

CHARGEMAP PARTNERS

General Terms of Use

Partners Basic offer

Version 1.03 in force from 10/11/2023

These *general terms of use* (hereinafter "**GTU**") define all the general terms and conditions applicable to the services which CHARGEMAP, a *simplified joint-stock company (société par actions simplifiée)* with a capital of 52 850 €, registered with the STRASBOURG Trade and Companies Register under number 809 844 731, whose registered office is located at 7, Allée Cérés – 67200 STRASBOURG, France, as "Opérateur de mobilité" (Mobility Operator) within the meaning of Article 2 14° of French Decree No. 2017-26 of 12 January 2017 (hereinafter "**CHARGEMAP**") offers to *charge point Owners* and to their **Charge Point Operator(s)** (hereinafter referred to interchangeably as "**Partners**") the Basic Chagemap Partners offer consisting of the provision of *standard services dedicated to their charge stations referenced by CHARGEMAP* (services hereinafter referred to collectively as the "**BASIC Services**" and individually a "**BASIC Service**"). The **BASIC Services** are accessible via an *online IT platform that can be operated via browser software at the following address: app.chagemap-partners.com* (hereinafter referred to as the "**Platform**");

ARTICLE 1 - SCOPE AND ACCEPTANCE

AI. 01. The *GTU* are, where applicable, supplemented by *the specific terms of use issued by CHARGEMAP and comprising each amendment, appendix, order form, specification, price list or estimate detailing an offer resulting from these GTU* (hereinafter "**STU**" or "**Specific Terms of Use**").

AI. 02. The *GTU* and *STU* are hereinafter referred to together as: "**ToU**" or "**Terms of Use**".

AI. 03. The *ToU* apply, without restriction or reservation, to each **BASIC Service** provided by CHARGEMAP to *Partners* of the same category, regardless of any clauses that may appear in the *Partner's* documents, and in particular its general conditions of purchase.

AI. 04. If the terms of the *GTU* contradict those of the *STU*, the latter shall prevail, the provisions of the *GTU* shall apply for the rest. In the event of a contradiction between documents within the *STU*, the most recently drafted shall prevail; the remaining provisions of the *STU* and the *GTU* shall apply for the rest.

AI. 05. In accordance with the regulations in force, CHARGEMAP reserves the right to derogate from certain clauses of the *ToU*, depending on the negotiations carried out with the *Partner*, by drawing up special conditions.

Electronic signature

AI. 06. Pursuant with Articles 1366 and 1367 of the French Civil Code, the *GTU* and/or each document incorporated into the *STU* may be signed electronically by the authorised representatives of the *Parties* hereto.

AI. 07. The *Parties* acknowledge and agree that the electronic signature via DocuSign, as it is compliant with European Union Regulation (EU) 910/2014 on eIDAS, may be used for the signature of the *GTU* and each document of the *STU*. Where applicable, each *Party* acknowledges that it has received all the information required for the electronic signature of the document concerned and that it signs it electronically with full knowledge of the technology used and its terms, and consequently waives any claim and/or legal action calling into question the reliability of this electronic signature system and/or its intention to commit itself.

AI. 08. Furthermore, in accordance with the provisions of Article 1375 of the French Civil Code, the obligation to deliver an original copy to each of the *Parties* hereto is not necessary as proof of the commitments and obligations of each *Party*. The delivery of an electronic copy of the document concerned, directly by DocuSign to each *Party*, constitutes sufficient and irrefutable proof of the commitments and obligations of each *Party*.

ARTICLE 2 - TERM, EFFECTIVE DATE AND TERMINATION

AI. 01. Effective date

The commitment of the *Parties* will take effect from the date of signature of the *GTU* by the last of them.

AI. 02. Term and termination

Acceptance of the *GTU* in accordance with Article 1 commits the *Parties* for an indefinite period. This commitment may be terminated at the discretion of either *Party* without notice by sending a registered letter with acknowledgement of receipt to the other *Party*.

ARTICLE 3 - VERSION

CHARGEMAP reserves the right to change the *GTU* at any time and without notice. The latest version of the *GTU* is available at the following Internet address: <https://chagemap-partners.com/gtu/>.

