

General terms & conditions for supply of electricity

1 Definitions

1.1 Customer:

The person, whose data is processed by the Data Controller.

1.2 Residential Customer:

A Customer purchasing electricity for domestic consumption, excluding commercial or professional activities. Residential Customers exclusively receive an Integrated Supply Contract.

1.3 Professional Customer:

A Customer purchasing electricity for personal consumption as part of its commercial or professional activities.

1.4 Metering:

All the technical equipment and instruments used by the Grid Operator to record consumption data at the Customer's POD, including the entire metering process itself. Where appropriate the term "Metering" may be replaced by the term "Meter".

1.5 Contract:

The electricity supply contract contains the general conditions, tariff conditions and, where appropriate, the specific conditions. Specific conditions will always prevail over general conditions.

1.6 Supplier:

An individual or legal entity carrying out the Supply, in this case Enovos Luxembourg S.A.

1.7 Supply:

The sale of electricity to the Customer.

1.8 Integrated Supply:

A supply package which, in addition to the actual supply, also contains the services required to take electricity to the Customer's Point of Delivery. The cost of transportation of electricity by the Grid Operator concerned is determined by the Grid Operator's regulated prices. In the case of Integrated Supply, this cost is billed by the Supplier along with the cost of the supply itself.

1.9 Grid Operator:

Any individual or legal entity responsible for operation, maintenance and, if necessary, development of the distribution/transportation grid in a certain area and, where applicable, for its interconnections with other grids, and for guaranteeing the long-term capacity of the grid in order to meet reasonable demand for distribution/transportation of electricity. The Grid Operator is responsible for connections and for providing Customers with access to its grid, and for taking energy to the Points of Delivery on its grid

1.10 Index :

Metering values recorded on the day meters are read.

1.11 Party (-ies):

The Customer and the Supplier are referred to hereinafter individually as "the Party" and together as "the Parties".

1.12 Point of Delivery (POD) or Consumption Point:

The Point of Delivery as defined by the amended law of 1 August 2007 on the organisation of the electricity market.

1.13 Personal Data:

Means the Customer's personal data processed by the Data Controller within the framework of the Contract.

1.14 Data Controller:

The Supplier who determines the purpose(s) and means of the processing of Personal Data.

1.15 GDPR:

The EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council from the 27th April 2016 relating to the protection of physical persons with regard to the processing of personal information and the free circulation of this data, and repealing the Directive 95/46/EC. The terms "Consent", "DPO", "Personal Data", "Processing" and "Personal Data Controller" used in this contract have the same definition as those specified by the GDPR.

1.16 Processing:

Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or any other form of making available, alignment or combination, restriction, erasure or destruction.

2 Purpose

The purpose of this contract is the supply of electricity to the Customer at the Point of Delivery, in the conditions set out in these general conditions, the tariff conditions and the specific conditions.

The Customer undertakes to take all the electricity needed from the Supplier, in addition to that which it may produce using its own means, and the Supplier undertakes to deliver all this energy.

Contractual relations concerning grid connections, utilisation of grid connections and utilisation of the grid must be drawn up between the Customer and the Grid Operator. The maximum delay to be complied with by the Grid Operator for achieving the initial connection is set forth in Article 2 (3) of the amended law of 1 August 2007 on

the organisation of the electricity market.

3 Tariffs

The tariff conditions applicable on signature of the Contract are attached to the Contract.

Tariffs for supply of electricity may be consulted on the enovos.eu website.

They may also be requested:

- from the Serviceline on the free number 8006-6000 or on (+352) 2737-6000 from abroad.
- or, in the case of tariffs for Professional Customers, from Serviceline Pro on the free number 8006-7000 or on (+352) 2737-8601 from abroad.

In the event of inexact statements by the Customer concerning items determining the tariff, the Supplier is entitled to bill the energy consumed at the exact tariff.

The tariffs applicable to Integrated Supply packages include the regulated tariffs for utilisation of the grid.

The tariffs stipulated in this article do not include electricity tax and contribution to the compensation mechanism ("Fonds de compensation") pursuant to prevailing legislation, and the full amount of this does not include value-added tax and any taxes and charges in force on the day the bill is drawn up.

4 Effective date and termination of the contract

4.1 Effective date and term of the contract

The Contract is drawn up for an indefinite term or a specific term, as stipulated in the specific conditions.

Unless otherwise stipulated in the specific conditions, it comes into force at the date of its signature by the Customer or, failing this, at the date of commencement of the Supply, whichever is first.

