

SEQUANS COMMUNICATIONS STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS - As used herein, the following terms shall have the meanings set forth below:

(a) "Seller" shall mean Sequans Communications.

(b) "Buyer" shall mean the individual or entity that has submitted a Purchase Order to Seller or has otherwise purchased Product directly from Seller

(c) "Purchase Order" shall mean a written offer to purchase the Product communicated to Seller by Buyer.

(d) "Product" shall mean Seller's product: silicon, hardware board, LTE module, and/or LTE module evaluation kit and related documentation

(e) "Product Specification" always refers to Seller's product specification.

(f) "Delivery Date" is the date when the Product is tendered to the carrier at Seller's shipping point.

(g) "Order Acknowledgement" shall mean the document Seller sends to Buyer acknowledging and accepting a Purchase Order.

(h) "LTE Essential Patents" means Standard Essential Patents covering mandatory features of the LTE standards set by 3GPP, it being specified that "Standard Essential Patents" ("SEP") refer to patents that claim inventions that must be used to comply with and/or implement the mandatory features – not optional ones - of an industry standard developed by a standard development organization (SDO), such use entailing an unavoidable infringement of such inventions" **(i)** "With LTE Essential Patents Indemnification" shall mean that the Product is purchased with indemnification by Seller of LTE Essential Patents as described in Section 15 below.

(j) "Without LTE Essential Patents Indemnification" shall mean that the Product is purchased without indemnification by Seller of LTE Essential Patents as described in Section 16 below.

(k) "Standard Terms" shall mean these Sequans Communications Standard Terms and Conditions of Sale.

(l) "Agreement" means the accepted Purchase Order and these Standard Terms.

2. PURCHASE PROCESS

(a) If Buyer would like to purchase Product, it must submit a purchase order to Seller. If Seller accepts the purchase order, it will send an Order Acknowledgment to Buyer. Seller will only accept Buyer's orders if they are in writing on a properly constituted order in PDF version.

(b) The terms applicable to Seller's sales to Buyer will be, in order of precedence: (i) the terms of Seller's Order Acknowledgement to which Buyer's offer relates, if any; (ii) the terms of any customer agreement provided by Seller that Buyer has signed in the past that has not been terminated, if terms and conditions of sale have been incorporated into that signed customer agreement; and (iii) unless contradicted by a signed agreement as described in (ii), these Standard Terms. Any provision of Buyer's Purchase Order or other written communication which is in any way inconsistent with or in addition to these documents shall not be binding on Seller.

(c) In the absence of a customer agreement as described in section 2(b)(i) above, the Order Acknowledgment constitutes a counteroffer to Buyer, and Buyer's failure to object in writing to any provision within five (5) days of receipt of the Order Acknowledgment shall constitute acceptance of these Standard Terms and any terms included in the Order Acknowledgment. Seller's failure to object to provisions contained in any communication from Buyer shall not be a waiver of these Standard Terms nor any additional terms included with Seller's Order Acknowledgment.

3. EVALUATION BOARDS

The evaluation board (the "Evaluation Board") offers limited features allowing developers only to evaluate and test the Sequans Products. The Evaluation Board is not intended for consumer or household use. Buyer is not authorized to use the Evaluation Board in any production system, and it may not be offered for sale or lease, or sold, leased or otherwise distributed for commercial purposes. If the Evaluation Board is incorporated in an evaluation system, the evaluation system may be used by Buyer solely for evaluation and testing purposes. Such evaluation system may not be offered for sale or lease or sold, leased or otherwise distributed for commercial purposes and must be accompanied by a conspicuous notice as follows: "*This device is not, and may not be, offered for sale or lease, or sold or leased or otherwise distributed for commercial purposes*".

4. PRICE AND PAYMENT

(a) All prices published or quoted by Seller may be changed at any time after any written quotation expires without prior notice. Unless otherwise specified, written quotations expire

thirty (30) calendar days from the date issued.

