

FUNCELL specializes in the design and manufacture of bio-based additives designed to improve certain properties of paper and cardboard.

As part of its business, FUNCELL carries out studies and evaluations of its own products on those of its customers, as well as the development of specific additives to meet customer specifications, and other customized services.

FUNCELL also markets its products for use in production conditions on its customers' equipment.

These Terms and Conditions of Sale apply to the sale of any Service or Product by FUNCELL to a Customer.

## 1. DEFINITIONS

Each of the terms mentioned below shall have the meaning given in its definition, namely :

- ✓ Acceptance: procedure for assessing whether the Services comply with the Specifications.
- ✓ Background IP: all technical and/or scientific information and knowledge, including know-how, data, databases, software, technical files, plans, diagrams, drawings, formulas, and/or any other type of information, in any form whatsoever, whether patentable or not, and/or whether patented or not, and/or all other intellectual property rights arising therefrom, necessary for the performance of the Services, belonging to or held by a Party prior to the date of the Order or independently of the performance of the Services and over which it holds rights of use.
- ✓ Customer: the legal entity having issued an Order accepted by FUNCELL.
- ✓ Deliverable: any file, document, such as technical files, study reports, or technical specifications, regardless of form or medium (physical or digital), to be delivered to the Customer following performance of the Services, and listed in the Order.
- ✓ Documentation: Product data sheet, describing the technical characteristics, conditions and precautions for use of the Product.
- ✓ Equipment: a machine for producing cellulosic material or any other product that can be mixed or used in conjunction with one or more FUNCELL Product(s); or any other equipment or material owned or operated by the Customer and intended for use in connection with the Service;
- ✓ FUNCELL: SAS FUNCELL, with a share capital of 212,684 euros, registered with the Grenoble Trade and Companies Register under number 889464616, whose registered office is located at 601 rue de la Chimie 38610 GIERES;
- ✓ Offer: the document containing a description of the Services, the lead time, delivery terms and financial conditions.
- ✓ Order: an order issued by the Customer, in the form of a FUNCELL's Offer accepted by the Customer or a purchase order issued by the Customer, in accordance with the Offer; as indicated in article 4 ;
- ✓ Party: either the Customer or FUNCELL
- ✓ Product: biosourced additive for cellulosic materials, paper formulation solution, or any other product marketed or developed by FUNCELL, as an extension of the performance of a Service, or as a standard product in FUNCELL's catalog.
- ✓ Results: all technical and/or scientific information and knowledge resulting from the performance of an Order, including know-how, data, databases, software, files, plans, diagrams, drawings, formulas, and/or any other type of information, in any form whatsoever, whether patentable or not and/or whether patented or not, and all intellectual property rights arising therefrom, generated by FUNCELL in the performance of an Order. By express agreement, Deliverables are considered Results.
- ✓ Service: any consulting service, study, evaluation of a FUNCELL Product on the Customer's Equipment, or development of a specific product, or any other service ordered by the Customer.
- ✓ Specifications: in the case of a specific development, the technical specifications of the Products referred to in the Offer accepted by the Customer or, where applicable, the technical specifications updated following the design phase;

## 2. PURPOSE

The purpose of these Terms and Conditions of Sale (TCS) is to define the terms and conditions for the provision of Services and the sale of Products ordered by the Customer.

## 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

In accordance with article L 441-1 of the French Commercial Code, these terms and conditions of sale constitute the sole basis of the commercial relationship between the parties. They are attached to any Offer sent to the Customer or referenced on these documents via a link on the FUNCELL website, where they are accessible, so that the Customer acknowledges having read them and accepts them fully and without any objection.

Unless a special agreement has been entered between the Parties, derogating in whole or in part from these Terms and Conditions, any Order implies full and complete acceptance of these Terms and

Conditions, the Customer waiving all its rights under any other document, and in particular under any terms and conditions of purchase, which would be unenforceable against FUNCELL.

As these Terms and Conditions of Sale may be subject to subsequent amendments, the version applicable to the Customer's Order is that attached to the Offer or, failing that, the version published on FUNCELL's website and in force on the date of the Order.