ARTICLE 4 - DEFINITIONS

Unless otherwise expressly stipulated, the following capitalised terms and expressions shall have the meanings given to them below, each of which may be used in the singular and in the plural:

Affiliate: means any company, person or entity, whatever its legal nature, which (i) exercises direct or indirect control over a *Party* to the Agreement, (ii) is under the direct or indirect control of that *Party* or (iii) over which a company, person or entity referred to in (i) exercises direct or indirect control. The term "control" has the meaning currently given to it under Article L.233-3 of the French Commercial Code.

Badge: means a radio identification device (e.g. RFID) issued by CHARGEMAP as part of a third part contractual agreement with a *User*, enabling the *Recharge* at *Compatible Chargebox*. This device may be physical or dematerialised.

Chargebox: means any functional electronic infrastructure for the electrical recharging of *Electric Vehicles*, operating as a computer terminal, established at a fixed location.

Compatible Chargebox: means a *Chargebox* whose use is subject to prior authentication using a *Badge*.

Collaborators: means the *Partner's* employees and collaborators and those of its *Affiliate* having access to the **BASIC Services** via the *Platform*.

BASIC Licence: means a unitary right of use of the **BASIC Services** for the *Partner* and its *Collaborators*.

Recharge: refers to the full or partial electric charging of an *Electric Vehicle*, using a *Badge*.

Recharges at Partner's Station: refers to *Recharges* carried out using one or several *Partner's Station(s)*.

Reply to User: means each response to a *User Opinion* made from the *Partner's* official account.

Partner Station: means a group of one or more *Compatible Chargebox(es)* for which the *Partner* is the *Owner* or the *Charge Point Operator* and which can justify this status for the concerned *Chargebox(es)* and *station*.

User: means a natural person who holds a *Badge* and may use it for one or more *Recharges* at the *Partner's Stations*. *Users* are considered to be third parties to these *Terms of Use*.

Electric Vehicle: means any motor vehicle exclusively or potentially powered by electricity (such as hybrid vehicles).

ARTICLE 5 - DESCRIPTION OF BASIC SERVICES

AI. 01. CHARGEMAP offers the *Partner* a **BASIC Licence** allowing:

- access and rights of use on the *Platform* as an official *Partners* of CHARGEMAP;
- access to information (in particular reviews, ratings and comments) submitted by *Users* concerning the *Partner's Stations* and *Recharges* at the *Partner's Stations* (information hereinafter referred to as "**Users Reviews**");
- access to information (including opinions, ratings and comments) provided by *Users* regarding *Partner's Stations* and *Recharges* at *Partner's Station* (information hereinafter referred to as "**Partner Stations Activity**");
- the ability to send *Reply* to *Users*.

ARTICLE 6 - PURPOSE OF BASIC SERVICES

The *BASIC Services* are offered to the *Partners* in order to enable them to assess and enhance the performance and quality of Partner Stations, *Recharges at the Partner's Stations*, and more generally, the services they provide to *Users*.

ARTICLE 7 - CONSIDERATION

AI. 01. The *BASIC Services* are provided to the *Partner* free of charge.

TERMS OF PROVISION AND USE OF BASIC SERVICES

ARTICLE 8 - TERMS OF PROVISION OF BASIC SERVICES

AI. 01. The *BASIC Services* will be provided from the *Effective Date* of the Terms of Use in accordance with Article 2 AI. 02.

AI. 02. This is not a strict deadline but an indicative one and *CHARGEMAP* cannot be held liable to the *Partner* in the event of a delay in the provision of *BASIC Services* not exceeding 30 working days. In the event of a delay of more than 60 working days, the *Partner* may request termination of the subscription.

AI. 03. *CHARGEMAP* cannot be held liable in the event of delay, interruption or suspension of the provision of the *BASIC Services*, or in the event of force majeure.

I – License and Access to the Platform

AI. 04. *BASIC Licences* are offered on a discretionary basis by *CHARGEMAP* to its *Partners*.

AI. 05. The use of *BASIC Services* from the *Platform* is subject to the prior consent of the *Collaborator* to the processing of her/his PII.

AI. 06. Access to the *Platform* is available at the address: app.chargemap-partners.com using the login credentials provided by *CHARGEMAP*.

II – Users Reviews and Partner Stations Activity

AI. 07. *Users Reviews* and *Partner Stations Activity* are available through the *Platform*.

III – Support

AI. 08. *CHARGEMAP* undertakes to provide technical assistance and support for the *BASIC Services* under the best conditions of quality and speed, in accordance with customary practice.

