



## General Conditions of Sales and Services

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### ARTICLE 1 : Définitions

"NSE": refers to the company NSE and its subsidiaries.

"Customer": refers to any person acting within the framework of his professional activity wishing to acquire the Product(s) and/or Service(s) offered by NSE.

"Final Customer": means a customer of a Customer of NSE

"Products and/or Services": refers to all or part of the range of products and/or services that NSE offers to its customers.

"Offer": means the document sent by NSE to the Customer including the description of the Product and/or Service and its price and the applicable general terms and conditions of sale.

"Party(ies)" means individually NSE or the Customer and collectively NSE and the Customer.

"General Conditions" means these general conditions of sale and provision of services.

"Special Conditions" means conditions expressly issued or agreed by NSE to supplement, replace or derogate in whole or in part from these General Conditions.

"Trouble-shooting" means the operation carried out by NSE in order to be able to draw up a repair estimate. This operation may consist of a diagnosis or an expertise.

"Order(s)": means any order in whatever form, issued by the Customer and expressly accepted by NSE, for the purchase of Products and/or Services at the price quoted by NSE.

"Repair or Maintenance Operation": means any operation carried out by NSE under an order or contract, on equipment entrusted by a Customer, whether that equipment belongs to the Customer or to an End User.

### ARTICLE 2 : Scope

2.1 Any offer to sell Products or Services issued by NSE or any order from the Customer is governed by these General Conditions. Any order from the Customer implies acceptance by the Customer, without exception or reservation, of the whole of these General Conditions, unless specific written provisions to the contrary have been agreed between the Parties.

2.2 These General Terms and Conditions shall prevail and apply to the exclusion of any general terms and conditions of purchase of the Customer and/or any document issued by the Customer.

2.3 Unless NSE formally accepts them in writing, no other special conditions may be invoked against NSE.

2.4 The fact that NSE does not take advantage of any of these General Conditions at a given moment cannot be interpreted as a waiver of the right to take advantage of any of the said General Conditions at a later date.

### ARTICLE 3 : Order

3.1 Any order, to be valid, must be the subject of a written acceptance by NSE and, where applicable, the payment of the deposit provided for in the offer.

3.2 Unless otherwise stated, the validity of offers and quotations, which are subject to the availability and price maintenance of the Supplies, is limited to thirty (30) days,

In this respect, it is specified that NSE guarantees only the price of its services for the entire period of validity of the quotation. NSE does not guarantee the price of the integrated Products, the latter being susceptible to variations beyond NSE's control.

In such a case, NSE undertakes to inform the Customer of any variation in price in order to require his acceptance to carry out the service or sale at the new price conditions.

3.3 All orders shall be deemed firm and definitive from the moment NSE acknowledges acceptance of the order and, where applicable, after receipt of the deposit stipulated in the offer. After this acceptance, no order can be cancelled or modified.



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However, changes to orders may be accepted by NSE subject to agreement on the new conditions resulting from the change.

### **ARTICLE 4 : Studies and quotations**

4.1 In all cases, projects, studies and documents of any kind submitted or sent by NSE always remain its entire property and are confidential. They may only be used directly or indirectly by the Customer with the written consent of NSE, whether or not they are followed by an order.

4.2 For any repair request, the Customer shall address his request to NSE, specifying his request and the malfunctioning observed.

4.3 A repair estimate will be sent by NSE on the basis of the information provided by the Customer. Unless otherwise stated, the Customer has thirty (30) days to accept or reject the quotation. If the Customer refuses or does not respond within thirty (30) days, the quotation will lapse. If the quotation is accepted, the Customer will be contacted to determine the terms and conditions of the Product.

4.4 Certain equipment (including, but not limited to: industrial, defence and aerospace assemblies and sub-assemblies) entrusted to NSE for repair may require troubleshooting. This troubleshooting will be invoiced to the customer on a flat rate basis or on a time basis. In all cases, this flat rate or the hourly rate applied is communicated to the Customer and accepted by him before the fault finding is carried out.