(b) Seller will invoice Buyer on the Delivery Date. Such invoices will be due and payable net thirty (30) days from date of invoice without deduction or set off of any kind.

(c) At any time before the Delivery Date, Seller reserves the right to change any terms of credit extended to Buyer in the event Seller believes, in good faith, that there has been an adverse change in Buyer's credit worthiness or Buyer fails to comply with agreed credit terms, and to require partial or full payment in advance. In such event, if Buyer refuses to accept such change in credit terms, Seller may cancel Buyer's Purchase Order without any liability to Seller. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws or their equivalent, Seller may cancel any Purchase Order then outstanding without liability to Seller and Buyer shall reimburse Seller for costs incurred and lost profit for the Product so canceled.

(d) Without limiting any other remedies available to Seller at law or otherwise, Buyer shall pay interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, if less, on amounts due Seller for any period during which payment remains in arrears.

5. TAXES - Unless otherwise stated on the face hereof or in the quote, the prices do not include V.A.T., withholding taxes, customs, duties or any sales, use, excise, or other similar taxes.

Buyer shall pay, in addition to the prices indicated, the amount of any present or future customs, duties or any sales, use, excise or other similar tax applicable to the sale of the Product, or in lieu thereof Buyer shall supply Seller with an appropriate tax exemption certificate.

6. EXPORT CONTROL AND REGULATORY REQUIREMENTS

(a) Buyer represents that the Product will not be shipped to any countries subject to embargo, export controls or other restrictions under any applicable law or regulation. Buyer is obliged to comply with regulatory requirements applying to the Product as indicated the Product's documentation.

(b) With respect to subsection 6(a) above, Buyer acknowledges notably that it shall not sell, export or re-export, directly or indirectly, to the Russian Federation of for use in the

Russian Federation any Product – on a standalone basis or as embedded in another product - supplied under the Agreement, pursuant to Article 12g of Council Regulation (EU) n°833/2014 (the “**Obligation**”). Considering the foregoing Obligation, Buyer shall (i) undertake its best efforts to ensure that the foregoing obligation is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the Obligation.

(c) Any violation of subsections 6(a) and 6(b) above shall constitute a material breach of an essential element of this Agreement, and Buyer shall be entitled to seek appropriate remedies, including, but not limited to: (1) termination of this Agreement; (2) Buyer shall immediately inform the Seller about any problems in applying the provisions of this Section 6, including any relevant activities by third parties that could frustrate the purpose of the Obligation. Buyer shall make available to the Seller any and all information concerning compliance with the obligations under subsection 6(b) above, within two weeks of the simple request of such information.

7. DELIVERY POINT - All sales are made Ex Works point of shipment, Seller's facility. Title and risk of loss or damage shall pass to Buyer upon tender of the Product to the carrier at the shipping point. Unless written instructions from Buyer specifying the method of shipment have been received and accepted by Seller, Seller will exercise its own discretion in selecting the manner of shipment, insurance, and carrier. Buyer shall be solely responsible for filing any claims for damage during shipment with the carrier. After the passage to Buyer of such risk of loss, the Product held by Seller, for whatever reason, shall be held for Buyer's account at Buyer's expense, irrespective of whether the Product is within the coverage of any insurance policy maintained by Seller.

8. DELIVERY

(a) Seller will manufacture the Product in accordance with the shipment date as indicated in the Order Acknowledgment. However, the shipment date is an estimate only, and Seller will be subjected to no liability for failure to perform on or by such date.

(b) Seller reserves the right to make partial shipments by line item with the consent of the Buyer, which consent

shall not be unreasonably withheld, and invoices will be issued accordingly by Purchase Order line item.

9. PRODUCT ACCEPTANCE

(a) Buyer shall notify Seller (and the carrier where appropriate) of discrepancies between type and quantity of the Product ordered and the Product delivered, or damage to the Product, within three (3) working days of Buyer's receipt of the Product. Lacking such notice, Buyer shall be deemed to have irrevocably accepted the Product as invoiced.