## 4. ORDERS

### 4.1 Orders for standard product

For Products listed in FUNCELL's catalog, an Offer will be sent to the Customer, containing the following information:

- Quantity and reference of Products ordered,
- Price of Products ordered; being recalled that any transport, packaging or shipping costs are not included in the price and will be charged on top;
- Delivery time and place,

If the Customer issues an order form (without a prior Offer), this must also contain these elements. Where applicable, the Order must be confirmed by FUNCELL, as indicated in Article 4.4.

### 4.2 Orders for specific products and services

Prior to any Order, FUNCELL will send the Customer an Offer detailing :

- The nature of the Services,
- Expected Deliverables,
- In the case of specific development of a Product, the Specifications based on the Customer's requirements.

Unless otherwise stipulated in the Offer, it will remain valid for one month.

### 4.3 Disclosure of pre-contractual information

As the Offer is based on the technical information (*in particular the nature of the Equipment*) supplied by the Customer, any change or evolution of this information, which would be notified after the Order, or any modification of the Specifications (in case of specific development), may lead to a modification of the Offer, and of the price of the Services. FUNCELL shall not be held liable for any failure to perform all or part of the Services, or for any unsuitability of the Services ordered, resulting from a change in the technical information on which the Offer was based.

### 4.4 Common provisions

All Orders shall result in the unreserved acceptance of the Offer by the Customer, who must sign and date it and return it to FUNCELL with the mention "*Read and approved*". Acceptance of the Offer by the Customer constitutes the Order and is binding on the Customer. The Order may also result from the issuance by the Customer of a purchase order incorporating the references and technical and financial terms of the Offer, without variations or reservations. In the event of a discrepancy between the Offer and the purchase order, the latter shall be deemed to be a counter-offer, and must be confirmed by FUNCELL within 8 days for the Order to be final. Failing confirmation by FUNCELL within this period, FUNCELL's Offer shall be null and void, and the Customer may not claim performance of any Order.

In addition, FUNCELL reserves the right to refuse any Order for legitimate reasons, and in particular in the case of previous orders unpaid by Customer.

Once final, Orders are irrevocable. Consequently, any request by the Customer to modify the Order must be submitted to FUNCELL for acceptance.

**In the event of a cancellation of the Order by the Customer, the latter shall be liable, without delay, for all sums remaining due in accordance with the Order on the date of cancellation.**

## 5. CONTRACTUAL DOCUMENTS

The contractual documents binding the parties consist exclusively of the following documents, listed in descending hierarchical order:

- The Order,
- These Terms and Conditions.

In the event of a discrepancy between one or more provisions of these documents, the Order shall prevail.

## 6. PERFORMANCE OF SERVICES

### 6.1 Performance

FUNCELL undertakes to provide the necessary resources and to assign a sufficient number of staff members with the required expertise to carry out the Services ordered.

### 6.2 Deadlines

FUNCELL undertakes to use its best endeavors to meet the deadlines set out in the Order, which shall start from the date of the Order (or its confirmation, where applicable). However, these deadlines shall start from the date of payment of any down payment by the Customer, if provided for in the Order. Unless otherwise specified, the deadlines indicated in the Order are indicative, and do not constitute binding lead times. FUNCELL shall not be held liable for any delays in delivery, nor shall the Customer be entitled to cancel the Order, unless (i) the delay in delivery of the Products and/or of the Services exceeds 45 days, and (ii) FUNCELL is solely responsible for the delay.

If FUNCELL were to face any difficulties in the provision of the Services that were to result in a delay in delivery, FUNCELL shall immediately give written notice to the Customer so that the Parties can work together to define a plan of action as soon as possible. In any event, FUNCELL's commitments relating to deadlines are subject to the Customer's compliance with its own obligations, in particular with regard to the timely provision of all documents, information or Equipment necessary for the performance of the Service, or the payment of any down payments provided for in the Offer.

### 6.3 Changes to Services

Any change in the scope of Services requested by the Customer must be approved by both Parties. FUNCELL shall not be bound to make any changes until they have been confirmed in writing and the parties have agreed on the costs and a new schedule for their implementation.

### 6.4 Acceptance

Once the Services have been performed, FUNCELL will provide the Customer with the Deliverables listed in the Offer. Deliverables consisting of study, test or evaluation reports will be deemed accepted by the Customer upon delivery.