In the event that new technical facts are discovered during the search for faults or on receipt of the Products which may increase the cost of the repair, NSE will inform the Customer of the new financial conditions and repair time.

4.5 If after troubleshooting it is found that the equipment is not repairable, or that it is repairable but the Customer refuses the quotation, the costs of troubleshooting will be borne by the Customer.

4.6 If the Customer refuses the quotation or if there is no response to the quotation within thirty (30) days, the Product will be made available to the Customer on the NSE site. The Customer will be solely responsible for the costs and risks of returning the Products.

4.7 In the event of failure to collect the Product fifteen (15) days after formal notice has remained unanswered, NSE will charge the Customer for storage costs at the current rate indicated in the quotation and, failing this, of 10 euros excluding tax per day, without prejudice to the right to sell the abandoned objects, within a period of one year, under the conditions of the law of 31st December 1903.

### **ARTICLE 5 : Prices**

5.1 Prices are specified in the NSE offer. Prices are EXW, i.e. ex works, excluding shipping costs, unless otherwise agreed between the Parties. The Products sold and the Services are invoiced at the price of the tariff in force on the day of the order, subject to any special mentions stipulated on the orders and the written acceptance of the said order by NSE.

5.2 Prices are quoted in Euros excluding VAT. VAT is charged in addition at the legal rate applicable on the date of invoice.



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### ARTICLE 6 : Price adjustment

6.1 NSE reserves the right to change the prices of the Products and Services in its catalogue at any time.

6.2 For any Service whose performance extends over more than one year, it is agreed by the Parties that the Price shall be revised, automatically, on the anniversary date of the Contract, in accordance with the following formula, unless otherwise specified in the acceptance of the order:

$P' = P (S')/S$  where

P' = new applicable price

P = last price before revision

S = value of the indexes of the cost of labour, wages and charges, in industry, construction and the service sector published by INSEE on the date of signature of the Contract

S' = value of this same index on the price revision date.

In the event that the indexes taken into consideration are no longer published, or are cancelled, the replacement indices published by INSEE shall be taken as the basis by right. In the event of disagreement on the new index to be taken into account, this new index shall be chosen by the President of the Commercial Court within the jurisdiction of the registered office, or of any of the establishments of NSE, referred to by the most diligent party.

### ARTICLE 7 : Payment

7.1 Unless otherwise agreed between the Parties, invoices are payable within 30 days of the invoice date by the Client at the address stipulated in the quotation or order, net and without discount and without deduction of any kind. No discount shall be granted for early payment.

7.2 Any complaint by the Client may not under any circumstances have the effect of deferring or suspending payments.

7.3 For payment from France: on the first order and except in special cases specified by NSE, the Customer must open an account in NSE's books and pay in advance for the first order on the basis of a pro forma invoice issued by NSE. For subsequent orders, invoices are payable by check, bank transfer or accepted draft, as specified in the quotation or order acceptance.

7.4 For payment from abroad: invoices are payable by bank transfer or irrevocable and confirmed letter of credit in accordance with the conditions specified in the price quotation or order acceptance.

7.5 In the event of a change in the Customer's circumstances for any reason whatsoever, NSE shall have the right to alter the payment terms granted or to require guarantees.

7.6 In the event of failure to pay within the time limit, the Customer shall be liable to pay late payment penalties by operation of law and without prior notice, equivalent to 5% of the sums due per day of delay, without this rate being less than three times the legal interest rate in force, until the day of full payment, without prejudice to any damages and interest.

In addition, the Customer, in a situation of late payment, is automatically liable to NSE for a fixed indemnity for collection costs, equal to forty euros. If the collection costs incurred are higher than the aforementioned amount, NSE shall be entitled to request additional compensation, upon justification.

7.7 In the event of non-payment of all or part of the invoice, NSE shall also be entitled to

- suspend or terminate all other orders in progress;
- demand immediate payment of all outstanding amounts due by the Customer;
- terminate the sales contract one month after it has given notice to the Customer, by e-mail or registered letter with acknowledgement of receipt, to comply with its obligations. In this context and without prejudice to any damages and interest, the Client, in addition to its obligation to return the unpaid Products, shall be liable for all costs arising from the cancellation of the contract (studies, supplies, tools, etc.).