AI. 09. Requests for help/support or complaints from the *Partner*, or from its *Collaborators*, may be sent every working day between 09:00 a.m. and 12:00 p.m. and from 2:00 p.m. to 5:00 p.m. (CET):

- by email: support-business@chargemap.com;
- by post to the following address: *CHARGEMAP* - 7 allée Cérés - 67200 STRASBOURG - France;

IV - Updates

AI. 10. *CHARGEMAP* continuously improves the quality of its services and reserves the right to add, modify, or remove features from the *BASIC Services* without prior notice.

ARTICLE 9 - TERMS OF USE OF BASIC SERVICES

AI. 01. Use of the *Platform* and the *BASIC Services* by the *Collaborator* will be carried out under *Partner's* responsibility.

AI. 02. In general, any connection, use, *Reply to User* or transmission of data made from the *Platform* or through its *Chargemap Business Badges* are deemed to have been made by the *Partner* and under its full responsibility.

AI. 03. The *Partner* may not transfer, assign or license its rights and/or obligations relating to the *BASIC Services* to anyone in any way whatsoever without the prior written consent of *CHARGEMAP*.

AI. 04. The *Partner* undertakes to cooperate in good faith regarding any request and/or in the event of a dispute concerning the use of the *BASIC Services*.

Reply to User

AI. 05. The *Partner* is informed that it can only provide a single *Reply to User* per *User* comment.

AI. 06. The *Partner* undertakes to exercise utmost care in formulating each *Reply to User* in accordance with customary practices, including

syntactic rules (spelling, punctuation, and grammar), courtesy, and refrains from any illicit reactions (insults, libel); the *Partner* is responsible for ensuring compliance with these obligations by their *Collaborators*.

AI. 07. The *Partner* is informed that *Reply to User* are not subject to any form of prior moderation. They may however be moderated retrospectively, without prior notice, in compliance with a legal or regulatory obligation incumbent upon *CHARGEMAP* or a court order.

AI. 08. Any request for modification of a *Reply to User* or the name under which the *Partner* is referenced on the *Platform* must be addressed to *CHARGEMAP's* support.

ARTICLE 10 - INFORMATIONS

AI. 01. The *Partner* is informed:

- that *User Reviews* may be subject to third-party rights, including those of *Users*. These rights may, for example, include copyrights or French *Droits d'Auteur* regarding editorial or graphical content, personality rights, including personal data, etc.

- that the statistical data provided by the *BASIC Services* are for indicative purposes only;

- that, as a content hoster, *CHARGEMAP* does not exercise systematic control over content disseminated by *Users* on the *Platform*. Any blatantly illicit or abusive content can be reported to *CHARGEMAP* support via support@chargemap-partners.com,

AI. 02. as a result, the *Partner* hereby waives in advance the right to:

- retain one or more *User Reviews*;
- use *User Reviews* for purposes unrelated to *BASIC Services* pursuant to Article 6 hereinabove;
- hold *CHARGEMAP* liable for any inaccuracies in statistical data from *BASIC Services*;
- hold *CHARGEMAP* liable for any *User Review* unreported to *CHARGEMAP* support;

ARTICLE 11 - WARRANTIES AND LIABILITY

Warranties

AI. 01. *CHARGEMAP* warrants the *Partner* against any third-party claim that could challenge *CHARGEMAP's* intellectual property rights in the *Platform* or the *BASIC Services*.

AI. 02. Without prejudice or limitation to the preceding clause, *CHARGEMAP* provides no other contractual warranty regarding *BASIC Services*.

AI. 03. When the *Partner* is a *Charge Point Operator*, it warrants *CHARGEMAP* that its commitment to the *Terms of Use* and its use of *BASIC Services* do not violate any existing contractual agreement, authorization, or commitment between them and a third party, including but not limited to an *Owner* for whom it manages *Chargeboxes*.

AI. 04. When the *Partner* is an *Owner*, it warrants *CHARGEMAP* that its commitment to the *Terms of Use* and its use of *BASIC Services* do not violate any existing contractual agreement, authorization, or commitment between them and a third party, including but not limited to a *Charge Point Operator* entrusted with the management of its *Chargeboxes*.