In the event that FUNCELL's product is evaluated by substituting another component in the Customer's product, FUNCELL will deliver a sample of the final product to the Customer as a Deliverable. This Deliverable may be delivered directly to the Customer, against signature, if the Service is carried out on the Customer's site. The same procedure shall apply in the event of the specific development of a Product for the Customer.

Unless otherwise stipulated in the Offer, acceptance of the Services will be carried out during a meeting between the Parties, either remotely, or at FUNCELL's site, or at Customer's site. The purpose of this meeting will be to check the compliance of the Services to the Specifications, and to assess the results of the characterization of the Product (by FUNCELL or by the Customer). The Customer will have a supplemental period of five (5) working days to raise any non-compliance of the Services with the Specifications (if applicable) ("Acceptance Period"). At the end of or during this Acceptance Period, final acceptance will be acknowledged in a final acceptance report signed by both Parties, or by an e-mail from the Customer confirming that the Service complies with the Order.

If the Services are found to be non-compliant, the Customer shall inform FUNCELL within the Acceptance Period, describing the non-compliance he detected. FUNCELL will use its best endeavors to remedy such non-compliance as quickly as possible, without additional cost for the Customer, and will redeliver the corrected Deliverables within a period to be agreed between the Parties.

If no objection has been raised by the Customer within the aforementioned period of five days from the initial delivery, or from the new delivery, the Services will be considered as definitively accepted.

It should be noted that FUNCELL only guarantees the compliance of the Service to the Specifications, and not the results of the characterization of the Product - which is the subject of the Service- by FUNCELL or by the Customer, nor the performance of the Deliverable, in the case of evaluation services.

## 7. SUPPLY OF HARDWARE PRODUCTS

### 7.1 Delivery

FUNCELL will pack, ship and deliver the Products to the place of delivery specified in the Offer. Unless otherwise stipulated in the Order, the Products shall be delivered FCA (Incoterm 2020) to FUNCELL's registered office or place of business indicated in the Order.

Notwithstanding the foregoing, shipping costs will be billed to the Customer in addition to the price of the Products.

### 7.2 Delivery times

Unless expressly agreed at the time of the Order and mentioned in the Offer, the delivery times given by FUNCELL are purely indicative and non binding.

FUNCELL will use its best efforts to meet the agreed delivery dates. Delays in delivery shall not entitle the Customer to cancel the Order, to refuse the Products, to suspend performance of its obligations towards FUNCELL or to receive any compensation, unless the delay exceeds 45 days and FUNCELL is solely liable for such delay.

### 7.3 Delivery

Upon delivery of the Products, the Customer must check that they comply with the Order and that the packaging is in good condition. In the event of non-compliance or visible defects, FUNCELL must be notified immediately by e-mail, confirmed by registered letter with acknowledgement of receipt within a maximum of three (3) days of the delivery, in accordance with Article L.133-3 of the French Commercial Code. In the absence of written notification within three (3) days of delivery of the Products, the Customer will be deemed to have accepted them without reservation.

Any return of Products by the Customer, for any reason whatsoever, shall be subject to FUNCELL's express prior consent. To this end, the Customer must provide FUNCELL with all evidence of non-compliance or defects of the delivered Products. Once FUNCELL has established that the Products are not in compliance with the Order or that there are visible defects, the Customer may obtain a replacement free of charge or a refund for the Products, at FUNCELL's discretion, to the exclusion of any compensation.

The return of any Product, for any reason whatsoever, is at the Customer's risk and expense. Products must be returned in their original packaging. No diluted or modified products will be accepted.

### 7.4 Retention of title and transfer of risks

IN ACCORDANCE WITH ARTICLE L 624-16 OF THE FRENCH COMMERCIAL CODE, DELIVERED PRODUCTS REMAIN THE PROPERTY OF FUNCELL UNTIL FULL PAYMENT OF THE PRICE BY THE CUSTOMER. IN CASE OF DEFAULTING PAYMENT BY THE CUSTOMER OF THE OUTSTANDING PRICE, AND AFTER THE EXPIRY OF A PERIOD OF 7 DAYS FOLLOWING THE A FORMAL NOTICE SENT BY REGISTERED ORDER WHICH HAS LEFT THE BREACH UNREMEDIED, THE CONTRACT SHALL BE TERMINATED BY OPERATION OF LAW, AND FUNCELL MAY CLAIM OWNERSHIP OF THE GOODS SOLD, UNDER THE CONDITIONS PROVIDED FOR IN ARTICLES L.624-9 ET SEQ. OF THE FRENCH COMMERCIAL CODE.