7.8 Under no circumstances may payments due to NSE be suspended, nor may they be reduced or offset in any way without the written consent of NSE.



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### **ARTICLE 8 : Transfer of title and risks**

8.1 All Products sold by NSE are sold under reserve of ownership: the transfer of ownership is subject to full payment of the price, on the agreed due date, by the Customer, notwithstanding the transfer of risks on the date of delivery.

8.2 In the event of non-payment on the due date, NSE shall repossess the Products of which it remains the owner and may, at its discretion, terminate the contract by simple registered letter addressed to the Customer.

8.3 The Customer shall not process, incorporate or assemble the Products until he has paid for them in full.

8.4 The Customer shall store the Products sold under retention of title in such a way that they cannot be confused with products of the same nature from other suppliers.

8.5 The transfer of risk to the Customer shall be effective as soon as the goods are dispatched or collected, unless otherwise provided for in the contract, notwithstanding the retention of title.

8.6 The Customer undertakes to insure the Products for the benefit of whomever it chooses, against all risks that they may incur or cause upon dispatch.

8.7 The Customer shall be responsible for the proper maintenance of the Products sold under retention of title and shall bear the costs of restoring them to their original condition if they are returned unpaid.

8.8 The return of unpaid Products shall be due by the defaulting Customer at his own cost and risk, upon formal notice from NSE by registered letter with acknowledgement of receipt.

8.9 In the event that NSE should reclaim the Products, NSE shall be exempt from returning the advance payments received on the price, all without prejudice to the right to claim any damages.

8.10 In the event that NSE integrates components and spare parts into the products entrusted to it by the Customer, the retention of title shall apply to said components and spare parts. NSE shall remain the owner of the components and spare parts until full payment for the Services has been made and shall be entitled to recover them in the absence of payment.

### **ARTICLE 9 : Right of retention**

9.1 NSE has a right of retention on all goods entrusted to it by the Customer until full payment for the service which caused the deposit.

9.2 At the end of the intervention, the Customer will receive notification that the Products have been made available on the NSE site.

In the event of failure to collect the Products within 15 days of an unsuccessful formal notice, the provisions of article 4-7 of these conditions shall apply.



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### **ARTICLE 10 : Delivery**

10.1 Unless otherwise stated, delivery times are indicative only and commence from the date of acceptance of the order and receipt of the deposit.

10.2 If for any reason beyond the control of NSE delivery is delayed or prevented, the Products will be placed in storage and the date of placing in storage will be deemed the date of delivery. The costs of storage will be borne by the Customer.

10.3 The packaging of the Products is carried out by NSE. Packaging is not taken back, unless otherwise agreed.

10.4 The Products travel at the risk of the Customer unless otherwise agreed between the parties.

10.5 Any formalities relating to import authorization shall be the responsibility of NSE's customer.

10.6 NSE shall not be liable for delays caused by the Customer or third parties, nor for delays caused by force majeure.

10.7 NSE shall inform the Customer as soon as possible of any foreseeable delay in delivery and of the measures taken to remedy this.

10.8 In any case, delivery can only take place if the Customer is up to date with his obligations towards NSE, whatever the cause.

10.9 Delays in delivery do not give the Customer the right to cancel the sale or refuse the goods. They do not give rise to withholding, compensation, penalties or damages.

### **ARTICLE 11 : Receipt of goods – Claims**

11.1 It is the Customer's responsibility to check the condition of the goods on receipt and before the delivery person leaves. Any damage to the packaging must be the subject of precise written reservations concerning the damage observed and/or the nature of the damage to the packaging on the transport document. These reservations must be sent to NSE by e-mail on the same day, in order to preserve recourse against the carrier and to allow compensation in the event of confirmed damage.

11.2 If the Customer fails to comply with these conditions, the delivery will be deemed to have been accepted without reservation and no compensation will be payable for loss or damage caused by transport.