(b) Defective Product may be returned to Seller only after prior notification and receipt of a Return Material Authorization number (hereinafter referred to as “RMA Number”). All Product returned under an RMA will be at Buyer's expense and risk. Product returned without a valid RMA Number will be sent back to the Buyer at Buyer's expense and risk.

(c) No credit allowances for defective Product will be made or replacements therefore shipped until it is established to Seller's satisfaction after suitable test and inspection that the Product was in fact defective. Seller reserves the right to impose a reasonable rescoring charge if Seller determines that the Product returned is found to be functional.

10. SPECIFICATIONS - All Product is subject to Seller's standard specifications. Seller reserves the right to make substitutions and modifications in the specifications of any Product without notification to or approval from Buyer, provided that such substitutions or modifications do not materially affect Product performance or purpose.

11. UNSUITABLE USE FOR SELLER'S PRODUCT

“Unsuitable Use” shall mean: (1) any use of a Product under conditions outside of the specifications; (2) encoding of data files or applications on a Product other than those contained in the Approved Profile; (3) any use of a Product, unless agreed in advance by Seller, in any of the following devices, equipment, applications or environments where failure or malfunction can reasonably be expected to result in personal injury, death or severe property or environmental damage as further defined herein: usage in military, Offshore Usage, usage in Aircraft Products, usage in outer space or in any nuclear facility, usage in life support systems used to sustain the life of critically injured or ill persons in an intensive care setting, including without limitation, feeding tubes and

defibrillators and usage in implantable medical devices. For purposes of Unsuitable Use, the following definitions shall apply:

(a) “Aircraft Products” means usage of a Product in an application in any aircraft (including missiles, spacecraft, satellites and any ground control or support equipment intended for use in connection therewith) and any other goods, products or services specifically intended for use in the manufacture, repair, service, operation or maintenance of any aircraft.

(b) “Offshore Usage” means usage of a Product in an application on any fixed or floating “structures” or any group of “structures” located off the coast anywhere in the world. “Structures” includes all associated components and equipment located in, on or under water, including but not limited to (i) Fixed or mobile production facilities for the production of oil or gas; (ii) Offshore drilling installations; (iii) Offshore wind energy installations; (iv) Underwater telecommunication or power lines; and (v) Underwater oil and gas pipes.

12. LICENSE

(a) Absent any separate license agreement between Seller and Buyer for the Product, Seller grants to Buyer a perpetual, non-exclusive, worldwide and non-transferable right to use the Product to and exclusively to (i) internally develop and design products incorporating the Product, (ii) use as-is the software binary code included with the Product, exclusively in connection with the Product, and (iii) offer for sale and sell or otherwise distribute the products incorporating the Product and sub-license to Buyer's customers worldwide the use of the Product as a part of products purchased by such customers, including all new releases of the software binary code included with the Product.

(b) BUYER ACKNOWLEDGES THAT THE SOFTWARE INCLUDED WITH THE PRODUCT (BINARY CODE AND SOURCE CODE) AND THE SOC COMPOSING OR INTEGRATED IN THE PRODUCT SHALL NEVER BE USED SEPARATELY. ANY FAILURE TO COMPLY WITH THIS SUBSECTION (B) SHALL ALLOW SELLER TO LAWFULLY TERMINATE THE AFORESAID LICENSE. BUYER SHALL REMAIN SOLELY LIABLE FOR ANY NON-COMPLIANCE WITH THIS SUBSECTION (B), EITHER BY BUYER ITSELF OR ITS EMPLOYEES, AGENTS, PRINCIPALS AND INDEPENDENT CONTRACTOR.

(c) Buyer shall reproduce and include any and all copyright notices and proprietary rights legends that are included with any software included with the Product.

(d) Buyer shall not, nor permit others to, reverse engineer, decompile, or disassemble any software included with the Product, nor shall Buyer, nor permit others to, reduce the binary materials or any component thereof to human-readable or non-binary form.