These provisions do not prevent the transfer to the Customer, upon delivery, of the risks of loss or damage of the Products.

## 8. WARRANTIES

### 8.1 Legal warranty against hidden defects

Products are covered by the legal warranty against hidden defects resulting from a defect in material, design or manufacture affecting the products delivered and rendering them unfit for use, under the conditions and within the time periods stipulated in articles 1641 et seq. of the French Civil Code.

In the event that an action based on the warranty for hidden defects of the Product sold is brought by the Customer under the conditions provided for in articles 1641 et seq. of the French Civil Code, the Customer may request either the cancellation of the sale, or a reduction in the sale price in accordance with article 1644 of the French Civil Code, provided that he can prove the existence of an undetectable defect in the Product existing at the date of delivery.

### 8.2 Contractual warranty

#### 8.2.1 Duration and scope of warranty

Unless otherwise stipulated in the Order, the Products are guaranteed against any defect in manufacturing for a period of **one (1) month from delivery**.

This warranty covers any malfunction resulting from a material, design or manufacturing defect affecting the Products delivered and rendering them unfit for use.

#### 8.2.2 Warranty exclusions

It is reminded that the Products are derived from biological materials and, as such, their organic qualities and properties may be altered if the storage and handling conditions set forth in the Documentation are not respected.

In the case of specific products, FUNCELL cannot guarantee that the Product supplied will be compatible with the Equipment used by the Customer. **Therefore, prior to ordering standard products, the Customer shall check the compatibility of the Product with the Customer's Equipment, by ordering to FUNCELL an evaluation service on Customer's site.**

Furthermore, the Product may not be sold or resold, transformed or modified by the Customer, under penalty of loss by the Customer of all its rights under the warranty.

As a general rule, the contractual warranty is excluded if the defects or malfunctions are due to unauthorized modification of the Product by the Customer or a third party, abnormal use or use not complying with the Documentation, natural wear and tear of the Product, or excessive exposure to light, heat or humidity beyond the thresholds mentioned in the Documentation.

### 8.2.3 Implementation of the warranty

The Customer shall inform FUNCELL, in writing, of the existence of a defect or malfunction of the Product within a maximum of ten (10) days of its discovery, under penalty of foreclosure of its rights. The Customer must provide evidence of the alleged defect by any means, such as photographs or videos.

If the defect is acknowledged by FUNCELL, FUNCELL undertakes to **replace** the defective Product as soon as possible or, if the Product is unavailable within a reasonable period, to refund the Customer for the price of the Order, or the part of the Order relating to the relevant Product.

In the event of a disagreement between the Parties as to whether or not a claim under the warranty should be accepted, they will jointly appoint an expert to determine the existence and, where applicable, the origin of the malfunction. The cost of the expert's report will be borne by the Customer. However, FUNCELL will pay these costs if the expert concludes that FUNCELL is responsible for the malfunction. In the event of disagreement over the identity of the expert to be appointed, the latter may be appointed, at the request of the most diligent Party, by the President of the Commercial Court in summary proceedings, on the basis of articles 145 and 872 of the French Code of Civil Procedure.

## 9. INTELLECTUAL PROPERTY

### 9.1 Background IP

The performance of the Services does not imply any transfer or license to the Customer of FUNCELL's rights on its Background IP. Specifically, the Customer acknowledges that FUNCELL owns specific know-how in the design and development of additives, and holds several patents or patent applications for certain Products; and that this know-how is used in the performance of the Services and the manufacture of the Products. Consequently, FUNCELL retains ownership of the tools, methods and know-how it uses or implements to perform the Services or manufacture the Products subject of the Order.

### 9.2 Results

Unless otherwise stipulated in the Order, FUNCELL is and remains the owner of all intellectual property rights to the Deliverables and, more generally, to the Results of the Service, as well as to the Products manufactured on behalf of the Customer and/or sold to the Customer.

Payment for the Service or Product does not entail any transfer of the intellectual property rights attached to the Service or Product to the Customer.

Furthermore, the Results of the Service are, by express agreement, considered as Confidential Information.