11.3 Any return of Products must be requested from NSE with reasons and can only be made after express agreement from NSE. The costs of return and packaging are to be borne by the Customer.

11.4 If there is a final acceptance stage between NSE and the Customer, and if the Product delivered by NSE is used by the Customer before this acceptance stage has been completed, then the Product shall be deemed to have been accepted by the Customer.



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### ARTICLE 12 : Customer's duties

#### 12.1 Maintenance - Repair

12.1.1 The Customer certifies that he is the owner of the Products entrusted to NSE or has the owner's permission to entrust them to NSE for repair or maintenance.

12.2.2 The Customer shall indemnify NSE against all claims by third parties in respect of the goods entrusted for repair or maintenance.

12.2.3 If third party software is used in the execution of the order or contract, the Customer declares that he has the rights to use it and in particular the rights to carry out such maintenance.

#### 12.2 Data backup

12.2.1. The Customer remains solely responsible for the backup of his data. The Customer shall ensure that before entrusting his goods to NSE he makes any necessary back-up of his data.

12.2.2. Under no circumstances will NSE be liable for loss or damage to data or deterioration of data or loss of turnover, profit or even loss of opportunity.

#### 12.3 Catalogue products

The Customer undertakes to check the suitability of the Products ordered for its needs. Any specific use must be notified to NSE and accepted in advance by NSE.

#### 12.4 Customised Products

The Customer shall provide NSE with any drawings, documents, specifications or other information necessary for the execution of the order. In no case shall NSE be blamed for any error, especially in design or manufacture, which is the consequence of a defect in the plans, documents or information supplied by the Customer.

#### 12.5 Intervention on Customer Site

For interventions carried out on the Customer site, the Customer undertakes to :

- facilitate access to NSE by providing all access authorisations,
- to communicate to NSE prior to the intervention all the documentation applicable to an intervention on site (internal regulations, site regulations, safety annexes or other) and to inform it of all the obligations arising from it. In no case shall NSE be held responsible for any delay or consequences arising from the non-communication or late communication of applicable documents.

### ARTICLE 13 : Export control regulations

13.1 In the event that the Products ordered or contracted for are subject to national and/or international (including but not limited to French, European and US) export control regulations for war materials and dual use items, the Customer agrees to comply with such Regulations and agrees to indemnify, defend and hold harmless NSE against any claims based on the failure of the Customer or its own customers to comply with its obligations under such mandatory Regulations.

13.2 The Customer undertakes in particular to comply with any export restrictions, including a commitment not to re-export the Products, whether such restrictions are of French or foreign origin.

13.3 The Customer undertakes in particular to communicate spontaneously or on first request all necessary information within a timeframe that allows NSE to fulfil all its obligations in terms of export control. In particular, the Customer undertakes to complete and sign on the date of entry into force of the order or contract any document such as an "end use certificate".

### ARTICLE 14 : Warranty

#### 14.1 Warranty Products designed, manufactured and sold by NSE

14.1.1 Products designed, manufactured and sold by NSE are guaranteed for a period of one (1) year from the date of delivery or the date of signing the acceptance report, unless otherwise agreed in writing by NSE.





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14.1.2 If a defect is discovered during the warranty period, the Customer shall inform NSE in writing within three (3) days of the discovery of the defect, providing all information necessary to characterise the nature of the defect. The Customer must give NSE every opportunity to establish the defect and to remedy it.

14.1.3 The warranty only covers malfunctions or defects in performance in relation to the specifications approved by NSE.

14.1.4 During the warranty period, NSE shall, at its option, modify, repair or replace products which is recognised as defective. Work resulting from the warranty obligation shall be carried out, at NSE's option, either at the Customer's site or at NSE's premises. To this end the Customer shall return the defective product or parts thereof to NSE. The replaced parts shall become the property of NSE, unless the Customer expressly requests this in writing at the time of the repair request.

14.1.5 In the absence of an established fault, the following costs shall be borne by the Customer:

- The costs of analysis, dismantling, made necessary by the conditions of use of the Products
- The costs of return
- Travel and subsistence costs for NSE employees in the event of intervention on the Customer's site.