(e) All intellectual property rights and other proprietary rights of Seller or licensed to Seller not expressly granted to Buyer herein are expressly reserved by Seller. Buyer shall not acquire any title, copyright or other proprietary rights in the Product of any software included with the Product other than as specified herein. To the extent Buyer or any of Buyer's customers require intellectual property rights or other proprietary rights of Seller not expressly granted herein, Buyer or Buyer's customer must execute a separate written license agreement with Seller.

(f) Buyer acknowledges that the software included in the Product contains open source code (e.g, source code subject to a GNU GPL license) and that specific rules should consequently be applied. Buyer shall comply with free software agreement(s) related to applicable open source code. The open source code incorporated into the software and the rules that apply to it may be obtained from the Seller. Seller warrants that is in compliance with all applicable license terms for open source software used in the software included in the Product.

13. LIMITED WARRANTY - Seller warrants all Product against defects in materials and workmanship for a period of one (1) year from the Delivery Date. Board Products are warranted for a period of six (6) months from the Delivery Date. Seller's sole liability shall be limited to either replacing, repairing or issuing credit, at its option, for the Product if it has been paid for. Seller will not be liable under this provision unless:

(a) Seller is promptly notified in writing upon discovery of defects by Buyer;

(b) The claimed defective Product is returned to Seller, insurance and transportation charges prepaid, by Buyer;

(c) The claimed defective Product is received within one year from the Delivery Date, and six months from the Delivery Date for board Product, and;

(d) Seller's examination of the Product discloses to its satisfaction that the alleged defect was not caused by misuse, neglect, improper installation,

repair, alteration, accident or other hazard.

THIS WARRANTY DOES NOT COVER, AND SELLER SHALL HAVE NO LIABILITY FOR, PRODUCT DAMAGE WHICH RESULTS FROM ACCIDENT, MISUSE, ABUSE, IMPROPER LINE VOLTAGE, FIRE, FLOOD, LIGHTNING OR OTHER ACTS OF GOD OR DAMAGE RESULTING FROM ANY MODIFICATIONS, REPAIRS OR ALTERATIONS PERFORMED OTHER THAN BY SELLER OR SELLER'S AUTHORIZED AGENT OR RESULTING FROM FAILURE TO STRICTLY COMPLY WITH SELLER'S WRITTEN OPERATING AND MAINTENANCE INSTRUCTIONS. BUYER ACKNOWLEDGES THAT THE PRODUCT IS HIGHLY SENSITIVE ELECTRONIC DEVICE REQUIRING SPECIAL HANDLING AND THAT THIS WARRANTY DOES NOT APPLY TO IMPROPERLY HANDLED PRODUCT. SELLER EXPLICITLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ANY WARRANTIES NOT PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES PROVIDED BY THE UNIFORM COMMERCIAL CODE, TO THE GREATEST EXTENT PERMITTED BY LAW.

14. LIMITS OF LIABILITY AND INDEMNIFICATION

(a) The warranties of Seller set forth above are in lieu of, and Buyer hereby waives, all other warranties of Seller, express or implied, arising out of or in connection with, the sale of the Product, or the use, installation or performance thereof, in the course of dealing or performance under this agreement, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

(b) Seller shall not be liable to Buyer, to Buyer's customers or to any other person, and Buyer agrees to indemnify Seller, with respect to any claims for incidental, special, indirect, consequential, or punitive damages, including loss of profit, and loss of plant, equipment, production, property damage or personal injury arising from the sale or subsequent use of the Product, whether in an action based on contract, tort, strict liability, or otherwise, even if advised of the possibility of those damages or for any claim by any other party.

(c) Buyer acknowledges that in no event shall Seller be liable, and Buyer will indemnify and hold Seller harmless, for any and all damages caused by Buyer or its customers in

connection with the open source code described in Section 12(f).

(d) Seller's total liability for any warranty, defense, or indemnification obligations under these Standard Terms, including, but not limited to, those set forth in Sections 13, 15 and 16 shall not exceed fifty percent (50%) of the amounts paid to Seller by Buyer for the Product within the twelve (12) month period preceding the occurrence of the applicable liability.