Upon expiry of the initial term, it is automatically renewed for successive terms of a duration stipulated in the specific conditions.

When the POD had been previously supplied by another supplier, supply by the Supplier only becomes effective as of the termination of all supplies by the other supplier and/or only when the Grid Operator concerned has been able to change the supplier, in due consideration of all the technical and administrative requirements in relation to the change.

4.2 Termination of the Contract

If the Contract has an indefinite term, either of the Parties may terminate it at any time by registered letter or by fax, in due observance of the period of notice stipulated in the specific conditions.

If the Contract has a specific term, either of the Parties may terminate it by registered letter or by fax, with termination effective at the date of the end of the initial term or, as the case may be, of the renewal period, in due observance of the period of notice stipulated in the specific conditions.

If the specific conditions do not stipulate the duration of the period of notice, this period is 20 days.

The Contract may be terminated by the Customer itself or by the new supplier duly appointed, in due observance of the aforementioned period of notice. The Customer will remain liable for its consumptions whenever termination of the Contract has not been stipulated in accordance with the procedures and timeframes set out in this Contract.

Termination of the Contract only becomes effective on notification of the end-of-consumption Index by the Customer or the Grid Operator. The Customer may notify the Index

- in writing: Enovos Luxembourg S.A., L-2089 Luxembourg.
- by e-mail: serviceline@enovos.eu

- by phone: Serviceline on the free number 8006-6000 or on (+352) 2737-6000 from abroad.

If the Customer cannot supply this Index, it may issue a request to the Supplier to have a reading carried out via the Grid Operator concerned to establish the Index.

Until the end-of-consumption Index has been notified, the Customer remains liable for any consumption at the POD up to the day of such notification, and for payment of fixed costs.

In the event of a Metering taken remotely or of a Customer billed on the basis of the load curve, termination of the Contract only becomes effective on notification of the Metering data by the Grid Operator, and the Customer remains liable for the consumption of its successor up to the day of such notification.

Notwithstanding the foregoing, in the event of a change of Supplier, Residential Customers will receive a final statement within six weeks of the change.

A change of address only gives rise to a change in the Consumption Location in the Contract, and not to termination of the Contract.

4.3 End of the Contract

Supply may also be terminated immediately in the following cases:

- 4.3.1 Without prejudice to Article 10, following serious breaches of one or more conditions of this Contract persisting after a notice has been sent, and remains unanswered after eight business days.
- 4.3.2 Following unlawful interference with a measurement unit or units, or in the event of unlawful or fraudulent drawing off of electricity.

- 4.3.3 When the Customer is concerned by one of the procedures described in Book III of the Luxembourg Commercial Code in connection with liquidations, bankruptcies and suspensions of payments and in the event of a controlled management procedure pursuant to the Order of the Grand-Duchy of Luxembourg of 24 May 1935 on the controlled management system, or similar procedures in States other than the Grand-Duchy of Luxembourg.
- 4.3.4 Whenever the Grid Operator cannot carry out the Metering procedure as described in Article 5 below.
- 4.3.5 When the Supplier cannot perform the Contract following an absence of contractual relations (connection contract or grid usage contract) between the Grid Operator and the owner of the connection or the Customer, or when the Point of Delivery is not connected to a distribution grid.
- 4.3.6 When the supply of electricity has been interrupted by the Grid Operator for a legitimate reason.
- 4.3.7 When the warranty documents required by virtue of Article 12 below are refused, expired, incorrect or false.

5 Metering of energy and power

- 5.1 The price to be paid for the metering operations required for carrying out this Supply will be billed, in the case of an Integrated Supply package, to the Customer at the same time and using the same procedures as invoicing in connection with the Supply.
- 5.2 The Supplier is not responsible for Metering.
- 5.3 Concerning practical procedures in connection with Metering, such as transmission of data, fees for rental of meters and for transmission of data, the Client must consult the prevailing Grid Operator's conditions for utilisation of the grid.
- 5.4 The Supplier is entitled to draw up invoices through estimates of consumption if it does not obtain the data required to draw up the consumption invoice or if, for any reason, plausible metering data cannot be obtained. In order to determine the quantity of energy to be billed, the Supplier is entitled to refer to consumption over the period preceding the period to be billed or, in the case of new Customers, to consumption levels for the same type of customer.
- 5.5 In all cases, the Supplier reserves the right to have readings checked.
- 5.6 The Customer and the Supplier may have checking meters installed at their own expense. These meters will not be used for billing purposes.
- 5.7 If Metering indications are not challenged, they will be taken as valid. Each of the Parties is entitled at any time to ask the Grid Operator to verify Metering in the conditions stipulated by the Grid Operator.
- 5.8 In the event of a challenge, consumption and power levels may only be checked from the last exact reading.

