

TALOS ART FOUNDRY LTD

GOODS AND SERVICES

TERMS AND CONDITIONS

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1. GENERAL REMARKS

1.1 Talos Art Foundry Ltd, of Project Workshops, Quarley, Andover, Hampshire SP11 8PX, is hereafter referred to as the 'Foundry'. The customer procuring goods and services from the Foundry is hereafter referred to as the 'Client'. The Client is either an individual, group, organisation, or any other entity procuring goods and services from the Foundry.

1.2 The Client is the person or entity who accepts the Foundry's written quotation for the goods and services being procured by them from the Foundry. The procurement of goods and services by the Client are hereafter referred to as the 'Order'. The Order must be placed in the manner described in clause 2.1 below. For the avoidance of doubt, the term 'Order' constitutes the following:

- (a)** The manufactured goods produced by the Foundry that pertain to the Order
- (b)** Services delivered by the Foundry that pertain to the Order
- (c)** A whole Order is represented by all the items listed on a single quote

1.3 Goods or services include any instalment or any part of the goods or service which the Foundry supplies in accordance with these terms and conditions to the Client.

1.4 Once the Client has accepted the Foundry's written quote (in the form dictated by clause 2.1 below) for the supply of goods and services the Foundry and the Client have formed a binding contract of supply and demand, respectively. The binding contract means that the Foundry will supply goods and services as detailed in the written quote and the Client has agreed to Order the goods and services as detailed in the written quote and for the price stated in the written quotation. More generally, on the Client's acceptance of any quote made by the Foundry the Client is bound by these Terms and Conditions in their entirety.

1.5 All quotations are valid for 61 days, but this period may be extended at that discretion of the Foundry.

1.6 The Terms and Conditions (in their entirety) constitute the legal basis of the contract between the Foundry and the Client for the supply and demand of goods and services which do not otherwise come under the written conventions of the law of the United Kingdom. Where a contract exists between the Foundry, for the purchase of goods and services to be supplied to a state other than the United Kingdom, the contract will be legally binding in both countries and subject to the written conventions of law in both countries.

1.7 The terms and conditions block all contrary clauses made in any way by the Client if the Foundry has not accepted them in writing.

2. GOODS AND SERVICE ORDERS

2.1 The Client may place an Order (which instructs the Foundry to proceed with producing the Order as detailed in the quotation) following their acceptance of the quotation only in one of the following written ways:

- (a)** By letter
- (b)** By email or email attached document
- (c)** By returning a signed copy of the quotation. The Client may sign the quotation copy held at the Foundry (which can be printed off for the Client at the time)

Where the Client places an order verbally without first being in possession of a written quotation from the Foundry, the Foundry will issue a written quotation for the Client to approve/accept in one of the ways listed in clause 2.1 above.

Where the Client places an order in writing without first being in possession of a written quotation from the Foundry, the Foundry will issue a written quotation for the Client's records. For the avoidance of doubt, by placing the order in this way the Client will have agreed to a reasonable fee for the work to be undertaken by the Foundry and as listed in the quotation for the Client's records.

2.2 The Foundry may only be bound by the conditions of its express acceptance of the firm and definitive Order from the Client, by written instruction or all other means of communication which produce a document (electronic or hardcopy), as listed in clauses 2.1 above.

2.3 For the avoidance of doubt, a verbal instruction to produce the Order will not be accepted unless it is followed – prior to the Order starting – in one of the written ways outlined above in clause 2.1.

2.4 When the Client places an Order – as described in clause 2.1 – the Client has formed a binding contract with the Foundry as detailed in clause 1.4 above.

2.5 The Client is responsible for ensuring the accuracy of the terms of any Order when submitted to the Foundry prior to its commencement. This includes any applicable specifications which define any part of the Order to be made in all aspects. This also includes the nature and types of control, inspection and tests required for acceptance, if any. In the case of there being no specification concerning the inspection and tests to be carried out on the Order, the Foundry is only obliged to carry out simple visual and dimensional inspections.