(e) BUYER WARRANTS THAT IT WILL NOT USE, OR KNOWINGLY PERMIT ANY OF ITS DIRECT OR INDIRECT CUSTOMERS TO USE, ANY PRODUCT (i) IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH-RISK APPLICATION AND/OR (ii) IN A WAY LIKELY TO CONSTITUTE UNSUITABLE USES AS DEFINED UNDER SECTION 11 ABOVE.

BUYER FURTHER WARRANTS THAT IT WILL NOT SUBMIT ANY PURCHASE ORDER FOR PRODUCTS WHICH BUYER KNOWS OR HAS REASON TO KNOW WILL BE USED IN THE PERFORMANCE OF A UNITED STATES GOVERNMENT CONTRACT OR SUBCONTRACT WHICH INCORPORATES FEDERAL REGULATIONS EXPRESSLY OR BY REFERENCE, INCLUDING WITHOUT LIMITATION THE FEDERAL ACQUISITION REGULATION (FAR), DEFENSE ACQUISITION REGULATION (DAR), ARMED SERVICES PROCUREMENT REGULATIONS (ASPR), AND COST ACCOUNTING STANDARDS (CAS). BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT SELLER INCURS IN CONNECTION WITH A BREACH OF THE FOREGOING WARRANTIES. BUYER SHALL OBTAIN SELLER'S WRITTEN CONSENT BEFORE USING, SELLING, OR OFFERING TO SELL THE PRODUCT FOR ANY OF THE USES SET FORTH IN THIS SECTION.

15. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT – INDEMNIFICATION FOR PRODUCT SOLD WITH LTE ESSENTIAL PATENTS INDEMNIFICATION

(a) Subject to the provisions of this section 15, for Product shipped by Seller and with invoices issued by Seller which clearly indicate that the pricing reflects Product With LTE Essential Patents Indemnification, Seller agrees, at its own expense, to defend Buyer from and against any claim, suit or proceeding, and to pay

all judgments and costs finally awarded against Buyer in connection with any such claim, suit or proceeding insofar as it is based upon an allegation that the Product as furnished by Seller infringes any third party patent, provided that Seller is notified immediately of such claim in writing and is given authority and full and proper information and assistance (at Seller's expense) for defense of same. In case such Product is finally held to be infringing and the use of the Product is enjoined, Seller shall at its sole discretion and at its own expense: (1) procure for Buyer the right to continue using the Product; (2) replace or modify the same so that it becomes non-infringing; or (3) remove such Product and grant Buyer a credit for the depreciated value of the same.

(b) Buyer shall have the right to employ separate counsel in any claim, suit or proceeding set forth in Section 15(a) and to participate in the defense thereof, but the fees and expenses of Buyer's counsel shall not be borne by Seller unless: (1) Seller specifically so agrees; or (2) Seller, after written request and without cause, does not assume such defense. Seller shall not be liable to indemnify Buyer for any settlement effected without Seller's consent, unless Seller failed, after notice and without cause, to defend such claim, suit or proceeding.

(c) The indemnification set forth in Section 15(a) shall not apply and Buyer shall indemnify Seller and hold it harmless from all liability or expense (including costs of suit and attorney's fees) if the alleged infringement arises from, or is based upon Seller's compliance with Buyer's particular requirements that differ from Seller's standard specifications for the Product, or modifications or alterations of the Product, or a combination of the Product with other items not furnished or manufactured by Seller.

(d) Buyer agrees that Seller shall not be liable for any collateral, incidental or consequential damages arising out of patent infringement.

(e) Seller shall have no obligation under this Section 15 with respect to any claim to the extent it is based upon (i) use of the Product outside the Product's published and inherent use, (ii) any intellectual property right of an entity in which Buyer or an affiliate or subsidiary has a controlling or financial interest or for which it has cross license rights, (iii) resulting from any suit or allegation initiated by Buyer (e.g., a counter claim), or (iv) Buyer's failure to use materials or instructions provided by Seller which would have rendered the Product non-infringing. Seller's obligations under this section shall not apply to any infringement

occurring after Buyer has received notice of a proceeding alleging infringement unless Seller has given written permission for the continuing use or sale of the Product.