6 Processing of personal data

- 6.1 The Supplier acknowledges and undertakes to comply with the laws and regulations governing the protection of personal data, particularly with the GDPR and any other national law or regulation governing the processing of personal data. Information relating to the processing of the Customer's personal data and the provisions relating to the Customer's consent are provided by the Contract.
- 6.1 The Supplier acknowledges and undertakes to comply with the laws and regulations governing the protection of personal data, particularly with the GDPR and any other national law or regulation governing the processing of personal data. Information relating to the processing of the Customer's personal data and the provisions relating to the Customer's consent are provided by the Contract.
- 6.2 The Customer may contact the Data Protection Officer (DPO) appointed by the Personal Data Controller as follows: Enovos Luxembourg S.A., to the attention of the Data Protection Officer, 2, Domaine du Schlassgoard, L-4327 Esch-sur-Alzette - Telephone: (+352) 27371 - Email: dpo@enovos.eu
- 6.3 Purpose of Processing of Personal Data: Personal Data is processed for the purpose of supplying energy (electricity, gas) and supplying goods/services connected with the supply of energy. Personal Data is processed as part of the execution of the Contract and is necessary to enable the Data Controller to fulfil his legal and contractual obligations. The provision of Personal Data is a contractual requirement for the completion and execution of the Contract.
- 6.4 Recipient: The recipient of the Personal Data is the Data Controller. During the execution of the Contract, the Data Controller shall, if necessary, share the Personal Data with its technical partners such as the network operator and supplier of metering services and any other subcontractor and/or State authority, in particular with the "Institut Luxembourgeois de Régulation" (i.e. the authority responsible for regulating the energy markets), when necessary.
- 6.5 In accordance with the GDPR, the Customer's consent is necessary for the Customer to receive newsletters, information, updates, news, special and/or promotional offers and invitations to conferences, round tables and/or any other event (defined as "Auxiliary Products or Services") relating to products or services provided by the Supplier. The Customer may give his consent by ticking the boxes corresponding to his preferences on the website : data.enovos.lu or enovos.lu. The Customer has the right, at any time, to withdraw his consent to the processing of his Personal Data for Auxiliary Products or

Services or to modify his preferences on the website: data.enovos.lu or enovos.lu. Such withdrawal of consent shall not affect the lawfulness of processing based on consent given before his withdrawal or on the ground of the execution of the Contract. Such withdrawal of consent may affect the ability of the Data Controller to provide functionalities and opportunities suited to the Customer's needs. Without the Customer's consent, the Data Controller will not be able to provide Auxiliary Products or Services, nor to store the Personal Data beyond the term specified in the Contract. In the case of Auxiliary Products or Services, the Data Controller shall share the Personal Data with his subcontractors and partners in relation to the goods and services provided by the Data Controller, when necessary.

- 6.6 For more information on the processing of your personal data, our Privacy Policy is available on enovos.lu and a fact sheet is available on gdpr.enovos.lu.
- 6.7 Rights of the Customer: The Customer has the right to request access to his Personal Data from the Data Controller together with the rectification or erasure of such Personal Data or restriction of processing. The Customer also has the right to object to the processing of his data and the right to portability of his Personal Data. These rights may only be exercised within the limits of any contractual or legal obligation. The Customer also has the right to lodge a complaint with the Luxembourg supervisory authority, the National Data Protection Commission (<https://cnpd.public.lu/fr.html>).
- 6.8 Retention period for Personal Data: The Data Controller will retain the Personal Data relating to execution of the Contract and the Personal Data relating to Auxiliary Products or Services for a period of 10 years starting from the end of the commercial relationship.
- 6.9 The Data Controller does not transfer the Personal Data outside the European Union or to an international organisation, except as the case may be on the basis of an adequacy decision ensuring that the third country provides an adequate level of protection or on the basis of appropriate safeguards such as the conclusion of the European Commission's standard contractual Clauses or any other instrument valid under the GDPR.

7 Utilisation of energy

Unless the Supplier has issued express permission in writing, the Customer may not assign all or part of the electricity supplied to it to third parties, either free of charge or against payment.