2.6 The Client is responsible for giving the Foundry any necessary information relating to the Order within a sufficient time to enable the Foundry to complete the goods and services in accordance with the terms and conditions. Any controls, inspections or tests required by the Client of the Order (including their extent and threshold of acceptance) must be stated by the Client to the Foundry prior to the quotation at the latest (enabling the quotation to take them into account where necessary). The demand for controls, inspections or tests (including their extent and threshold of acceptance) required by the Client after this deadline, will result in an

additional quotation (where necessary)/Order by the Client and only accepted at the discretion of the Foundry. Also see clause 3.1 below.

2.7 The Foundry has the right to produce a new quote if an existing Order is amended by the Client. Where there is a decrease or increase in price from the original quote the Client will be asked to accept the new quote in writing (in the way described in clause 2.1 above) before any Order is further commenced with. In the event the Client does not accept the new quotation, clause 1.4 above remains in force and the Client continues to be liable for the original Order. See clause 3.1 below for Order Cancellations.

2.8 The Foundry will apply the Foundry stamp to the Order, as a default aspect of the Order. The Client may indicate in writing, in one of the ways described in clause 2.1 above, that the Foundry stamp should not be added; in which case, the Foundry will not add the Foundry Stamp to the Order.

3. ORDER CANCELLATION OR POSTPONEMENT

3.1 The Client is not entitled to cancel any Order it has made with the Foundry. If he breaches this commitment (through breaching the payment terms (also see Article 8), contravening the law (see clause 3.2 below) or cancelling the Order, the Client shall compensate (in full) the Foundry for all its expenses borne and works already carried out to the date of the cancellation, for all that the Foundry could have earned in the performance of the Order and, more generally, for all other direct and indirect consequences of said cancellation. Also see clause 8.6 below.

3.2 The Foundry will cancel an Order if it contravenes any law of the United Kingdom or any country the Order is being supplied to and without any compensation to the Client. The Client has no rights to make a claim or claims against the Foundry under such circumstances. Under such circumstances the Foundry has the right to be compensated in the way defined in clause 3.1 above.

3.3 The client is not entitled to ask for any postponement of the performance and/or the delivery of an Order without the written agreement of the Foundry. In case of a postponement agreed with the Foundry, the Client shall pay any fees (storage, financial, administrative fees etc...) caused by the postponement. These fees shall be paid by the Client immediately on receipt of the corresponding invoice from the Foundry. The agreed upon postponed Order shall be paid at least at the initially agreed price and in case of price increase since the initially agreed delivery date, at the price conditions in force at the date of the actual delivery.

3.4 The Foundry reserves the right to postpone the order if the client is delinquent on any invoice by more than 7 days. Also see Article 8 below.

3.5 The Foundry reserves the right to postpone the order for a reasonable period in the event it is causing difficulty to the jobs' schedule or cashflow of the Foundry. This includes, but not limited to, client's making longer than expected artistic adjustments or additions to the order at any of the production stages, shortages in supplies of any type and cashflow of the Foundry. Also, Talos reserves the right to complete the order to the scheduled time and submit an invoice on its completion. Scheduling takes place once the order is confirmed.

4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

4.1 The inclusion of the Foundry stamp on the finished Order gives the Foundry no claim to the intellectual property rights generally considered to be those of the Client or the commissioned artist by the Client.

4.2 The Foundry belongs to the industrial subcontracting field. When the Client enlists the Foundry's services, he only decides to enlist the services of the Foundry specialist and because he considers that the Foundry has equipment and abilities suited to its needs.

4.3 Unless otherwise agreed in writing by the Foundry, the Foundry does not design the pieces that it makes. Also see clause 4.5 below.

4.4 The contract can specify in writing that the Foundry will carry out all or part of the casting design on the condition that the Client, who keeps the control of his product, keeps liability of the design according to the reasonable result he is looking for. As a consequence, each proposal of the Foundry, which is agreed in writing by the Client, and which is aimed at an improvement of the technical specifications or a modification of the design of the Order and laid down, notably, by economic requirements or requirements which are specific to the manufacturing processes in the Foundry, never bring about a transfer of responsibility. This applies, notably, in the case of industrial partnership or any relationship, which includes a stage of development. In this case, the contract specifies the field of intervention of each party.

4.5 The delivery of completed Orders or part of an Order does not transfer to the Client any rights of ownership belonging to the Foundry on its manufacturing studies, software, any research, processes, and patents. Therefore, the Client promises to keep the confidentiality of all kind of information, written or not, such as industrial drawings, outlines, technical instructions, that the Foundry will bring to his knowledge. The same applies to studies proposed by the Foundry and accepted by the Client to improve quality or cost price of Orders by a modification of the original specification.