AI. 05. In accordance with the two preceding clauses, the *Partner* warrants *CHARGEMAP* against any claims by third parties with whom it is contractually bound, challenging its commitment to the *Terms of Use* and/or their use of *BASIC Services*.

AI. 06. The *Partner* warrants and indemnifies *CHARGEMAP* against any action or claim by third parties related to the *Partner's* use of *User Reviews* for purposes unrelated to the objectives of *BASIC Services* pursuant to Article 6 hereinabove.

AI. 07. The *Partner* warrants and indemnifies *CHARGEMAP* against any action or claim by third parties related to one or more of its *Reply to User*.

AI. 08. The warranties in AI. 01 to AI. 07 shall survive the termination of the *Terms of Use*.

Liability and limitation of liability

AI. 09. The *BASIC Services* offered comply with current French legislation. *CHARGEMAP* cannot be held liable in the event of non-compliance with the legislation of the country (outside France) where the *BASIC Services* are delivered. It is the *Partner's* responsibility to check with the local authorities whether the *BASIC Services* can be used by the *Partner*.

AI. 10. *CHARGEMAP's* liability may only be incurred in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any nature whatsoever **AND IN PARTICULAR LOSS OF PROFIT, LOSS OF TURNOVER, OPERATING LOSS, LOSS OF OPPORTUNITY, COMMERCIAL DAMAGE.** *CHARGEMAP* is only subject to a best-efforts obligation.

AI. 11. In any case, in the event that *CHARGEMAP* is held liable, *CHARGEMAP's* warranty will be limited to the amount of five thousand (5000) euros.

AI. 12. *CHARGEMAP* cannot be held responsible under any circumstances for:

- (a) content displayed by third parties in *Users Reviews* or the ratings, reports, or opinions they express therein;
- (b) inaccurate or incomplete information regarding *Partner Stations Activity* when transmitted by one or more *Partner Station(s)* or by the *Partner*, or due to their failure;
- (c) information provided by the *Partner* or by its *Collaborator* on the *Platform* and their interactions with *Users*;
- (d) non-compliant or abusive use of the *Platform* or *BASIC Services*.

AI. 13. The *Partner* is responsible for securing the login credentials provided to it for accessing *BASIC Services*.

AI. 14. The *Partner* uses results obtained by the implementation of the *BASIC Services* under its sole responsibility, without possible recourse against *CHARGEMAP*.

ARTICLE 12 - INTELLECTUAL PROPERTY RIGHTS

AI. 01. *CHARGEMAP* remains the owner of all intellectual property rights relating to the *Platform*.

AI. 02. Considering their operational activities and the nature of *BASIC Services*, the *Parties* acknowledge that:

- (a) each *Party* may have lawfully created or caused to be created one or more database(s) incorporating *data relating to the Partner's Chargebox, to Partner's Stations, and to Recharges at Partner's Station* (data hereinafter referred to as "**Similar Data**");
- (b) each *Party* may be considered *producer* of their own databases incorporating *Similar Data* (in accordance with the French *sui generis* database rights), without prejudice to the rights of the other *Party*;
- (c) *Similar Data* contained in their respective databases may exhibit similarities or even be identical without necessarily constituting a violation of the rights of the other *Party*;
- (d) the *Terms of Use* are not intended to govern, characterize, or limit their rights with respect to this *Similar Data* or the databases incorporating them.

AI. 03. Without prejudice to the foregoing, the *Partner* refrains from any substantial extraction and/or substantial use of *CHARGEMAP's* databases related to *Users Reviews* protected by the French *sui generis* producers' right.

AI. 04. Each *Party* refrains from exploiting, reproducing, representing, depositing, registering, or establishing rights to:

- (a) the original content protected by copyright or by the French *Droits d'auteur* owned by the other *Party*;
- (b) the industrial property rights of the other *Party*,

without the other *Party's* prior express written permission, which may be subject to a financial consideration.

ARTICLE 13 - PERSONAL DATA

AI. 01. Each of the *Parties* undertakes to comply with the legal and regulatory provisions applicable to the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Law No. 78-17 on information technology, files and freedoms of 6 January 1978 as amended.

AI. 02. For the provision of the *BASIC Services*, *CHARGEMAP* and the *Partner* may process personal data (hereinafter "**Personally Identifiable Information**" or "**PII**"). These personal data processing operations fall within two distinct frameworks: (i) the processing of the *Collaborators' PII* and (ii) the processing of the *Users' PII*.

