of their knowledge, engaged in any commercial activity in territories where trade is prohibited under United States legislation during the Contract's performance, especially in the following territories. Belarus, Burma (Myanmar), Central African Republic, Cuba, Democratic Republic of Congo, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Libya, North Korea, Somalia, Sudan, South Sudan, Syria, Ukraine (Crimea), Yemen, and Zimbabwe.
- neither the Supplier and its affiliates have not supplied ESE's co-contractors with products or services in the territories mentioned above, nor have they supplied any products or services that are specific or adapted to activities related to these territories.

The supplier understands that adhering to the standards mentioned in this article is critical to ESE. Failure to comply could lead to immediate termination of the contract without prior notice.

11.4 European regulations on chemical substances

In regards to chemical substances being supplied within the European Union under the Contract, the Supplier hereby confirms its full awareness of EC Regulation W 1907/2006 regarding the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and any subsequent amendments (the "**REACH Regulation**"). To the extent that any goods or components fall under the purview of the REACH Regulation, the supplier confirms and guarantees that the goods and any components fully satisfy the regulations. The supplier must furnish ESE with the registration (pre-registration) number(s).

To the extent that the Goods or any component is subject to other regulatory or legislative provisions related to the control of chemical substances, the Supplier confirms and warrants that the Goods or any component is fully compliant with such provisions.

12. Force Majeure

Cases of force majeure suspend the Parties' obligations as outlined in Article 1218 of the French Civil Code without any right to compensation for either Party.

13. Intellectual property

Any information regarding the Goods conveyed to the Supplier by ESE shall remain the full and exclusive property of ESE.

The Supplier is not authorized to use or refer to any trademark, trade name, domain name, license, design, copyright, or other intellectual property right of which ESE is the owner or beneficiary. ESE does not grant any transfer or license related to these elements and/or rights to the benefit of the Supplier, who acknowledges that they hold no rights over them.

Any full or partial reproduction or presentation of these materials, by any means whatsoever and on any medium whatsoever, without express authorization from ESE, is prohibited and likely to constitute an infringement punishable by applicable laws. Such violation may lead to legal action.

The Supplier hereby assigns to ESE all intellectual property rights, copyrights, know-how, and other present or future rights developed for or on behalf of ESE related to the Goods and Services. This assignment is irrevocable and absolute. At ESE's first request, the Supplier shall take all necessary steps and cooperate to ensure a seamless transfer of



ownership. In this regard, the Supplier guarantees to ESE that contracts with its employees and/or service providers engaged in creating or developing any intellectual property rights allow for and authorize the irrevocable and complete transfer of such rights to ESE.

Any intellectual property rights in the software, comprising source code, sub-software, and documentation, created expressly for ESE or based on ESE's instructions, belong to or are transferred to ESE. Intellectual property rights for any other software belong to the Supplier. The Supplier grants ESE a non-exclusive, non-transferable, irrevocable, and perpetual license that is not limited in terms of material or location. ESE can provide a sub-license to other companies within the ESE World Group.

The Supplier guarantees that the Goods and/or Services, whether provided separately or in conjunction, shall not result in or cause any infringement or misappropriation of any intellectual property rights belonging to any third party. Additionally, the Supplier agrees to indemnify ESE against all claims made by third parties and any related costs or expenses.

14. Insurance

The supplier is required to obtain and maintain necessary insurance policies to cover any risks that may arise out of or in connection with the conclusion and performance of the Contract. Upon ESE's request, the supplier shall provide certificates of insurance, demonstrating compliance to the aforementioned requirements and notify ESE of any modifications.

15. Confidentiality

The Supplier agrees to maintain confidentiality and refrain from disclosing any information, knowledge, or know-how related to ESE that it may have acquired during the Contract's execution. Such disclosure will only be necessary if the information, knowledge, or know-how is in the public domain or by a specific regulation or an administrative or judicial order. The supplier must treat the existence of this contract as confidential.

Any information provided to the supplier by or on behalf of ESE may only be used by the supplier in the performance of the contract. The supplier is authorized to communicate information to its employees, subcontractors, or service providers only to the extent necessary for proper contract performance.

The supplier must promptly return all information, regardless of form, to ESE upon request. The supplier must not keep a copy. If requested, the supplier, its employees, subcontractors or service providers must sign a confidentiality agreement.

The supplier is not authorized to represent itself as a supplier of ESE and/or the Berry Group in any manner without prior authorization. Additionally, the supplier must submit the necessary texts, media, and advertisements for communication purposes. The stipulation requires the supplier to ensure that its employees, subcontractors, and service providers abide by these guidelines.

16. Contract duration - Termination

16.1 Contract duration

Unless explicitly stated otherwise in the contract, the contract has a fixed term that expires (i) upon delivery of the goods or (ii) upon delivery of the services.

16.2 Termination of the Contract

The Fixed Term Contract cannot be terminated without mutual consent from both Parties.

By exception, in cases of severe misconduct from the Supplier while executing the Contract, particularly in instances of inability to deliver the Goods or Services within the stipulated timeline or comply with the General Terms and Conditions



of Purchase, ESE can terminate the Contract by providing a formal notice to rectify the misconduct within a reasonable period.

17. Modification of the General Terms and Conditions of Purchase

The General Terms and Conditions of Purchase in effect on the date of Contract agreement will apply.

Amendments to the General Purchasing Conditions made during Contract performance will be binding on the Supplier if they have been communicated by ESE and the Supplier has not disagreed within thirty (30) days.

