

IMERYS GRAPHITE & CARBON - GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

The performance of the Contract by the Supplier implies the full acceptance by the Supplier of these general conditions of purchase. These general conditions are mandatory and replace any other contradictory clauses put forward by the Supplier. Exemptions must have been expressly accepted by the Purchaser. In the event that these conditions and other official documents provided by the Purchaser contradict each other, the Purchaser will determine on a case-by-case basis which provisions apply. Any clauses or conditions set out on letters, invoices and other documents from the Supplier that are not in agreement with these general conditions of purchase are not binding on the Purchaser.

1 – DEFINITIONS

The terms set out below have the following meanings:

"PURCHASER" refers to Imerys Graphite & Carbon Switzerland Ltd. (Bodio, Switzerland).

"CONTRACT" any order from the Purchaser, and generally any document, whatever the form or the name, that provides evidence of the intentions of the contracting parties.

"SUPPLIER" refers to the seller or the contractor or the service provider.

"GOODS" refers to the products and equipment that are the subject of the Contract as well as studies, materials and all the accessories required for building and operating this equipment properly, including any spare parts.

"SERVICES" refers to the work and services to be performed by the Supplier, including inside an establishment of the Purchaser.

2 – CONTRACT FORMATION

Tacit agreement on the part of the Purchaser will never be implied. The Purchaser will be bound only by documents signed by one or more persons authorised by the Purchaser and referring to these general conditions of purchase.

The Contract will be legally formed by the acceptance of the Supplier. This acceptance is formalised by the dispatch of an acknowledgment of receipt without reservations and these general conditions of purchase duly signed by the Supplier to the Purchaser within eight (8) days of receipt of the order. The Contract and these general conditions of purchase are deemed to be accepted if the acknowledgement of receipt of the order is not returned to the Purchaser by the Supplier in the time period given above.

Any amendments made or reservations raised by the Supplier in the acknowledgment of receipt or in these general conditions of purchase as well as in any other attached document are considered as null and void except if the Purchaser has expressly agreed to them.

The Supplier has an obligation of result and agrees to deliver the Goods or perform the Services in compliance with the deadlines, costs and terms, including the applicable quality requirements, set out in the contractual documents provided by the Purchaser and in any case, in compliance with professional standards.

3 – COMPLIANCE WITH LAWS AND REGULATIONS

The Supplier must comply with the laws and regulations in force in its country of origin and in the country of destination of the Goods and Services. The Supplier declares that it has the permits, licenses, rights, approvals, and authorisations required for performance of the Contract.

In the event that the equipment, materials, installations or work that are the object of the performance of the Contract must be amended or changed, due to a change in the regulations or the law, or on request of an authority in charge, these changes will be the responsibility of the Supplier, who is committed to implementing them.

When the Services are performed on-site or inside the Purchaser's premises, the Supplier must also comply with the legal and regulatory directives protecting the health and safety of persons and premises, internal rules and usual practices and in-house regulations.

The Supplier acknowledges that it is aware of these legal and regulatory provisions and will ensure that its personnel will comply with them. In particular, the Supplier acknowledges that it is aware and undertakes to comply at any time with the International Labour Organization (ILO) standards for Child Labour. The Supplier will indemnify the Purchaser against any claim or action resulting from the non-compliance with the provisions of this clause and agrees to bear any financial and other consequences resulting therefrom.

4 – SUPPLIER'S PERSONNEL

The Supplier agrees to determine and deploy the human and material resources required for the performance of the Contract. The Supplier agrees to provide a skilled and suitable team in order to comply with the quality objectives and deadlines agreed by the parties.

In all circumstances the Supplier's personnel remains under its hierarchical and disciplinary authority. Therefore, the Supplier will, as an employer, ensure the administrative, accounting and social management of its employees involved in performing the Services. The Supplier will be responsible for its personnel in all circumstances and for any reason whatsoever.

The Supplier will be responsible for travel or work accidents that happen to its employees, due to or during the performance of the Services and will carry out the obligatory medical checks. The Supplier will be responsible for accidents caused by its personnel, as well as damage caused during the performance of the Services.

The Purchaser reserves the right to receive from the Supplier any document relating to the compliance by the Supplier with the laws and regulations relating to the work conditions of its employees and those of its sub-contractors that the Purchaser requests.