PROCESSING OF THE COLLABORATORS' PII

AI. 03. *CHARGEMAP* informs the *Partner* that it will process, as *data controller*, the *Personally Identifiable Information* of *Collaborators* with whom the *Partner* will put it in contact to evaluate, conclude, execute and manage their business relationship, use the *BASIC Services* and the *Platform* within the framework of the *ToU*.

AI. 04. The main purpose of this processing is described in Article 6 and its sub-purposes are the management, execution, securing, and monitoring of the *BASIC Services*, in particular correspondence, computer access, claims management, the provision of commercial information and the monitoring of the relationship between the *Partner* and *CHARGEMAP*, the management of any disputes as well as the intermediate of final archiving of connection data.

AI. 05. This processing is based on the consent of the *Collaborator* concerned; it is freely revocable.

AI. 06. The categories of data processed in this context are:

- o identification and correspondence data (email address, surname, first name, positions held, messages, *Reply(ies) to User(s)*);
- o technical data regarding to use of the platform (interface language, time-stamped connection data);
- o possible administrative data in the event of a request for our support or dispute(s) (content of exchanges).

AI. 07. The provision of these *PII* is not mandatory, but their absence or inaccuracy will complicate, delay or even prevent the provision of the *BASIC Services*.

AI. 08. The information thus processed is intended for (i) *CHARGEMAP's* authorized personnel, *CHARGEMAP's* personal data processors (ii) operating its electronic messaging systems, (iii) operating its hosting and database servers, (iv) those operating electronic signature services and possibly (v) the general services (administrative, accounting, legal) of its parent company (BRAKSON) or (vi) its advisers subject to an obligation of professional secrecy and/or confidentiality. The full list, identity and details of each of these recipients is available on request.

AI. 09. None of the information processed will be transferred outside the European Union. *CHARGEMAP* shall refrain from carrying out such transfers outside the European Union unless it informs the *Partner* and its *Collaborator* concerned in advance of the measure envisaged, its date of implementation, the nature of each processing operation concerned, the type of *PII* concerned, the purpose of such a transfer, the *PII* recipients and their location, the additional legal and/or organisational and/or technical measures taken to secure the data.

AI. 10. *CHARGEMAP* may keep these *PII* for three (3) years following the termination of the contractual relationship with the *Partner* or, if this event occurs in the meantime, upon the first request for deletion by the *Collaborator* concerned. At the end of this period, unless the agreement is renewed, the *PII* will be deleted from *CHARGEMAP's* databases, with the exception of any data relating to disputes which may be subject to intermediate archiving until the tenth year following the date on which the dispute was brought to the attention of *CHARGEMAP*.

PROCESSING OF USERS' PII

AI. 11. The provision of *BASIC Services* may involve *CHARGEMAP* giving the *Partner* access to *PII* relating to *Users* and integrated into *Users Reviews*. Where applicable, *CHARGEMAP* will operate as *data controller*, with the *Partner* being a *recipient* of these *PII*.

AI. 12. The main purpose of this processing is described in Article 6 and its sub-purposes are the management, securing and public representation of the *Users Reviews* and of the possible *Reply(ies)* to

User(s), the management of any disputes as well as the intermediate of final archiving of connection data.

AI. 13. This processing is based on the consent of the *Collaborator* concerned, it is freely revocable, *CHARGEMAP* therefore assumes no obligation of continuity or availability in relation to *Users Reviews* and to subsequent possible *Reply to User* thereof.

AI. 14. The categories of data processed by *CHARGEMAP* and made available to the *Partner* in compliance with the purposes mentioned in Article 13 Al. 12 are user identification and correspondence data (*Users Reviews*, rating attributed to a *Partner Station*),

AI. 15. None of the information processed shall be transferred outside the European Union or retained in any form by the *Partner* or its *Affiliates*.

ARTICLE 14 - FORCE MAJEURE

AI. 01. The *Parties* shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is due to force majeure, within the meaning of Article 1218 of the French Civil Code, or to exceptional health or climatic hazards beyond the control of the *Parties*.

AI. 02. By express agreement, in addition to exceptional health or climatic hazards beyond the control of the *Parties*, the following events will be deemed to constitute force majeure, irrespective of the criteria of irresistibility, unpredictability and exteriority, if they are beyond the control of the *Parties* and even if they are only partial: power cuts; interruptions; shutdowns and suspensions of the Internet or GSM connection; service interruptions of communication networks.