4.6 In no instance may the Client use Foundry studies for his own purposes, nor divulge them without first having expressly obtained ownership of them.

4.7 The Client guarantees the Foundry against all consequences of actions which may/could be taken against him because of the carrying out of the Order for parts covered by industrial ownership rights or intellectual property rights such as patents, trademarks or registered designs, or by any private right/law.

4.8 In the specific case where the Foundry is the sole designer of the Order for the Client, the Client shall draw up a special contract, which is outside the scope of these general conditions.

5. PATTERNS AND MOULDS

5.1 When the Foundry is required by the Client to make patterns/moulds as part of the Order, the Foundry shall make them in agreement with the Client, according to the requirements of the Foundry's own production techniques. Also see clauses 2.5 and 2.6 above.

5.2 The Foundry may not be held responsible for costs of replacing a pattern/mould where it has been damaged because of normal manufacturing processes/risks/hazards.

5.3 Where patterns/moulds are provided by the Client, all manufacturing patterns/moulds must clearly bear obligatory markings, assembly references or usage references and must be supplied free of charge to the site specified by the Foundry (typically the Foundry). At the Foundry's discretion, the Foundry may agree with the Client to have the patterns/moulds collected from the Client, which will include a collection cost. Supplied patterns/moulds must be in a good quality condition, as determined by the Foundry.

5.4 Where moulds are provided by the Client, the Client is responsible for ensuring that the moulds match the Client's required standards and specifications of the Order perfectly. If the provided mould does not produce the required standards the Foundry is not responsible for the resultant standard in the Order. If the Client requires the Order to be corrected by the Foundry, it is at the Foundry's discretion to charge it as an additional Order. In such cases the Foundry will produce an additional quotation for the Client to agree; this will constitute an additional Order by the Client that is subject to these terms and conditions. See also clause 2.7.

5.5 Patterns/moulds produced as part of the Order belong to the Client and with the agreement of the Foundry they can be stored at the Foundry after the order has been completed. They shall be returned to the Client at his or at the Foundry's request, in the normal wear and ageing condition in which they are at the moment of their restitution. This clause is subject to clause 5.6 below being met by the Client. Also see clause 5.7 below.

5.6 The Client cannot come into possession of Ordered patterns/moulds without having paid all his bills owed to the Foundry.

5.7 At the discretion of the Foundry the ordered patterns/moulds can be retained free of charge for three years from the date of the last delivery. After this deadline, they shall be put at the Client's disposal. However, the Client can agree with the Foundry (in a written agreement) a storage extension. If there is no extension agreement, the Foundry may either proceed to destroy them after a deadline of three months which is running from a dated notice sent to the Client, or to invoice the storage, or to return the patterns/moulds to the Client. In the first instance and for the avoidance of doubt, the client should not expect the Foundry to store their moulds free of charge; this is at the discretion of the Foundry.

5.8 It is the Client's responsibility to ensure that the Foundry has the correct contact details for them. If the Foundry is unable to contact the Client to arrange a storage extension in pursuant of clause 5.7 above the Foundry has the right to destroy the patterns/moulds three months after the stated deadline in clause 5.7 above.

5.9 The Foundry may never use provided or Ordered patterns/moulds referred to in Article 5 for a third party, except where previous written authorisation is given by the Client.

5.10 It is the Client's responsibility, who remains entirely responsible for their stored patterns/moulds mentioned in this Article which he owns, to insure himself that they do not deteriorate or are not destroyed at the Foundry, renouncing all recourse against the Foundry in the event of their deterioration or destruction by any means including fire, water damage, chemical damage, malicious damage beyond the Foundry's control or Foundry destruction or Foundry storage facility destruction. For the avoidance of doubt, the Foundry is not financially or creatively liable for moulds it stores on behalf of a client.

6. DELIVERY, TRANSFER OF RISK AND PROPERTY

6.1 Usually, the delivery of Orders shall be made by the Client collecting the Order at the Foundry's premises following the notification by the Foundry that the Order is ready for collection. Because the Foundry is also an industrial site the Client should check with the Foundry when it is appropriate to make the Order Collection. With Order collection the Client is responsible for the safe and secure transport of the Collection. This also includes any collection made by a third party arranged by and on behalf of the Client.