If it fails to adhere to this stipulation, the Supply may be terminated immediately pursuant to Article 4.3.

8 Billing of electricity and ancillary services

The basis considered by the Supplier to bill the electricity

taken up by the Customer at the Point of Delivery consists of the data recorded by Metering that are furnished to the Supplier by the Grid Operator.

However, if the Meter cannot be read, or the Index appears to be inconsistent with usual levels of consumption, the Supplier is entitled to estimate levels of consumption through the procedures stipulated in Article 5.4.

In the case of incomplete months of supply, at the beginning or end of the Contract during the month, the amount to be billed in relation to monthly rates is determined on a daily basis.

The Supplier reserves the right to bill the ancillary services requested by the Customer, including confirmations of its balance or copies of invoices, on the basis of the rates indicated to it following the request.

8.1 Billing procedure for Customers on an annual basis

Within a period of twelve months the Customer receives, depending on billing regularity, a six-monthly bill, five two-monthly bills or eleven monthly bills, followed by a final statement. Billing regularity is determined by the Supplier depending on the availability of Metering data and the amounts to be billed.

The instalments are fixed amounts calculated on the basis of the Customer's past consumption. For new Customers, the amount of the instalments is set on the basis of an estimated annual consumption by the same type of customer. The Supplier reserves the right at any time to adjust the amount of instalments in accordance with changes to the Customer's consumption or prices for supply of electricity or prices regulated by the Grid Operator.

The final statement corresponds to the difference between the Customer's annual consumption arising from Metering or from the estimate carried out pursuant to Article 8 paragraph 2, and the instalments already billed for this period. The final statement is established by applying the prevailing rates to the annual consumption distributed in a linear fashion over the full period.

Along with the annual statement, the Customer receives a payment plan stating the number and amounts of the billing instalments for the next billing period which corresponds to a period of 12 consecutive months.

8.2 Billing procedure for Customers on a monthly basis

Bills are drawn up during the first days of the month following the month of supply, accounting for the measured or estimated consumption during the month of supply, and a statement may be established.

8.3 Payment of bills

8.3.1 Residential Customers

All bills are payable, with no deductions or compensation, at the payment date stipulated on the bill. Deadlines for payment of bills are stipulated in the specific conditions.

In the event a bill has not been paid at the payment date, Article 10.1 concerning suspension of supply is applicable.

In the event of delayed payment of bills when they become payable, the amounts due are automatically increased by the interest established by the law of 18 April 2004 concerning payment deadlines and interest for late payment. The bills contain a stipulation that the Supplier intends to lay claim to application of this law.

Any costs, including the costs of reminders, arising from non-payment of bills or irregular payment of bills, will be billed for a minimum fixed amount of 11.50 euros, or for the actual costs if they exceed this minimum amount.

8.3.2 Professional Customers

All bills are payable, with no deductions or compensation, at the payment date stipulated on the bill. Deadlines for payment of bills are stipulated in the specific conditions.

In the event a bill has not been paid at the payment date, notwithstanding Article 4.3., Article 10.2 concerning suspension of supply is applicable.

In the event of delayed payment of bills payable, without prejudice to other rights reserved by the Supplier, the amounts due will be automatically increased by interest for late payment pursuant to Article 5 of the law of 18 April 2004 concerning payment deadlines and interest for late payment, with no need for any official notification.

Any costs, including the costs of reminders, arising from non-payment of bills or irregular payment of bills, will be billed for a minimum fixed amount of 11.50 euros, or for the actual costs if they exceed this minimum amount.

8.3.3 Methods of payment

The Customer may use the following methods of payment: cash payments, bank transfers, bank cards acceptable to the Supplier, and standing orders.

8.4 Challenges of bills

Any challenges of bills must be made in writing before their due date, as otherwise they will be considered to have been accepted.

After the due date, only errors due to Metering reports or to the constant factors used as a basis for billing, or manifest material errors (calculation errors, reading errors, errors in the transcription of figures, meter confusion, cabling errors etc.) will be considered.

In the absence of a manifest error, challenge of a bill by the Customer does not diminish in any way its obligation to meet payment deadlines.

In the event of an error established by the Supplier in billing an excessive amount, the Supplier undertakes to correct the bill and issue a refund to the Customer as soon as possible.

9 Liability

The Supplier may not be held liable for any lack of attention or negligence by the Grid Operator in terms of operation, maintenance or development of its grid.

