

ChargePoint Assure

ChargePoint Assure® offers comprehensive monitoring, maintenance, support, and hassle-free issue resolution

With Assure, ChargePoint takes responsibility for safeguarding your charger by providing remote support, proactive monitoring, and coordination of on-site repairs by expert support specialists

Stay on top of operations with proactive monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Enjoy 98% annual uptime, including downtime caused by hardware-related outages
- + Keep your stations up and running with proactive troubleshooting and dispatch
- + Call us for expert support 24 hours a day, 7 days per week

Count on us with a one business day response time

- + We respond to all issues within one business day, and parts are typically shipped 3-5 business days after
- + ChargePoint certified technicians will be on-site to repair your station within one business day of receiving any required parts
- + Fix problems with on-site labor that ChargePoint dispatches and manages

Rest easy with the industry's leading parts and labor warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We include labor and travel coverage to repair issues that often aren't covered under warranty, such as vandalism and accidents

Get a glimpse into driver behavior with robust reporting

- + See how stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

Requirements

Installation quality affects the long-term reliability and availability of EV charging stations, so we require that stations covered by Assure are installed in accordance with our specifications published on ChargePoint University.

Choose one of the following ways to install your station and activate Assure:

1. Complete station installation with an authorized installer that is certified and/or authorized by either ChargePoint or a ChargePoint hardware supplier (note: ChargePoint installation certification is obtained via ChargePoint University).
2. Complete station installation by purchasing Installation from ChargePoint.

ChargePoint DC stations must be commissioned by a ChargePoint Authorized Commissioning Partner. Commissioning is performed after the station is installed, and includes assessments (e.g., confirmation of cellular and local network coverage), energization of the station, and completion of any required configuration and pinpointing steps.

Comparison

	Standard Warranty	Assure
Availability	2 years included with all stations installed by an installer that is certified and/or authorized by either ChargePoint or a ChargePoint hardware supplier ⁽¹⁾	Available for up to 5 years. Stations must be installed and validated by an installer that is certified and/or authorized by either ChargePoint or a ChargePoint hardware supplier ⁽¹⁾
24x7 Technical Support	Included	Included
Proactive Monitoring	Not Included	Included
Parts cost coverage	Included and parts ship to customer	Included and part delivery to service partner coordinated by a ChargePoint technical support engineer
Labor cost coverage	Not included: station owners must pay for labor separately	Included and coordinated by a ChargePoint technical support engineer. Labor cost coverage also included for damage caused by vandalism and accidents
Service Levels	Not Included	Response 1 business day after receipt On-site 1 business day after part delivery 98% annual uptime

⁽¹⁾ Installations performed by someone that is not certified and/or authorized by either ChargePoint or a ChargePoint hardware supplier are not covered under warranty

⁽²⁾ For more information on Standard Warranty and Assure Terms & Conditions visit www.chargepoint.com/legal/support-services

Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE ⁽²⁾
Assure for CP6000 Family	CP6000-ASSURE-n ⁽²⁾
Assure for Express Family	CPE250-ASSURE-n ⁽²⁾ EXPP-BLOCK-ASSURE-n ⁽²⁾ EXPP-PL1000-SINGLE-ASSURE-n ⁽²⁾ EXPP-PL1000-DUAL-ASSURE-n ⁽²⁾
Assure for CPF Family	CPF-ASSURE ⁽²⁾

⁽²⁾ Substitute n for desired years of service (1, 2, 3, 4 or 5 years)

Companion Services

Description	Order Code
Onboarding, Configuration and Provisioning	CPSUPPORT-ACTIVE
Installation for AC products	CPF-INSTALL-COMMISSIONING CT4000-INSTALL-COMMISSIONING CP6000-INSTALL-COMMISSIONING
Commissioning for Express Family	CPE250-COMMISSIONING CPE250-PAIRED-COMMISSIONING EXPP-PL1000-COMMISSIONING EXPP-BLOCK-COMMISSIONING
Installation for Express Family	CPE250-INSTALL-COMMISSIONING CPE250-PAIRED-INSTALL-COMMISSIONING EXPP-PL1000-INSTALL-COMMISSIONING EXPP-BLOCK-INSTALL-COMMISSIONING



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA
+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
chargepoint.com

Contact Us
Visit chargepoint.com
Call +1.408.705.1992
Email sales@chargepoint.com
Guillevin jeff.hoogveld@guillevin.com

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CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“**Assure**”) is a full service and support program offered by the applicable ChargePoint entity found in Section 15 below (“**ChargePoint**”). Assure is designed specifically for your electric vehicle charging station purchased from ChargePoint or its representatives and qualified for Assure coverage (“**Charging Station**”). With your Assure coverage, ChargePoint and its operations and maintenance partners (“**O&M Partners**”) will provide the parts, labor, and other services indicated in these Assure Terms and Conditions of Service (“**Agreement**”). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives. For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit <https://chargepoint.com/products/service>.
 - a. **Parts:**
 - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
 - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.
 - b. **Service and Labor:**
 - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
 - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.

- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
- Coordinate all repairs necessary to have your Charging Station back up and running.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics.

c. **Charging Station Uptime Objective:**

- A 98% annual station uptime objective, which means the percentage of time that a Charging Station can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Charging Station; or (ii) start of your Service Term; provided that, such uptime objective is subject to the exclusions described in Section 6 (Exclusions from Coverage) herein. Any failure by Charging Stations to maintain the aforementioned annual station uptime objective shall not constitute a breach of this Agreement by ChargePoint. For the avoidance of doubt, the aforementioned annual station uptime objective does not apply to ChargePoint's cloud services.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring, or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations, including but not limited to any Skid Mounts. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, then ChargePoint has the right to bill back for all costs incurred related to the warranty service ("**Bill Back Costs**"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel, and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your

cooperation. Specifically, you agree to:

- a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased ChargePoint's cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules, and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **COMMISSIONING:** ChargePoint will provide Assure service to your Charging Stations provided you have satisfied the Commissioning requirements provided herein. "**Commissioning**" means the process of validating that a Charging Station is operational and installed in accordance with ChargePoint's specifications.
- a. If you or your certified ChargePoint installer perform Commissioning, you are responsible for ensuring your Charging Stations are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or commissioning guides, published by ChargePoint ("**Product Specifications**"). ChargePoint reserves the right to perform a site audit to assess installation quality. ChargePoint may charge you for any costs associated with responding to an issue caused by your failure to install your Charging Stations in accordance with the Product Specifications discovered while performing Commissioning or any time after your Assure subscription has commenced. ChargePoint may suspend your Assure coverage until such installation defect has been remedied.
 - b. All ChargePoint DC charging equipment requires Commissioning to be performed by ChargePoint, or an O&M Partner designated by ChargePoint, prior to ChargePoint providing Assure services or meeting its commitments under this Agreement.
 - c. If your Assure Pro service, standard Assure service, ChargePoint's standard warranty, or ChargePoint's extended parts warranty (as applicable) for your Charging Stations has been expired for more than 180 days, to ensure that such Charging Stations have been installed and maintained in accordance with the applicable Product Specifications, a site readiness inspection by

ChargePoint or a ChargePoint O&M Partner may be required in order to renew Assure on those Charging Stations. Any such site readiness inspection or work necessary to bring the Charging Stations into compliance with the Product Specifications may be at your cost.

- d. Any relocation of your Charging Station from its original installation location (including but not limited to any approved transfer pursuant to Section 12 of this Agreement) will require a new Commissioning before the commencement or resumption of your Assure coverage for that Charging Station.

6. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:

- a. Cosmetic damage such as scratches and dents.
- b. Normal aging or fading of colors due to exposure to the elements.
- c. Abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
- d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint or Commissioned as provided in Section 5.
- e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
- f. Vehicle to Charging Station interoperability or communication issues.
- g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
- h. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.

8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed, and activated before the Service Term commences as described above, your Charging Stations will

nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.

9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew automatically for successive one-year terms at the list price of the original Service Term, subject to increases and your right to terminate below (each a “**Renewal Term**”). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days’ written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for attorneys’ fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate this Agreement or (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to Section 11(i), ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.
12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging

Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.

13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "**Replacement Parts**") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

16. AMENDMENT OR MODIFICATION: ChargePoint reserves the right to modify this Agreement from time to

time. ChargePoint will provide notice of each such modification to you. Your continued use of Assure following such notice will constitute an acceptance of the modified Agreement.

17. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** Except for your payment obligations under this Agreement, neither party will be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake, explosion, or other natural disaster (irrespective of the affected party's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities (including but not limited to utility, transmission or power failures); breakdown of web host; breakdown or act or omission of internet or other service provider; breakdown or act or omission of common carriers; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the required material or components (a "**Force Majeure Event**"). .
19. **SEVERABILITY:** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT:** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
21. **NO AGENCY OR PARTNERSHIP:** ChargePoint, in the performance of this Agreement, is an independent

contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations, and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Assure coverage, the number of Charging Stations which Assure is ordered, the term of such Assure coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
24. **ENGLISH LANGUAGE AGREEMENT GOVERNS:** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.
25. **FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY.** Customer confirms having first been presented with and given the opportunity to examine a version of this Agreement in French. The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l’opportunité de réviser une version en français de la présente convention. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s’y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.