6.2 Where delivery is agreed by the parties other than the method of Client collection, the Foundry will arrange for the Order delivery to the Client's specified location with the total cost of this delivery being borne by the Client and payable to the Foundry. For the avoidance of doubt, the delivery fees will include the cost of transportation, labour, administration, packaging, restraints, and insurance used for the safe and secure transport of the Order.

6.3 Where the Foundry arranges delivery to the Client, the Client will abide by any safety conditions the Foundry sets.

6.4 The delivery deadlines run from the date of confirmation of the Order acceptance by the Client but at the earliest, from the date when all documents, materials and details for carrying out the order have been supplied by the Client, having first fulfilled all conditions which he is obliged to fulfil. Clause 6.4 is subject to the entire terms and conditions.

6.5 The strictness of the delivery deadline agreed must be stated clearly in the contract, together with the type of deadline (deadline for availability, presentation for inspection or acceptance,

effective delivery deadline etc.). If no such specification is made, the deadline is taken to be indicative of the general job completion date plus reasonable time to arrange and make delivery.

6.6 In case of late delivery with respect to the agreed strict delivery deadline, if a special agreement provides for penalties for late delivery, these penalties shall in no event globally exceed 5 % of the contractual value of the late Order. In any case, no penalty will be due to the Client unless it proves that the delay results from a fault of the Foundry. If such evidence is produced, penalties, calculated as afore specified, will only be due as far as they will correspond to the actual prejudice suffered by the Client as agreed between the parties. On the other hand, if the amount of the prejudice actually suffered by the Client is higher than the maximum aggregate amount hereinabove defined, the Client shall not be entitled to other remedies for the concerned delay than this aggregate amount which is a maximum, inclusive and final assessment of said prejudice.

6.7 If the Client fails to take delivery of the Goods or fails to give the Foundry adequate delivery instructions for the delivery (otherwise than by reason of any cause beyond the Client's reasonable control) then, without limiting any other right or remedy available to the Foundry, the Foundry may:

(a) Store the goods until actual delivery and charge the Client for the reasonable costs (including insurance, if necessary) of storage, or

(b) Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Client for the excess over the price under the Contract or charge the Client for any shortfall below the price under the Contract.

6.8 Except in the case of a contrary instruction specified in the contract, partial dispatch is permitted, if the Foundry wishes.

6.9 The transfer of risks to the Client is achieved from the moment the delivery of the Order is completed, as described above. Further to this the transfer of Risk from the Foundry to the Client is achieved when:

(a) the Order is delivered otherwise than at the Foundry premises, at the arranged time of delivery.

(b) the Client wrongfully fails to take delivery of the Goods at the time the Foundry has tendered delivery of the Goods, or

(c) the Order is delivered at the Foundry premises, at the time when the Foundry notifies the Client that the Order is available for collection.

6.10 Notwithstanding delivery and the passing of risk in the Order, or any other provision of these terms, the property in the Order shall not pass to the Client until the Foundry has received cleared funds payment in full of the price for the Order and all other goods and services agreed to be sold by the Foundry to the Client for which payment is due.

7. PRICING

7.1 The price of the Order shall be the Foundry's quoted price. Also see clause 1.5 above.

7.2 The Foundry reserves the right, by giving written notice to the Client at any time before delivery, to increase the price of the Order to reflect any increase in the cost of the Order to the Foundry which is due to any factor beyond the control of the Foundry (such as and without limitation; any foreign exchange fluctuation, currency regulation, alteration of duties, quantities, material prices, energy costs, wage costs, transport costs, or specifications for the goods and services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Foundry adequate information or instructions; which appear between the contract date and the contract delivery date, in the absence of any other applicable dates specified on the contract – or fixed in an agreed period). Also see Article 3 above.

7.3 Except as otherwise stated in a written quotation of the Foundry to the Client, and unless otherwise agreed in writing between the Client and the Foundry, all prices are given by the Foundry on an external-order basis, and where the Foundry agrees to deliver the Order otherwise than at the Foundry premises, the Client shall be liable to pay the Foundry any charges for transport, packaging and insurance. See also clauses 6.2 and 6.7 above.