5 – DEADLINES

The deadlines agreed with the Supplier are a substantial part of the Contract. These deadlines are mandatory. The dates agreed for work to be performed or Services rendered or Goods delivered at the place agreed are fundamental term of the Contract and time is of the essence in respect of such deadlines.

It is the Supplier's responsibility to take into account the transportation and reception deadlines.

The Supplier is deemed to be in default, without any need for formal notice or other formality, when the agreed deadline has passed.

If there is any delay in delivery the Purchaser is entitled to apply clause 19 "Termination", and has the option, at its discretion, to purchase the Goods or Services from another supplier. Any additional cost caused by such purchase will be paid for by the Supplier.

6 – TECHNICAL DOCUMENTS

From the technical documents attached to the Contract, the Supplier is to draw up, under its responsibility, at its expense and within the fixed deadlines, the plans and documents necessary for performance of the Services.

Before starting with the performance of the Contract the Supplier must check the information given in the documents attached to the Contract, in order to notify to the Purchaser any error, omission or inconsistency that the Supplier should be in a position to detect.

Any amendment made in agreement with the Purchaser that was required due to an error in the documents that was not identified in due time by the Supplier, will be at the Supplier's cost.

The Supplier will draw up all necessary plans, designs, calculation lists, as well as all the diagrams, plans, technical files, security manuals, and list of spare parts for operation and maintenance.

All of the plans and documents stipulated in the Contract, as well as their ownership will be transferred to the Purchaser as and when they are completed, at the latest at the time of the transfer of ownership of the Goods. These plans and documents will bear the statement "certified in accordance with the performance".

The handing over of these plans and documents is an indivisible obligation/fundamental term of the Contract on the part of the Supplier.

7 – TRANSPORT

Each dispatch will be subject to a shipping order in one (1) copy drawn up by the Supplier, including all the information required for identifying the Goods (particularly references for the Contract, type and quantity of the Goods and name of the carrier).

If there is no shipping order or if it is incomplete this will be considered as a delay in delivery and the Supplier will be liable for damages in accordance with clause 11 below if the changes are not made by the Supplier in time to comply with the contractual date. This also applies to the checking report.

Transport conditions will be subject to special provisions in the Contract, otherwise, the Supplier will be responsible for insuring and transporting the Goods.

Where applicable, the Supplier agrees to meet the legal and regulatory obligations concerning the transport of dangerous materials.

Packaging must be designed according to the method of transport and according to the handling or transshipments planned as well as the climatic conditions of the places of transit and use. The Supplier will be liable for any damage to the Goods due to defective or inappropriate packaging.

8 – TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

The Purchaser rejects any ownership clause that directly or indirectly subordinates in any way whatsoever, the transfer of ownership of the Goods to the full payment of the price. The Supplier agrees to waive all rights which it could have under such clause.

Any clause (whether express or implied) for reservation of ownership is expressly excluded from the Contract.

When a payment is linked to a stage of the Services, the corresponding invoicing is subordinated to the actual performance and completion of this stage. The ownership of deliverables is transferred to the Purchaser on payment of this due sum.

The materials, objects or Goods having warranted payment of instalments will be physically identified and acknowledged, if the Purchaser wishes they will be kept on the Supplier's premises. In the event of non-compliance with the clause below, the paid instalments will be immediately repaid to the Purchaser.

For Contracts for the delivery of Goods without assembly or fitting, the transfer of ownership will take place on final acceptance.

For Contracts for the delivery of Goods that require some assembly or fitting or that give rise to the performance of work inside the Purchaser's premises, the transfer of ownership takes place when the installation is made available by the Supplier subject to the Purchaser's agreement. This agreement can be given, either by provisional acceptance, or by presentation by the Supplier and acceptance by the Purchaser of the invoice with payment term corresponding to the transfer of ownership stipulated in the Contract.

Unless otherwise stipulated in the Contract, the transfer of risks will take place at the final acceptance of the Goods and Services.

9 – PROVISIONAL ACCEPTANCE

The purpose of the provisional acceptance is to check the compliance of the Goods or Services (quantity, quality, performances, etc.) with the Contract's stipulations.

Whether or not the Purchaser checks such compliance, this does not exempt the Supplier from its responsibilities hereunder, particularly with regard to quality, quantity and performances of Goods and Services.