If the Supplier does not accept the amended General Purchasing Conditions within thirty (30) days, the General Purchasing Conditions that were in effect when the Contract was signed will continue to apply.

However, if this amendment to the General Purchasing Conditions is crucial to ESE, especially in the case of mandatory compliance with legal or regulatory requirements, ESE may terminate the Contract without notice if the Supplier continues to refuse to agree to this amendment.

18. Non-solicitation

The supplier shall not employ, solicit, or attract, directly or indirectly, any employee of ESE or subcontractor associated with the contract's performance for two (2) years after the contract's execution. This condition applies unless ESE grants prior written consent.

19. Personal data

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data, the parties affirm their adherence to the regulations governing the processing of personal data.

The parties are authorized to record and process the data communicated to them, as well as any future data for the purpose of fulfilling the contract.

Only personal data necessary for performing the contract and fulfilling the parties' obligations will be collected and processed. This data is intended for internal use only.

The supplier authorizes ESE to share this personal data with ESE's attorneys, accountants, insurance companies, and clients to ensure proper fulfillment of the contract. ESE ensures that these parties will use the personal data provided in accordance with the General Purchasing Conditions and maintain complete confidentiality.

In addition, ESE may transfer any collected personal data to a third party during a reorganization, merger, or acquisition by ESE.

This personal data may also be shared with any judicial or administrative authority in case of a dispute.

The Parties agree to store the personally identifiable information collected under the Contract in France or any country that offers adequate or sufficient protection for the privacy, fundamental rights, and freedoms of individuals.

The Supplier explicitly agrees to the transfer of personally identifiable information provided to ESE to any of ESE's service providers, provided that ESE can demonstrate, upon the Supplier's initial request, the safeguards, protection, and security measures implemented by the service provider(s) to ensure the data's protection.

The information necessary to fulfill the Contract shall be retained for as long as the Contract is in effect. Subsequently, the Parties will maintain such information for the legally required period to satisfy any potential claims.

The individual in charge of processing the data gathered on behalf of ESE (referred to as the "Data Controller") is identified on the www.ese.com website.



The supplier may exercise their right of access, modification, opposition, and rectification of personal data in accordance with applicable regulations by submitting a written request to the Data Controller's email address.

The supplier acknowledges and agrees that this data is subject to automated processing and may be collected and stored on third-party servers outside of the organization.

Without modification or explicit intervention, ESE cannot be held responsible for the use that does not comply with the General Purchase Conditions, which would be the responsibility of third parties, as ESE has made every effort to delete, correct, or modify the personal data collected by these entities.

If the Supplier does not want their personal data to be shared with third parties, they have the right to notify the Data Controller and object to the use of their personal data.

20. Applicable law - Dispute resolution

20.1 Applicable law

The General Terms and Conditions of Purchase and the Contract are governed by French law.

20.2 Dispute resolution

Prior to taking any legal action, including urgent proceedings, the Parties agree to seek an amicable solution to the dispute.

If the Signatories are unable to resolve the dispute within fifteen (15) days, the most diligent party will commence a mediation procedure under the guidance of the Paris Mediation and Arbitration Center (CMAP) pursuant to the CMAP mediation rules, to which the parties affirm their adherence.

The mediation mission must not go beyond thirty (30) days from the mediator's appointment by the Paris Mediation and Arbitration Center. The Parties will share the costs and expenses of the mediation equally.

If no agreement is reached at the conclusion of the conciliation process, then the Parties will have the freedom to pursue legal action before the Commercial Court of Chalon-sur-Saône.

21. Notification procedures

Unless otherwise stipulated, all notifications or communications to be made within the framework of the General Terms and Conditions of Purchase will be sent by registered letter with acknowledgement of receipt or by electronic registered letter set up by the Post Office or by e-mail provided that receipt of the e-mail can be proven, the date retained being the date of receipt or first presentation.

Notices or communications must be sent in one of the above-mentioned forms to the address shown for each Party in the framework contract or Order form.

22. Miscellaneous

22.1 If any provision in the Contract (including any provision in the General Terms and Conditions of Purchase) is deemed invalid for any reason whatsoever, the other provisions of the Contract will remain valid. In this situation, the Parties agree to work together to replace the invalid or cancelled provision with a provision of equivalent effect that accurately reflects their original intentions.

22.2 ESE's failure, to invoke any provisions of the Contract, on one or multiple occasions, does not imply a waiver by the interested party of their right to invoke said provision(s) at a later date. Any waiver by ESE must be specific, irrevocable, and in writing to be effective.

22.3 ESE shall have the right to assign this Agreement or any part thereof to any entity within the ESE World Group with the consent of the Supplier.



However, the Supplier must not assign or transfer the rights and obligations resulting from this agreement in any way, including assignment of its business, contribution to a company or assignment of securities, without the express prior written agreement of ESE. In the absence of ESE's prior written agreement, any transfer of the present contract, including the transfer of goodwill, contribution, or securities, will not be enforceable against ESE and will result in automatic nullification of the contract.

22.4 The Supplier states explicitly that it will not utilize Article 1195 of the French Civil Code and the related unexpected circumstances outlined therein. The Supplier commits to fulfilling its obligations, even in instances where Contract performance presents an excessive burden.

22.5 In case of any difficulties in interpreting any of the provisions of the Contract (including the General Terms and Conditions of Purchase), the principle of a strict and literal interpretation will be followed, despite articles 1188 et seq. of the French Civil Code.