14.1.6 Repairs, modifications or replacements of parts during the warranty period will not extend the warranty period.

### **14.2 Manufacturer's Warranty (products not designed or manufactured by NSE)**

14.2.1 Products resold, installed or integrated by NSE are warranted in accordance with the manufacturer's warranty which appears on or inside the product. It is up to the Customer to take note of this, in particular in order to know the applicable exclusions of guarantee.

14.2.2 NSE does not give any warranty other than that provided by the manufacturer.

### **14.3 Warranty Specific to the Aircraft Equipment Repair Business**

14.3.1 Unless otherwise agreed, overhaul and repair services shall be delivered with a warranty of six months from delivery. The warranty shall apply only to the repair work performed.

14.3.2 In the event of a defect that is eligible for the guarantee, the equipment must reach NSE within three (3) days of the discovery of the defect together with an explicit request for the guarantee. A description of the fault must accompany the request.

14.3.3 The decision to repair under warranty shall be made by NSE and notified by a technical examination report, which shall specify which repairs are covered and which are not. If the Customer accepts the conclusions of this report, he shall confirm this to NSE who shall proceed with the repairs. If the Customer does not accept the conclusions of this report, NSE shall summon the Customer for an expert examination in his presence. In any case, the costs of the assessment shall be charged to the Customer.

14.3.4 Any intervention by NSE on any other part of the equipment is excluded from this warranty.

### **14.4 General Warranty Exclusions**

14.4.1 The following are excluded from the above guarantees

- Defects resulting either from a design imposed by the Customer, or from materials, documents, elements supplied or imposed by the Customer;
- The consequences of assembly or installation by the Customer or a third party;
- Deterioration of the Products due either to negligence or to a lack of supervision or maintenance or to defective assembly or to a false operation attributable to others than NSE, or to use not in conformity with the specifications;
- If the Product has been stored improperly or not in accordance with the specifications, or if it has been repaired/overhauled or otherwise handled by a third party other than one expressly approved by NSE;
- Incidents resulting from Force Majeure events;

14.4.2 In addition, NSE shall not be obliged to provide Warranties :

-in the event of deterioration of the Product due to an accident, any type of incident (including faulty packaging), or any other fortuitous cause (such as a thunderstorm), a defect in the electrical network or air conditioning system, or any other cause outside the scope of normal or reasonable use, whether such causes are the fault of the Customer, its staff or a third party,



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- If the failure of the equipment is due to the use of supplies which do not conform to the equipment manufacturer's specifications, or,

- If the Product is not or is no longer up to date enough to allow NSE to perform the services

14.4.3 Any services not included in the quotation, provided by NSE at the Customer's request, will be invoiced to the Customer on the basis of the current NSE tariff.

14.4.4 In addition, the IT Support Services provided by NSE do not include:

- Analysis of system performance and advice on optimizing its operation

- Assistance in operating the system or network on which the qualified software is installed.

- The supply of licenses, updates, media or documentation, unless specifically agreed.

- Installation of application software.

- Support for development tools and the development of customer-specific applications or programs.

- On-site support.

14.4.5 NSE is entitled to use the expertise of third parties to assist in the performance of the Services, without obligation to inform the Customer.

14.4.6 All NSE personnel involved in the performance of the Services shall in any event remain under the sole hierarchical and disciplinary authority of NSE.

### **14.5 Out of Warranty Service**

For any non-warranty repair, the Customer shall address his request to NSE in accordance with the terms of article 4.

Articles 14.1 to 14.4 do not apply to non-warranty after sales services.

Non-warranty after-sales services are subject to a charge and to specific arrangements which will be communicated to the Customer following his request.

## **ARTICLE 15 : Liability**

15.1 In no event shall NSE be liable to the Customer, its agents, employees, successors or assigns for any indirect or consequential loss of any kind, including without limitation any loss, cost, damage, loss of revenue or profit, suffered by the Customer or any third party as a result of any defect in, or loss of use of, the Product or any part of the Product or any failure by NSE to carry out the Services and generally to perform its contractual obligations.