The Purchaser can refuse the acceptance in the event of partial non-performance or Goods and Services that do not comply with the plans, standards, specifications, contractual documents or professional standards, and when agreed performances are not attained. Acceptance with reservations can be given when the Purchaser notes that minor parts of the Goods or Services have not been completed. The Supplier's invoice will only be paid up to the value of the Goods and Services accepted.

If the Goods delivered are in a quantity below than the one ordered, the Purchaser is fully entitled to reject the delivery and declare the Goods not received, or accept the Goods as they are and claim damages only on the value of the quantity not delivered.

Provisional acceptance is given after satisfactory performance of all the work stipulated in the Contract and approved by a report signed by the Purchaser and the Supplier. Acceptance tests are performed at the expense of the Supplier, which must pay for the personnel and equipment required, unless otherwise stipulated in the Contract.

In the event of a dispute over the results obtained, a further series of tests can be entrusted, at the request of the Purchaser, to an independent organisation. Costs incurred by these tests will be paid for by the party that is wrong according to the result of the new tests.

When a fraction equal to or greater than 5% (in value) of the Goods is rejected during the acceptance procedure, the Purchaser reserves the right to demand financial compensation on all the Goods or to refuse them in their entirety. It will be declared that these Goods have not been accepted and therefore the Purchaser will be entitled to claim damages as provided in clause 11 below. An agreement between the two parties does not result in the waiver by the Purchaser of any demand for damages and interest, nor the enforceable release of the Supplier's obligations in this respect.

In the event of a default by the Supplier, the Purchaser may have the necessary changes carried out by a third party, at the Supplier's expense, without the latter being able to take advantage of this fact to deny its responsibility and its obligations.

10 – FINAL ACCEPTANCE

Final acceptance is given at the Supplier's written request at the end of the period provided for in the Contract. This period commences from the date stated on the provisional acceptance report without reservation or from the date reservations are lifted.

If nothing is stipulated in the Contract, final acceptance is given thirty (30) days after the provisional acceptance without reservations or from the date reservations are lifted.

Equally for the provisional acceptance procedure, if a fraction equal to or greater than 5% (in value) of the batch is rejected, the Purchaser reserves the right to demand financial compensation on all the Goods or to refuse them in their entirety. These Goods will be declared not accepted and will therefore grant the right to damages provided for in clause 11 below.

The final part of the work will be the cleaning-up of the site, restoration of the premises and removal of all that belongs to the Supplier, as well as all waste and residues. No acceptance report can be drawn up until this operation has been fully completed.

In the event that the Supplier defaults, the Purchaser can have the corresponding work carried out by another supplier. Payment for the work will be deducted from the sums due to the Supplier.

11 – COMPENSATION FOR DAMAGE

Any delay in the delivery of Goods, or in the performance of the Services, will put the Purchaser as of right in a position to claim for compensation for damage caused by such delay, without giving formal notice. In the event of unauthorised early delivery, the Purchaser has the right to claim compensation for damage caused by such early delivery.

The amount of damages such compensation will be at the Purchaser's discretion either equal to the amount of the loss suffered by the Purchaser caused by the defaulting Supplier, or equal to 1% of the value of the late Goods and/or Services per day of delay, up to a maximum of 30% of the purchase price of the delayed Goods and/or Services.

Compensation can be claimed independently of other measures such as the termination of the Contract and/or obtaining damages and interest.

The amount of the compensation will be deducted from the payments to be made to the Supplier.

Payment of compensation does not release the Supplier from its obligations under the Contract.

12 – WARRANTIES

12.1 GOODS AND SERVICES WARRANTIES

The Supplier delivers its Goods and/or performs its Services entirely and solely under its responsibility and it warrants that the Goods and/or Services provided:

- comply with the specifications stipulated in the Contract;
- are exempt from any visible defect and fully correspond to the use intended by the Purchaser;
- have been delivered and/or performed according to professional standards;
- are exempt from any hidden defect.

Any Goods that are non-compliant or defective can be returned to the Supplier at its expense and risk. The Supplier must rectify the non-compliant or defective Goods within a period of eight (8) days from notification of the non-conformity or default.

The Purchaser will have the right, either to replace the Goods that are non-compliant or defective, or to be reimbursed for the cost of these Goods.

The warranty period begins on the date that the final acceptance of the Goods is given.

It is defined as follows:

- two (2) years at least for industrial Goods and equipment;
- ten (10) years with regard to civil engineering works and any type of building.