Consequently the Supplier may not be held liable by the Customer for damages arising from an interruption or limitation of the Supply, particularly in the event of modifications, enlargements, cleaning, repairs or verification of the facilities of the Grid Operator and/or of the Customer, beyond damages arising as the result of irregular supply, as in the case of voltage or frequency deviations.

The Supplier is not bound by any obligation vis-à-vis the Customer in connection with the characteristics of the electricity and the technical conditions of its supply. These are specified by the Grid Operator, and are thus its responsibility. These aspects must therefore be settled between the Customer, as the user of the grid, and the Grid Operator. In all cases in which the Supplier may be held liable, its liability is limited to material, actual and certain damages sustained by the Customer, directly related to their cause. The Supplier may not under any circumstances be held liable for any indirect damages sustained by the Customer, including but not limited to loss of production, loss of profits and/or any other losses of revenue. The sum of any compensation may not in any case exceed the equivalent of 300 € per claim and two claims per year.

The Supplier may not be held liable in the event of an instance of force majeure and in the event of circumstances beyond its control.

The following events are considered instances of force majeure: mobilisations, lockouts, orders by public authorities, state of war, civil disturbances, strikes, sabotage, attacks, all disruptions, for any reason, occurring at the distribution and transport facilities of the Grid Operator or of a third party, damage caused by accidental or uncontrollable events such as natural disasters, atmospheric phenomena that are uncontrollable in view of their causes and size (frost, sticking snow, storms, hail etc.) and any other events beyond the control of the Supplier.

10 Suspension of Supply

10.1 Suspension of the Supply of Residential Customers

In the event of non-payment within fifteen days of the payment date on a bill, a reminder is sent to the Customer.

In the event of non-payment within fifteen days of the date of dispatch of the aforementioned reminder, the Supplier notifies the defaulting Customer by registered letter of its intention to disconnect their system within thirty days.

Without prejudice to Article 2 (8) d) of the amended law of 1 August 2007 on the organisation of the electricity market, the defaulting Customer's system is disconnected after this period has elapsed.

The costs of disconnection and reconnection are payable by the defaulting Customer.

The Supply will only be restored after payment of the debt in full and of all the costs arising from disconnection and reconnection.

When evidence of payment is received before 3 p.m., the reconnection request is sent by the Supplier to the Grid Operator on the same day as evidence of payment

is received. The Grid Operator r reconnects the Supply within a period of 3 business days as defined in Article 2 (8) of the amended law of 1 August 2007 on the organisation of the electricity market.

10.2 Suspension of the Supply of Professional Customers

If the Customer seriously infringes one of the stipulations of the Contract, the Supplier may request compliance by registered letter. Eight days after this request, the Supplier will be entitled to suspend Supply with no further warnings.

The Supplier is also entitled to interrupt the Supply with no need for any judicial formalities and no warnings when the Customer is affected by one of the procedures described in Article 4.3.3 of these general conditions.

The costs of disconnection and reconnection are payable by the Customer.

Pursuant to this article, the Supplier may not under any circumstances be held liable for any damages.

Reconnection will only be carried out after payment of the debt in full and of all the costs arising from disconnection and reconnection.

When evidence of payment is received before 15:00 h, the reconnection request is sent by the Supplier to the Grid Operator on the same day as evidence of payment is received. Reconnection is carried out pursuant to the conditions and timeframes applicable with the Grid Operator.

11 Self-production

If the Customer produces a portion of its energy itself, it must notify the Supplier of this circumstance beforehand.

12 Guarantee

When drawing up the Contract or during its performance, the Supplier will be entitled to demand from the Customer, by way of a guarantee of payment of all the obligations undertaken by it, either a bank endorsement for the price of the foreseeable consumption over a maximum period of four months, or full payment of this amount.

During the Contract, this guarantee may be adapted to the amount for consumption over the four months with the highest levels of consumption during the preceding year.

Unless the Supplier agrees, the guarantee may not be offset by the Customer with consumptions billed. It will be returned to the Customer at the end of this Contract and after accounts have been drawn up and settled.

13 Confidentiality Clause

Without prejudice to Article 6 above, each of the Parties to the Contract undertake to refrain from disclosing to anyone, directly or indirectly, all or part of information of a commercial, industrial, technical, financial etc. nature that is designated as confidential information by the other

Party.

Confidential information may only be disclosed to third parties with the prior consent of the other Party.