15.2 NSE's total cumulative liability in connection with the performance of the order or the Contract shall in no event exceed ten percent (10%) of the order or Contract value.

Unless otherwise expressly agreed between the Parties, NSE shall act on a best effort basis.

15.3 Exclusion of liability: force majeure

Neither Party shall be liable for the total or partial non-performance of its obligations due to an event constituting force majeure within the meaning of Article 1218 of the Civil Code and case law.

The following are also considered as force majeure events

- social conflicts: in particular internal or external strikes; shortage, delay or general disruption of supplies of raw materials, Products, sub-products or equipment goods;

- significant variations in the price of raw materials, products, by-products necessary for the execution of the contract or the order;

- natural disasters: floods, drought, earthquakes, etc;

- disasters and hazards, such as fire, explosions, accidents or breakdowns of machines, tools or equipment, or scrapped parts

- action or failure to act by public services or authorities and their consequences: import or export restrictions, quotas, prohibition or failure to obtain a licence or permit

- epidemics or pandemics, acts of war, riots, terrorism, sabotage, embargoes, breakdown of diplomatic relations, various public order disturbances, interruptions or delays in transport and, more generally, any mandatory regulatory decisions affecting the proper performance of the contractual obligations, such as curfews, confinement, administrative closures, sanctions or other, taking effect after the placing of the Order or the signing of the Contract.

It is agreed that Force Majeure will only lead to the suspension of this Contract for the time during which it produces its effects and the timetable for the performance of the obligations will be





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extended by the time lost as a result of this event, to which will be added the additional time required to overcome the effect of the event.

The Party intending to avail itself of this right shall inform the other Party without delay by written notification with supporting evidence (i) of the implementation of all the measures available to it to mitigate the impact (such as the use of teleworking, reorganization of working methods, etc.), (ii) proving the strict causal link between the event and the difficulties in performing the contract. In the event that the suspension exceeds a period of three (3) months from the date of receipt of the notification, the Parties shall meet to decide whether or not to terminate the present contract.

### **ARTICLE 16 : Insurance**

16.1 NSE has taken out property and liability insurance policies, excluding theft cover.

16.2 Apart from the limitation of liability set out in article 15, NSE shall not be liable beyond the limits of its insurance policies. It is therefore up to the Customer to take out insurance for his own Products.

16.3 In the event of a claim on goods entrusted to NSE, it is the responsibility of the Customer who owns the goods to expressly inform NSE in writing of the insurance values of the goods before entrusting them to NSE. In all cases, compensation shall not exceed the expert's value within the limits of the 'entrusted goods' cover of the relevant insurance policy, without exceeding the liability limits set out in article 15.

### **ARTICLE 17 : Intellectual property**

17.1 Drawings, models, patents, software, plans and in general all documents of any kind given or sent by NSE to the Customer are the exclusive property of NSE or its suppliers and may not therefore be executed or reproduced without the express prior written authorization of NSE or its supplier, nor may they be the subject of any claim to intellectual property rights of any kind.

17.2 The sale of the Products or Services does not involve any transfer of technology or know-how to the Customer. The technology and know-how, whether patented or not, remains the full and complete property of NSE or its supplier.

17.3 The intellectual property of studies, processes, moulds and tools can only be transferred to the Customer if this transfer and its financial counterpart are expressly agreed, in particular by the very specific mention indicated on the order of which NSE will have acknowledged receipt to the Customer.

17.4 In all cases, NSE shall remain the exclusive owner of its know-how.



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### ARTICLE 18 : Confidentiality

18.1 The Client shall treat as strictly confidential and shall not disclose any information communicated, whether data, technical formulas, concepts, financial conditions or any other information other than public information of which the Client may become aware in the course of the contract. For the application of this clause, the Client is liable for its employees, collaborators, partners, even if they are occasional, as well as for itself. However, the Customer shall not be liable for any disclosure if the material disclosed is in the public domain or if the Customer has knowledge of it or has obtained it from third parties by legitimate means.