If during the warranty period, the Goods are unavailable for causes attributable to the Supplier, the warranty period is extended for all unavailability periods.

During the warranty period, the Supplier bears any costs incurred for the replacement or repair operations, particularly parts, labour, transport costs and production stoppages resulting from them. Costs resulting from normal wear or deterioration due to negligence, or failure to monitor or maintain, as well as any improper use attributable to the Purchaser are excluded.

If it is acknowledged that the fault noted on any Goods or part comes from a systematic error of design, material or performance, the Supplier must replace or modify at its cost all the similar parts in all the Goods that are the subject of the Contract, even if such parts or Goods have not caused any incident.

If the Supplier has not remedied within the stipulated period disorders, defects or imperfections that the Purchaser has notified it of, the latter has the right, after formal notice has gone unheeded, to have the work carried out by a third party at the Supplier's expense and risk.

The Supplier acknowledges that the warranties set out above are in addition to all other express or implied warranties.

These warranties will remain valid notwithstanding any inspection, test, acceptance or payment made by the Purchaser.

The Purchaser reserves at any time the right to call upon the Supplier's liability in the event that legal action is instigated against it, in order to obtain compensation for any damage caused by a design, manufacture, or operational defect in the Goods.

12.2 PERFORMANCE WARRANTY

The Purchaser reserves the right to request from the Supplier a surety (guarantee, on-demand guarantee) or withhold payment, in order to ensure the good performance of the Services or supply of the Goods.

12.3 CONTINUITY

The Supplier agrees to notify the Purchaser at least six (6) months in advance before it interrupts the manufacture or withdraws any items from its Goods catalogue, thus enabling the Purchaser to place an end-of-life order for the quantity necessary at the price stated in the Contract. The Supplier agrees during a minimum period of three (3) years after it has interrupted the manufacture or withdrawn its catalogue to continue supplying the Purchaser with the Goods under reasonable conditions.

13 – LIABILITY

The Supplier is responsible for the performance of its contractual obligations in accordance with the terms of the Contract, the applicable legislative and regulatory provisions and the specific work conditions applicable on the work site(s).

The Supplier agrees to assume all the consequences of damage of any kind which itself, its sub-contractor, the Purchaser, their respective personnel or third parties suffer, during performance of the Services due to an omission, insufficiency or error of the Supplier, its sub-contractor or their respective personnel during performance of the Services.

14 – PRICES

Unless otherwise stipulated in the Contract, in the event of the supply of packaged equipment delivered to the place of destination, the unitary or global prices are considered to exclude VAT and are fixed and non-reviewable.

Prices are considered to include, without exception or reservation, all the expenses and charges incurred by performance of the Contract.

Any additional costs, of any kind whatsoever, or price increases, for any reason whatsoever, concerning the Goods and/or Services must be notified reasonably in advance to the Purchaser, and are expressly subject to the Purchaser's prior written agreement before the Goods are delivered and/or the Services provided.

15 – TERMS OF PAYMENT

Unless otherwise stipulated in the Contract, invoices will be paid sixty (60) days after the end of the month of the invoices' receipt.

In the event of the payment term linked to the provisional acceptance, this will only be paid after the raising of any reservations.

Payments, including those relating to holdbacks, are subordinated to the sending of invoices drawn up by the Supplier, in accordance with the terms set out by the particular documents of the Contract and supported by documentary proof provided by the said documents.

Invoices will refer to the number and date of the order as well as the numbers of the shipping orders. The Purchaser reserves the right to refuse any invoice that is not linked with an order or that does not have all the elements set out above.

Payment will take place according to any means suited to the Purchaser.

The Purchaser will be authorised, without other formalities, to automatically offset any claims to sums owed by the Supplier, and this, for any reason whatsoever.

16 – INSURANCE

The Supplier must take out and maintain in a state of validity throughout the term of the Services, at its expense, the insurance policies required to cover its risks and liabilities under the Contract and taking account of its environment. In the event that this formality is not carried out, the Supplier will bear all the financial consequences of this breach.

The insurance policy must include a clause stating that the Supplier's insurer waives any right of recourse against the Purchaser or its insurers.

On the Purchaser's request, the Supplier will provide proof of the insurance policies taken out before commencement of the performance of the Contract, in the form of an insurance certificate referring to the said Contract, expressly referring to the limit of the amounts insured.