8. PAYMENT TERMS

8.1 The Order is the property of the Foundry until paid for in full by the Client and all Orders are subject to VAT. Where Orders are exported, the Client is responsible for paying any import duties in the country of import.

8.2 The Client agrees to pay the Foundry the sum (pertaining to the Contract between the Client and the Foundry) listed in the invoice(s) the Foundry issues to the Client and that is within the scope of these terms and conditions in their entirety; enabling the Foundry to seek fair and complete recompense under the Contract. For the avoidance of doubt, it is the responsibility of the quote addressee/approver (person or organisation, verbal or in writing) of the quote to pay the total value of the quote on completion of the work.

8.3 The deadlines and method of payment(s) owed to the Foundry, as well as payment(s) of possible deposits, must be agreed, specifically in the contract. In the absence of any agreement, payments are made, without any reduction, within a deadline as specified on the invoice. Also see clause 8.6 below.

8.4 Subject to any special terms agreed in writing between the Client and the Foundry, the Foundry may invoice the Client for the price of the Order on completion. The Foundry may also invoice the Client for any single process (as part of the Order) that is completed in relation to the Order e.g. mould making, wax making, casting, fettling, chasing, and patination. The Foundry may also invoice the client for an order in a series of progress instalments invoices; typically between two and four invoices, usually determined by the value of the Order.

8.5 The Order will be paid for in instalments, the Foundry reserves the right to suspend or cancel the Contract if the Client fails to pay any instalment within 7 days of the Foundry's invoice. If such a breach of the Contract occurs by the Client, the Client will also be subject to clause 3.1 above in its entirety.

8.6 The Foundry shall be entitled to recover, from the Client through appropriate means, the price quoted for the Order and any other sum owed by the Client to the Foundry resulting from a breach of the Contract from 31 days of the date of the Foundry's invoice to the Client.

8.7 If the Client fails to make payment in accordance with these terms and conditions, then without limiting any other right or remedy available to the Foundry, the Foundry may undertake one or more of the following in seeking fair recompense to the Foundry:

(a) Cancel the contract or suspend any further deliveries to the Client, at which time the Client will be subject to clauses 3.1 and 8.6 above.

(b) Sell the Order at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Client for the excess over the price under the contract or charge the Client for any shortfall below the price under the Contract, the Client being further subject to clause 8.6 above for any remaining outstanding balance of the Contract.

(c) Appropriate any payment made by the Client to such of the Order (or the Order supplied under any other Contract between the Client and the Foundry) as the Foundry may think fit, as part or all recompense. After which the remainder of any monies still owed to Foundry (under the Contract) will continue to be owed by the Client to the Foundry, which are subject to clause 8.6 above.

(d) Charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the base lending rate of Barclays Bank Plc, until payment in full

is made (a part of a month being treated as a full month for the purpose of calculating interest). Each due sum automatically yields interest from the invoice date if the payment terms are breached by the Client. In pursuant of this clause the Foundry has the right to enact clause 8.6 above.

8.8 The Client may not refuse to pay part or all of a sum owed to the Foundry because of any claims on his part, especially because of guarantee rights, without the agreement of the Foundry in writing.

9. LIABILITY AND GUARANTEE

9.1 The Foundry is obliged according to the terms of the contract. This signifies that the Foundry is only bound to deliver Orders which are conformable to the design or specifications furnished by the Client, as accepted and agreed by both parties. In the case of a dispute by the Client concerning the Order delivered, the Foundry reserves the right to examine the Order on site.

9.2 A claim by the Client which is based on any defect in the quality or condition of their Order fail to correspond with the specification shall (whether or not delivery is refused by the Client) be notified to the Foundry within 14 days from the date of delivery. If delivery is not refused, and the Client does not notify the Foundry accordingly, the Client shall not be entitled to reject the Order and the Foundry shall have no liability for such defect or failure, and the Client shall have no recourse and will be bound to pay the Order price in full. When the deadlines pertaining to this clause expire, in any case. All reworking carried out by the Client without the agreement of the Foundry at the Client's request and at his expense shall entail the loss of any guarantee.