AI. 03. The *Party* affected by the event must inform the other *Party* without delay of its inability to perform its service and provide justification. The suspension of the obligations will in no case be a cause of liability for failure to perform the obligation in question, or result in the payment of damages or late penalties.

ARTICLE 15 - DISPUTES

AI. 01. All disputes relating to the interpretation, validity or qualification of the *ToS*, their execution, non-execution, interruption, termination or consequences will be subject, before any legal action, to mediation in accordance with the terms below.

AI. 02. The claimant will notify the other *Party* of its wish to resort to mediation by any means of written communication that ensures its proper receipt. It must propose the name of a mediator or the name of a mediation centre that will appoint a mediator.

AI. 03. The other *Party* will then have a period of five (5) working days in which to express its opinion. In the event of disagreement, either *Party* may apply to the Strasbourg, France *Tribunal Judiciaire* for the appointment of a mediator or mediation centre.

AI. 04. Unless extended by the *Parts*, the mediator's assignment must be completed within three months of acceptance of the assignment. Within the limits of the principles governing mediation, the *Parties* undertake to attend meetings, to respond promptly to summonses and to cooperate in good faith. They undertake to respect the confidentiality of the mediation and of all documents and discussions exchanged during the mediation.

AI. 05. The *Parties* may call on the services of an expert.

AI. 06. The remuneration of the mediator and the costs of the mediation, including the use of the Expert, will be shared equally, with each *Party* bearing the costs of its own counsel.

AI. 07. Any agreement signed by the *Parties* at the end of the mediation process may, on the initiative of one of them, be submitted to the Strasbourg, France *Tribunal Judiciaire* for enforcement or approval.

AI. 08. This clause does not preclude referral to the interim relief judge for protective, investigatory, urgent or provisional measures. The mediation clause must be implemented simultaneously.

AI. 09. A simple request for mediation, even if unilateral, suspends the statute of limitations.

AI. 10. IF MEDIATION FAILS, THE PARTIES SHALL BRING THEIR CLAIM EXCLUSIVELY BEFORE THE STRASBOURG, FRANCE *TRIBUNAL JUDICIAIRE*.

ARTICLE 16 - LANGUAGE OF THE GTU - APPLICABLE LAW

AI. 01. The *GTU* and the resulting operations are governed by French law.

AI. 02. This document is an English translation of an original document written in French language available here : <https://chargemap-partners.com/conditions-generales-utilisation/>. The English version is provided solely for convenience purposes, and in the event of any discrepancy or conflict in interpretation between the English translation and the original French document, the original French document shall prevail and be the sole binding version.

Please note that this translation is provided as a courtesy, and while efforts have been made to ensure its accuracy, discrepancies or errors may exist. Therefore, for any legal or official purposes, reference should be made to the original French document.

AI. 03. By accepting or using this English translation, you acknowledge and agree that the original French document is the governing and authoritative version in case of any disputes, conflicts, or inconsistencies between the English translation and the original French document.

AI. 04. The *Parties* may, however, agree to use exclusively one or more other languages of their choice in the *STU*.

ARTICLE 17 - AGREEMENT ON EVIDENCE

All data stored in an unalterable, reliable and secure manner in *CHARGEMAP*'s computer database, relating in particular, but not limited to *Users Reviews* and *Reply(ies) to User(s)*, will be deemed authentic between the *Parties* until proven otherwise.

ARTICLE 18 - NON-WAIVER

The fact that one of the *Parties* has not invoked or has temporarily not exercised a right under the *ToU* does not constitute a waiver of that right.

ARTICLE 19 - SEVERABILITY

The nullity or invalidity of one or more clauses of the *GTU* or the *STU* does not entail the nullity of the *GTU/STU* as a whole. Valid clauses survive for the remainder. Where appropriate, the *Parties* will agree to replace any invalidated clauses with new clauses that respect the spirit of the provisions of the original *GTU/STU*.

ARTICLE 20 - INDEPENDENCE OF THE PARTIES

Neither *Party* may enter into any commitment in the name of and/or on behalf of the other *Party*. Furthermore, each of *Parts* remains solely responsible for its claims, commitments, services, products and personnel.