(f) To the extent the third party patent alleged to be infringed by the Product constitutes LTE Essential Patent, Seller's total liability for the costs of defense, judgments and costs finally awarded shall not exceed the amount of the lower of (i) a fair, reasonable and nondiscriminatory license fee which the owner of the LTE Essential Patent would be entitled to obtain directly from Seller for the infringement by Seller's Module or (ii) the indemnity described in Section 15(a) above.

(g) The foregoing provisions (a) to (f) applies exclusively to Products limited to modules to the exclusion of all other Products and states the entire liability of Seller for intellectual property rights infringement for Product sold with LTE Essential Patents indemnification.

16. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT – INDEMNIFICATION FOR PRODUCT SOLD WITHOUT LTE ESSENTIAL PATENTS INDEMNIFICATION

(a) Seller agrees, at its own expense, to defend Buyer from and against any claim, suit or proceeding, and to pay all judgments and costs finally awarded against Buyer in connection with any such claim, suit or proceeding insofar as it is based upon an allegation that the Product as furnished by Seller infringes any patent, provided that Seller is notified immediately of such claim in writing and is given authority and full and proper information and assistance (at Seller's expense) for defense of same. In case such Product is finally held to be infringing and the use of the Product is enjoined, Seller shall at its sole discretion and at its own expense: (1) procure for Buyer the right to continue using the Product; (2) replace or modify the same so that it becomes non-infringing; or (3) remove such Product and grant Buyer a credit for the depreciated value of the same.

(b) Buyer shall have the right to employ separate counsel in any claim, suit or proceeding set forth in Section 16(a) and to participate in the defense thereof, but the fees and expenses of Buyer's counsel shall not be borne by Seller unless: (1) Seller specifically so agrees; or (2) Seller, after written request and without cause, does not assume such defense. Seller shall not be liable to indemnify Buyer for any settlement effected without Seller's consent, unless Seller failed, after notice and without cause, to defend such claim, suit or proceeding.

(c) The indemnification set forth in Section 16(a) shall not apply and Buyer shall indemnify Seller and hold it harmless from all liability or expense (including costs of suit and attorney's fees) if the alleged infringement arises from, or is based upon Seller's compliance with Buyer's particular requirements that differ from Seller's standard specifications for the Product, or modifications or alterations of the Product, or a combination of the Product with other items not furnished or manufactured by Seller.

(d) Buyer agrees that Seller shall not be liable for any collateral, incidental or consequential damages arising out of patent infringement.

(e) Seller shall have no obligation under this Section 16 with respect to any claim to the extent it is based upon (i) use of the Product outside the Product's published and inherent use, (ii) alleged infringement of LTE Essential Patents, (iii) any intellectual property right of an entity in which Buyer or an affiliate or subsidiary has a controlling or financial interest or for which it has cross license rights, (iv) resulting from any suit or allegation initiated by Buyer (e.g., a counter claim), or (v) Buyer's failure to use materials or instructions provided by Seller which would have rendered the Product non-infringing. Seller's obligations under this section shall not apply to any infringement occurring after Buyer has received notice of a proceeding alleging infringement unless Seller has given written permission for the continuing use or sale of the Product.

(f) The foregoing states the entire liability of Seller for intellectual property rights infringement for Product sold without LTE Essential Patents indemnification.

17. BUYER'S REPRESENTATIONS

(a) Buyer has checked that the Product is appropriate for its requirements and that it has satisfied itself that it has received all information necessary from Seller.

(b) Buyer shall use and shall procure that end-users use the Product in accordance with (i) the applicable laws and regulations and (ii) the applicable Standard Terms.