9.3 Where a valid claim in respect of the Order based on a defect in the quality or condition of the Order or its failure to meet specification is notified to the Foundry in accordance with these terms the Foundry may replace the Order (or the part in question) free of charge or, carrying out or having carried out a process of making the Order in question conform to the requirements at the Foundry's discretion or, refund to the Client the price of the Order (or proportionate part of the price) in which case the Foundry shall have no further liability to the Client.

9.4 The Foundry is responsible for the cost if it carries out the work itself to conform the Order to the original agreed requirements, or must give prior agreement if the Client decides to have the work done for a price which shall be made known to the Foundry – to agree - beforehand.

9.5 The Foundry reserves the right to select and instruct the carrier for any Orders that need returning to the Foundry.

9.6 The replacement or process of making Orders conform, done in agreement between the Foundry and the Client, may not alter the strictness of the guarantee.

9.7 Except in respect of or personal injury caused by the Foundry's negligence or liability for defective products under the Consumer Protection Act 1987, the Foundry shall not be liable to the Client by reason of any representation, implied warranty, condition or other term, or any duty at common law for loss of profit or any indirect, special or consequential loss or damage, costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Foundry, its employees or agents) which arise out of or in connection with the supply of the Order (including any delay in supplying or any failure to supply the Order in accordance with the contract or at all) and the entire liability of the Foundry under or in connection with the Contract shall not exceed the price of the Order.

9.8 The Foundry shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Foundry's obligations in relation to the Order if the delay or failure was due to any cause beyond the Foundry's reasonable control including difficulties in obtaining raw materials, labour, fuel, parts or machinery, industrial action (whether involving employees of the Foundry or of a third party, or power failure or breakdown in machinery), act of terrorism or natural disaster.

9.9 The guarantee does not in any case cover:

(a) Damages to goods and to persons and generally all damages caused by a faulty Order during use, if the Client has made the error of using the Order without first having carried out, or had carried out all the inspections and tests which the design, use and end result sought, necessitate.

(b) Damages to Orders and to persons and generally all damages caused by a faulty Order during use, when the fault is attributable to the design of the part or of the whole unit in which the part is incorporated, to instructions of all kinds given by the Client to the Foundry, or to all work or modification carried out on the part after delivery.

(c) Costs of operations performed on the Order before their use, notably treatments, machining, inspection which reveals redhibitory defects according to the contract, if these are not due to a serious error on the part of the Foundry.

(d) Costs of assembly or disassembly and withdrawal from service of the Order or parts of the Order by the Client.

10. FORCE MAJEURE

10.1 The Foundry shall be released from the consequences of the non-performance of one or more of its commitments provided this non-performance is due to an impediment beyond its control and that it could not reasonably be expected that it have taken the impediment into account at the time of the conclusion of the contract or have avoided or overcome it or its consequences. Are notably deemed to be such impediment releasing the Foundry from its liability the following events: total or partial strike, lockout, interruption or disturbance of transport services, fire, storm, other natural disasters, supply difficulties, terrorism etc...

11. HARDSHIP CLAUSE

11.1 Due to an event and/or, more generally, a change in the general situation, beyond the parties' control, compromising the organisation of the Contract and rendering its performance by a party excessively onerous, the parties agree to negotiate in good faith modification to the contractual terms in order to take into account the consequences of this event or change.

11.2 Notably, competing offer made to the Client by one or several thirds under more attractive conditions (for instance, lower price or shorter delivery period...) or change in the Client's relationship with his client(s), whatever it can be (for example, lower purchasing quantities, breach of contract etc...) and whatever the validity or cause of such a change, will not be regarded as compromising the organisation of the Contract and therefore as justifying the application of clause 11.1 above.

12. JURISDICTION

12.1 The current general conditions of contracting and the contracts that they bring into play are governed by the legislation of the country of origin of the Foundry. The parties reciprocally state that they do not intend to apply UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (11 April 1980).

12.2 The parties must attempt to solve all differences relative to the interpretation and execution of the current general conditions of contracting and the contracts which they affect in an amicable manner. If the parties find it not possible to solve difference, the parties being deemed to have failed in this attempt if no written agreement between them is signed within 60 days from the first notification of the difference of opinion given by the most diligent party to the

other by registered letter with acknowledgement of receipt and if a contrary convention is not available, a Tribunal or Court of competent jurisdiction may settle all differences about the contract.

End.