Consequently, the Customer undertakes not to disclose these Results to third parties or reuse them for its own needs, except with FUNCELL's prior written consent. In particular, any reuse or disclosure to a third party of studies or technical files delivered by FUNCELL as part of a Service, with the purpose of manufacturing a product, whether or not it is the subject of the Service, is strictly prohibited, and the Customer would hold all liability thereof.

Any transfer of intellectual property rights over the Results must be acknowledged in a separate agreement between the Parties, and would imply the payment of a specific fee, in accordance with the provisions of the French Intellectual Property Code.

## 10. PRICES AND TERMS OF PAYMENT

Unless otherwise stipulated in the Offer, prices are exclusive of tax.

Any travel expenses will be invoiced at actual costs.

The terms of payment are specified in the Offer.

Unless otherwise agreed between the Parties, the following payment terms shall apply:

- For Services: 50% down payment on the Order, 50% upon delivery of Services.
- For Products: 30% down payment on the Order, and the balance upon delivery of the Products.

In the event of late payment by the Customer, all sums due shall become immediately payable by operation of law on the day following due date of the invoice, without the need for any reminder or formal notice.

Amounts paid after the contractual due date will systematically bear interest at an annual rate of 5%. FUNCELL also reserves the right to suspend or terminate, in whole or in part, any Order in progress.

In addition, in accordance with Articles L.441-3 and L.441-6 of the French Commercial Code, any delay in payment will automatically entail, in addition to late payment penalties, the obligation for the Customer to pay a minimum fixed penalty of 40 euros for collection costs, it being understood that FUNCELL reserves the right to claim an additional indemnity, if the collection costs are higher.

Any claim relating to an invoice must be raised within a maximum period of 12 months, on penalty of foreclosure of Customer's rights.

## 11. CONFIDENTIALITY

Each Party undertakes not to use for its own benefit or for the benefit of a third party, and not to disclose to unauthorized third parties, any confidential information that the other Party may have communicated to it in connection with the performance of an Order, without its prior written authorization.

"Confidential Information" shall mean all information of any kind whatsoever, in particular methodological, commercial, financial, technical or other information relating to one of the Parties, its subcontractors, suppliers and/or customers, obtained within the performance or negotiation of an Order, whether or not expressly designated by the disclosing Party as confidential or confidential by nature, and any information resulting therefrom.

**In particular, the Customer acknowledges that any information relating to the technical know-how or technology integrated into the Products designed and sold by FUNCELL, as well as, in general, the Results of the Service, constitute Confidential Information, the disclosure of which would cause very significant harm to FUNCELL.**

Consequently, the parties undertake and warrant for their own personnel, to respect the confidentiality of such Confidential Information and not to reveal, disclose or make it available to third parties, nor to exploit it for commercial purposes, without having obtained the prior written consent of the disclosing party, except when ordered to do so by a court, an administrative authority or to enforce its rights under the Order.

Each Party will take all reasonable safety measures to prevent unauthorized disclosure of confidential information.

The Parties agree that their obligation of confidentiality does not apply to information of which a Party could give evidence that

- they were made public before or after the date of their transmission, through no fault of their own;
- it has obtained them legally from a third party entitled to communicate them to it.
- Such information has been disclosed following on order from a court or administrative authority.

These obligations shall apply throughout the performance of the Services and will remain in force for a period of two (2) years from the completion or interruption of the Services ordered. However, if a non-disclosure agreement has been signed between the Parties, the terms of such agreement shall prevail over those of this article.

## 12. LIMITATION OF LIABILITY

It is expressly agreed between the Parties that FUNCELL shall provide the Services on a best-efforts basis. Consequently, FUNCELL may only be held liable in the event of a breach on its part proven by the Customer.

As indicated in article 8.2.2, given the specific nature of the Products developed by FUNCELL, their adaptation to the needs, equipment and products of the Customer must be validated in a test or study phase prior to any use in operating conditions.

**FUNCELL shall not be held liable for any direct or indirect damage resulting from the use of the Product without prior verification of its suitability for the Customer's production processes, or in the event of a change in such production processes.**

As a general rule, FUNCELL shall not be held liable for any indirect damage resulting from the performance of an Order, and in particular for any commercial loss, loss of customers, loss of production, loss of profits, damage to brand image, or any claim by a third party that may result from FUNCELL's failure to fulfil its contractual obligations.