18. CANCELLATION - Seller must receive Buyer's written cancellation notice no less than ninety (90) days before Seller's scheduled ship date indicated in the Order Acknowledgment.

19. RESCHEDULING OF DELIVERY

(a) Product scheduled for delivery within sixty (60) days cannot be rescheduled

(b) Product scheduled for delivery outside of sixty (60) days may be rescheduled one (1) time, as long as the rescheduled ship date takes within the same calendar quarter as the original scheduled ship date.

20. END OF LIFE – In the event that Seller decides to discontinue the manufacture of a Product, Seller shall give Buyer at least three (3) months advance written notice thereof. Supplier shall allow Buyer to place Purchase Orders for the given Product, which shall be non-cancelable and non-reschedulable, in acceptable and sufficient amounts, within twelve months (12) months from the date of the aforesaid notice.

21. PROHIBITIONS - Buyer covenants that it shall not use the Products for the purposes of disturbing international peace and security, including notably (i) the design, development, production, stockpiling or any use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) the other military activities, or (iii) any use supporting these activities.

22. TERMINATION

In the event either Party breaches any of its material obligations as set forth in the Agreement, the other Party shall be entitled to terminate such Agreement thirty (30) days following a notice to cure the breach given in a letter sent registered mail, return receipt requested, with which the breaching Party fails to comply, without prejudice to the right of the non-breaching Party to claim any damages to which it may be entitled.

23. GENERAL

(a) Subject to Section 2(b) above, these Standard Terms and any related Order Acknowledgment (i) constitute the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein, and (ii) supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to the subject matter hereof.

(b) All rights and obligations of the parties to these Standard Terms and any related Order Acknowledgment shall be governed by and construed in accordance with the laws of France.

(c) All covenants, stipulations and promises in these Standard Terms and any related Order Acknowledgment shall be binding upon and inure to the benefit of the

parties hereto and their respective successors in interest, assignees, and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under these Standard Terms and any related Order Acknowledgment without the prior written consent of the other party; provided, however, that a successor in interest to a party by merger, by operation of law, or by assignment, purchase, or otherwise, of the entire business of either party shall acquire all the rights and be subject to all the obligations of such party hereunder, without the necessity of obtaining such prior written consent; provided, however, that nothing herein shall prevent either party from assigning all of its rights and obligations under these Standard Terms and any related Order Acknowledgment to a wholly-owned subsidiary of that party upon written notice to the other party.

(d) If the performance of these Standard Terms and any related Order Acknowledgment or if any obligations hereunder, except the making of payments, is prevented, restricted, or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; inability to obtain raw materials, unforeseen manufacturing inefficiencies, power, or supplies, war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the parties hereto (together referred to as "Force Majeure Events"), the party so affected upon giving prompt written notice to the other party, will be excused from performance to the extent of the prevention, restriction, or interference, provided that the party so affected uses its best efforts to avoid or remove the causes of nonperformance and continues performance hereunder with the utmost dispatch as soon as those causes are removed. Should the given Force Majeure event last more than two (2) months, either Party shall be entitled terminate the given Purchase Order, upon seven (7) days prior written notice notified to the other Party by registered letter, being specified that such termination shall not entail any right of compensation whatsoever.

(e) The prevailing party in any legal, arbitration or dispute resolution action brought by one party against the other regarding the performance, interpretation, enforcement or with respect to any matter arising out of or in connection with these Standard Terms and any related Order Acknowledgment shall be entitled, in

addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs, reasonable attorneys' fees and related collection costs.

(f) These Standard Terms and any related Order Acknowledgment shall be governed by and construed in accordance with the laws of FRANCE. Any dispute regarding the performance, interpretation, enforcement, termination of the Agreement or with respect to any matter arising out of or in connection with these Standard Terms and any related Order Acknowledgment shall be submitted to the exclusive competence of the Courts of PARIS (FRANCE), notwithstanding plurality of defendants or introduction of a third party. Prior to any referral of a dispute to a Court, the Parties shall attempt to reach an amicable settlement.