This clause does not form a limitation of the Supplier's liability.

The fact that the Supplier is in compliance with the aforementioned provisions and those of the Contract's special documents with regard to insurance does not release it from or diminish its liability. Consequently, if there is no insurance cover or it is insufficient, the Supplier must personally pay for the entire loss suffered by the Purchaser.

17 – INTELLECTUAL PROPERTY

Ownership to the results of the Services, whether patentable or non-patentable, such as invention, improvement, software, developments, changes, reports and other specific documents created or perfected by the Supplier during the performance of the Services, in any form whatsoever, will belong to the Purchaser when they are created. The Purchaser may use them as it deems fit without any duty to refer to the Supplier and without the latter being able to oppose it.

The Supplier will obtain all the transfers of rights from third parties (particularly sub-contractors) who collaborate in the performance of the Services, and agrees to provide, at the request of the Purchaser, the copy of all the agreements that it will have obtained in the objective set out above.

As a consequence of this transfer, all the intellectual property rights relating to the results of the Services belong to the Purchaser, which can carry out any formality in its name with a view to preserving its rights.

In the event of use of pre-existing information belonging to the Supplier for the performance of the Services that is the object of the Contract, the Supplier shall grant to the Purchaser, without other compensation, an irrevocable licence for any patent and/or copyright and/or other intellectual property right enabling the Purchaser to use, implement, reproduce by any means, represent, translate, adapt, distribute all or part of the pre-existing information as included in the results of the Services that is the subject of the Contract.

The Purchaser is not liable for any payment whatsoever towards the Supplier's personnel who contribute to achieving the results including inventions. The Supplier agrees to take all the necessary measures with regard to its personnel.

The Supplier will hold harmless and defend the Purchaser against any claim or action for infringement of intellectual or industrial property rights belonging to a third party. The Supplier agrees to pay all the costs incurred by the Purchaser for its defence against any such claim or action, including lawyer's fees, and to compensate the Purchaser for any damage or loss suffered by the Purchaser resulting directly or indirectly from such claim or action.

The Supplier must then:

- obtain for the Purchaser the right to continue to use the equipment, Goods or Services concerned, or
- replace the latter by results that do not infringe any third parties' rights, or,
- modify the results concerned in such a way as to anything that would infringe any third parties' rights, or,
- agree to the return of infringing elements, the Supplier will reimburse the part of the price corresponding to the returned Goods.

18 – CONFIDENTIALITY

Except with the Purchaser's prior and written agreement, the Supplier agrees to consider as confidential and to treat as such any information or data of a technical, financial, legal, commercial or other nature, disclosed by the Purchaser to the Supplier, in writing or verbally, as part of the performance of the Contract.

With regard to third parties and employees involved in the performance of the Contract, the Supplier agrees to take any suitable measures to ensure this commitment to confidentiality is complied with.

It also agrees not to allow any of its employees who had access to the Purchaser's confidential information in the performance of the Contract to provide similar services to a direct competitor of the Purchaser.

The Supplier is responsible for ensuring that its duly authorised employees, agents or sub-contractors comply with the aforementioned confidentiality obligation.

The aforementioned confidentiality obligation will not apply to information disclosed to the Supplier that:

- is already known to the Supplier (as evidenced by prior documentation or other tangible embodiments of such information); or
- is or becomes publicly known through no wrongful act of the Supplier; or
- is rightfully and lawfully received by the Supplier from a third party without restriction and without breach of the Contract or any other agreement; or
- is required to be disclosed by law.

This obligation will remain in force for a term of five (5) years following the end of the Contract, whatever the cause.

19 – TERMINATION

In the event of non-performance by the Supplier of any one of its contractual obligations, the Purchaser will be allowed to terminate the Contract without previous notice if Supplier fails to wholly remedy its breach within eight (8) days of receipt of notification by registered letter from Purchaser requiring it to do so. In addition, in case of such a breach the Purchaser will be entitled to make use of all legal remedies.

Furthermore, it is understood that in the event of late delivery, the Purchaser has the right to cancel the Contract by notifying the Supplier and without having to pay any compensation.

The Purchaser also reserves the right to cancel the Contract in the following cases: liquidation or receivership or administration (or other insolvency proceedings) of the Supplier, change in all or part of its capital, merger, demerger or takeover.