In any event, FUNCELL's liability for direct damage shall not exceed, for all causes, the amount of the Order for Products or Services which caused the damage or, in the case of Services or split deliveries, to the amount of the batch or phase of Services which caused the damage. In all cases, FUNCELL's liability is capped to the sum of 100,000 (one hundred thousand) euros, which limit may also apply if the limit set out in the previous paragraph is deemed inapplicable by a court of competent jurisdiction.

### 13. INSURANCE

FUNCELL declares that it has taken out insurance with a reputable and solvent company to cover all bodily injury, property damage and consequential loss arising in connection with, as a result of or following the performance of the Services covered by the Order, and attributable directly or indirectly to FUNCELL, its staff or employees or any other natural or legal person working or acting for FUNCELL in any capacity whatsoever. FUNCELL undertakes to maintain this insurance throughout the duration of the Order and to provide the Customer with a copy of the insurance certificates covering the aforementioned risks upon request.

### 14. TERMINATION

In the event of a breach by either Party of any of its obligations which is not remedied within thirty (30) days of the sending of a registered letter with acknowledgement of receipt notifying the alleged breach, the claiming Party may terminate the Order without prejudice to its right to claim damages for the prejudice suffered.

### 15. FORCE MAJEURE

Neither party may be held liable for non-performance or delay in performance of any of its obligations to the other party in the event of a force majeure event.

"Force Majeure" shall mean any event beyond the control of a Party, preventing the performance of the Order in whole or in part, and which could not be overcome despite reasonable diligence on the part of a Party. By express agreement, the following events are considered to be cases of force majeure: war, riot, fire, earthquake, explosion, flood, failure of telecommunications, disruption of means of transport, delay or failure in the supply of raw materials, for whatever reason, shortage of electricity and energy, attack or threat of attack, machine breakdown, receivership or liquidation of suppliers and/or subcontractors, epidemic or pandemic recognized by the World Health Organization, laws or decrees incompatible with the performance of the Order, interruption of electrical, Internet or telecommunications networks, death of a key person of one of the Parties, such as its legal or de facto manager, or its technical director, who cannot be replaced immediately.

Any force majeure event will suspend performance of the Order and the obligations of the Parties, the Party affected by the event undertaking to use its best efforts to put an end to it or minimize its consequences.

The Party affected by the force majeure event shall inform the other Party no later than eight (8) days from the occurrence of the force majeure event.

If the force majeure event lasts for more than sixty (60) days, each Party shall have the right to terminate the Order affected by the force majeure without damages on either side.

### 16. PERSONAL DATA

The personal information provided by the Customer to FunCell is used for the proper management of the order, in accordance with the principles, purposes and for the durations set out in the CNIL reference document on commercial data. In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, customers have the right to access, rectify and delete any personal data concerning them. The Customer may exercise this right by sending a written request to FUNCELL.

By providing FUNCELL with information and contact details, the Customer agrees to receive information from FUNCELL by e-mail. The Customer is free to unsubscribe at any time.

### 17. APPLICABLE LAW - DISPUTE SETTLEMENT

The Parties agree that in the event of any dispute relating to these terms and conditions, their validity, interpretation and breach shall be governed by French law, notwithstanding any conflict of laws.

The Parties agree to make their best efforts to settle amicably all disputes arising from the conclusion, interpretation, performance or termination of an Order, whatever the cause thereof. As soon as a dispute arises, the Parties shall meet within one month of notification of the dispute by one of the Parties to the other Party by registered letter with acknowledgement of receipt. The settlement meeting must be attended by at least one representative of each Party. In the absence of an amicable agreement within one month of the settlement meeting, each Party will recover its full and complete freedom of action.

**IN THE ABSENCE OF ANY SETTLEMENT AGREEMENT UNDER THE CONDITIONS SET OUT IN THE PRECEDING PARAGRAPH, ANY DISPUTE BETWEEN THE PARTIES RELATING TO THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF AN ORDER SUBJECT TO THESE TERMS AND CONDITIONS, FOR WHATEVER REASON, AS WELL AS ANY CONSEQUENCES WHICH MAY RESULT THEREFROM, SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF GRENOBLE, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR THE PLURALITY OF DEFENDANTS, INCLUDING IN THE CASE OF EMERGENCY OR CONSERVATORY PROCEEDINGS, OR ON APPEAL.**