18.2 NSE shall also hold in strict confidence any information of the Customer which it may have obtained in the course of the contract.

### ARTICLE 19 : Suspension - Termination

19.1 NSE shall be entitled to suspend performance of the Contract in the event of non-payment (or risk of non-payment) by the Customer on any due date. Performance may be suspended until the outstanding invoice has been paid. The time limits for performance shall be automatically extended for the duration of the Customer's delay in making payment, which shall itself be increased by the costs incurred by NSE as a result of the suspension and interest on arrears in accordance with clause 7.6.

19.2 In any event if the delay in payment is more than thirty (30) days, NSE shall be entitled to terminate the Contract in accordance with clause 7.7.

19.3 In the event of a serious breach by one of the Parties of any of its obligations, the other Party may give notice to the defaulting Party to remedy the said breach by e-mail or by registered letter with acknowledgement of receipt. If thirty (30) days after this notification, the defaulting Party has not undertaken to remedy the breach, the other Party is entitled to terminate the Contract by registered letter with acknowledgement of receipt. Termination shall be effective as of the date of receipt of the above-mentioned registered letter.

19.4 If the Parties have decided to terminate the Contract due to an event of Force Majeure, the Customer shall pay NSE for any part of the Products realised on the day the termination takes effect and shall reimburse NSE for all costs incurred in the performance of the Contract.

### ARTICLE 20 : Assignment - Subcontracting - Modification Control

20.1 The Customer may not transfer all or part of its rights and obligations under the Contract without the prior written consent of NSE.

20.2 NSE reserves the right to subcontract the performance of all or part of the Products or Services to third parties.

20.3 The Customer undertakes to declare to NSE any change in the composition of its capital, or that of its parent company, as well as any judgement to open collective proceedings, within eight (8) calendar days of the occurrence of such an event.

### ARTICLE 21 : Non-solicitation of personnel

The Customer shall not, without prior written agreement, make direct or indirect offers of employment to any employee of NSE assigned to the execution of the services which are the subject of the contract or the order, or to take him into his service under any status whatsoever during the entire duration of the contract and for a period of two years after the termination of the contract.

Non-compliance with this clause will result in the payment of compensation corresponding to one year's salary, including all charges, to the employees concerned.

### ARTICLE 22 : Personal Data Processing and Privacy Policies NSE

NSE is committed to comply with the obligations arising from National and European regulations (EU Regulation 2016/679) on the protection of personal data, in accordance with the provisions from the Privacy Policy, available at <https://www.nse-groupe.com/politique-de-confidentialite>.



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### **ARTICLE 23 : Compliance with the NSE Ethics Code of Conduct**

The Client undertakes to comply with the principles set out in this Code of Conduct, which is available on the website [www.nse-groupe.com](http://www.nse-groupe.com)

The Customer declares in particular that he has not infringed the laws and regulations concerning the fight against corruption, that he or any of his directors or managers have not been subject to civil or criminal sanctions, in France or abroad, for violation of the laws and regulations concerning the fight against corruption.

In the event of non-compliance with these principles, NSE shall be entitled to terminate any Orders in progress with immediate effect and without compensation, without prejudice to any recourse against the Customer.

### **ARTICLE 24 : Non-waiver - severability**

The fact of not availing oneself of any of the provisions of these General Conditions does not constitute a waiver of the right to avail oneself of them later.

In the event that one of the clauses of these General Terms and Conditions is declared null and void or inapplicable in whole or in part, the other provisions shall continue to have effect, with the Parties endeavouring to implement an alternative clause.

### **ARTICLE 25 : Applicable law - Dispute resolution - Language of the contract**

25.1 The applicable law is French law.

25.2 The Parties expressly agree that any dispute arising from the interpretation or execution of the Contract and/or these General Conditions shall be submitted, in the absence of amicable settlement, to the materially competent jurisdiction of the head office, or of any of the establishments of NSE.

25.3 The language of the Contract is French. The general conditions are available in English. In case of difficulty of interpretation the French version shall prevail.