This article does not include the following information:

- information that became public knowledge with no infringement of this Contract prior to disclosure of the information by one of the Parties, disclosed with prior consent in writing by the other Party.
- information sought through a judicial or administrative injunction.
- information already known to the Party receiving the information at the time it is disclosed.
- information that subsequently becomes known to a Party through a source other than the other Party that has disclosed the information, when this can be proven by the Party that has received the information.

14 Derogations

All derogations of this Contract must be in writing and signed by the Parties.

15 Safeguarding Clause

If one or more stipulations of these conditions are declared illegal or inapplicable, the other stipulations will not be affected under any circumstances. The Supplier undertakes to replace the illegal or inapplicable clause with a legal and viable clause.

16 Assignment of the Contract

The Supplier is entitled to assign the Contract to a third party, provided it ensures the rights of the Customer are not diminished by such assignment. The Supplier notifies the Customer of the assignment.

17 Mandate

The Customer hereby authorises Enovos Luxembourg S.A. to act as follows in its name and on its behalf:

- to terminate its electricity supply contract with its current supplier (when there is a change of supplier);
- to issue a request to the Grid Operator for personal information and data in connection with the Consumption Point concerned;
- to take all the necessary steps to enable Enovos Luxembourg S.A. to carry out the Supply.

18 Modifications to the general conditions and tariffs

The Supplier may modify or replace the contractual conditions with new conditions, provided it notifies the Customer at least thirty days in advance, giving the Customer the chance not to accept the new conditions.

The Supplier notifies its Customers of any modifications, including any increases in the price of the Supply itself, in good time and at least 30 days prior to the entry into force of the modification, and of the price increase. Within 30 days of notification of the modification, and of the increased price of the Supply itself, the Customer is free to terminate the Contract at no cost by registered letter or by fax if it does not accept the modification or the new prices.

For an Integrated Supply package, the preceding paragraph does not apply to increases in prices regulated by the Grid Operator.

If the Customer has not informed the Supplier in writing of its intention to terminate this Contract within the period of 30 days stipulated above, the Customer will be assumed to have accepted the new general conditions, including the new prices.

Any modifications to the general conditions or any increases in the price of the Supply itself are notified to the Customer by the Supplier by mail, by a statement on the electricity bill, or by means of a proper announcement in the most widely read daily national newspaper.

19 Settlement of legal disputes with Residential Customers

Notwithstanding Articles 10.1 and 20 of these general conditions, any Customers with disputes with the Supplier must notify the latter of their objection as soon as possible and at the latest within fifteen calendar days of their knowledge of the objection. The claim may be brought to the knowledge of the Supplier in writing or in person. The claim is officially registered with the Supplier, stipulating the date of each claim, the name of the claimant or claimants, and a brief description of the dispute.

The Supplier has a maximum period of one month to take up a position, possibly suggesting an amicable settlement, or even arbitration, with a single expert on such issues acting as arbitrator, and inform the Customer of its position or its proposal to settle the dispute.

The Supplier undertakes not to instigate legal proceedings for a period of at least one month from dispatch of its position or its proposed settlement or arbitration, in order to enable the Customer to approach the Luxembourg Institute of Regulation ("Institut Luxembourgeois de Régulation") as mediator pursuant to Article 6 of the amended law of 1 August 2007 on the organisation of the electricity market.

This internal procedure may not under any circumstances prevent either of the Parties from taking legal action.

20 Laws applicable - Arbitration - Jurisdiction

All disputes concerning the validity, interpretation or execution of these general conditions or, in a more general sense, concerning the Contract, are exclusively subject to the laws of Luxembourg.

Notwithstanding Article 19 of these general conditions,

all disputes between the Parties will be the exclusive competence of the courts of the city of Luxembourg-Ville, unless the Parties submit to a ruling by an arbitration committee arranged pursuant to the stipulations below.

The committee will have three members. Each Party will choose one member, and the third member will be chosen by mutual agreement or, failing any agreement, by the President of the Luxembourg district court ("tribunal d'arrondissement") at the request of the first Party to take action.

The arbitrators will rule with no appeals, on a majority of votes. They will take their decisions according to the rule of law.

They will be exempted from all procedural formalities. The costs of arbitration will be paid in advance by the Parties equally. The ruling handed down by the arbitrators will decide the proportions in which each of the Parties will finally meet these costs.

Other aspects of arbitration proceedings will be governed by Articles 1224 and following of Luxembourg's new Civil Procedure Code.

21 Reference for the general conditions

The reference for these general conditions will be as follows:

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