In the event of early termination by the Purchaser, the Supplier then agrees to hand over to the Purchaser all the work in progress, software programs, studies and development files, as well as any other documents provided by the Purchaser and to assist the Purchaser in transferring the work in progress under good conditions and preserving the Purchaser's rights. The Purchaser

will retain from the payments to be made the sum equivalent to the expenses incurred by this transfer. In the event that instalments have been paid, these will be fully returned to the Purchaser within eight (8) days.

This clause does not prevent the Purchaser from instituting proceedings against the Supplier.

20 – FORCE MAJEURE

Neither of the parties can be held liable for delays, non-performance or any other breach of its obligations under the Contract, when this failure results from a Force Majeure event. Any irresistible, unforeseeable event beyond the power of the parties is considered as a Force Majeure event. Strikes or employee actions instigated by the Supplier's personnel or the personnel of its sub-contractors are not considered Force Majeure events.

The party invoking Force Majeure must notify, as soon as it occurs, the other party by any means available and describe the circumstances that are at the origin of the Force Majeure.

In any case, the Supplier will do its utmost to minimise any interruption due to a Force Majeure event.

In the event of Force Majeure, the obligations of the parties will be suspended throughout the duration of the Force Majeure event and will resume from the cessation of the latter.

In the event of the suspension of the Contract due to the occurrence of a Force Majeure event, the Purchaser reserves the right to call on another service provider/supplier for the period of the Force Majeure event.

If the Force Majeure lasts for more than fifteen (15) days, the Purchaser is allowed at its discretion to terminate the Contract with immediate effect by registered letter with acknowledgment of receipt without any compensation whatsoever.

21 – NON-TRANSFERABILITY AND SUB-CONTRACTING

The Supplier cannot fully or partially assign or transfer the Contract or any of its obligations without the Purchaser's prior written agreement.

Such agreement, which remains at the Purchaser's discretion, does not exempt the Supplier from its full liability.

The Supplier cannot sub-contract any part of the delivery of Goods or performance of Services without the Purchaser's prior written agreement.

In the event that the Purchaser authorises sub-contracting, the Supplier must communicate the nature and amount of the operations considered for the sub-contracting, as well as the name or company name and address of the sub-contractor put forward.

The Supplier is solely responsible with regard to the Purchaser for the correct performance of any task entrusted to a sub-contractor and will ensure that the sub-contractor adheres to these general conditions of purchase. The Supplier cannot invoke delays that have occurred in the performance of its sub-contracting contracts to justify late delivery of the Goods.

22 – MODIFICATIONS

The Supplier must inform the Purchaser of any change that it wants to make to the Goods and/or Services to be delivered to the Purchaser, even if these changes do not have a bearing on the characteristics or specifications requested by the Purchaser in the relevant contractual documents.

The Purchaser has the option either to accept or reject these changes.

In the event of a rejection, the Supplier must be able to continue to deliver the Goods and/or Services throughout the period that the Purchaser requires them.

In the event of acceptance, this can only take place in writing duly signed by a representative of the Purchaser. This acceptance does not release the Supplier from any of its contractual obligations with regard to the Purchaser. If a fault arises following these modifications, the Supplier must take back the new Goods or Services and replace them with the unmodified Goods or Services. Subsequent deliveries will be carried out with the unmodified Goods or Services.

23 – ENTRUSTED EQUIPMENT

The Supplier is responsible for retaining, maintaining and using the equipment entrusted to it. It can only use it for the purposes stipulated by the Contract. If the equipment entrusted is damaged, destroyed or lost due to the Supplier, it must, in addition to any damages and interest, return it to the state in which it was entrusted or replace it.

The Purchaser can terminate the Contract to the detriment of the Supplier in the event of failure to return the equipment entrusted.

24 – LANGUAGE

The contractual papers and documents relating to the performance of the Contract must include a copy in a language that the Purchaser understands. Only such copy shall be binding.

25 – SETTLEMENTS OF DIFFERENCES

The Contract and these general conditions of purchase will be governed exclusively by Swiss law. The provisions of the Vienna Convention on international contracts for the sale of goods being excluded. By express agreement, any dispute relating to the performance or interpretation of the Contract and/or these general conditions will be, failing amicable agreement, settled by arbitration by a panel of three arbitrators appointed and deciding in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. The place of arbitration will be Zurich. The language of the arbitration will be English. The Parties specifically exclude any remedy against the arbitral decision.