



## **LEGAL NOTICE AND GENERAL TERMS AND CONDITIONS OF USE OF SERVICES PROVIDED BY PARTAKUS**

The Partakus platform is edited by:

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### **PROVISION 1 – PREAMBULE**

It is specified that the present legal notice and general terms and conditions (hereafter known as the “General Terms and Conditions” or “T&Cs”) shall exclusively govern the provided services on the website found at the address [www.Partakus.com](http://www.Partakus.com), the associated sub domain: <https://hub.Partakus.com>, and the Partakus mobile app (the entirety of these hereafter known as the “Platform”).

The present legal notice and General Terms and Conditions have been established by Partakus, to operate the Partakus Platform as a general intermediary between automotive professionals and their customers.

The purpose of the present legal notice and General Terms and Conditions is to define the policies of a service which provides the display of, search for, purchase, sale, and product information of automotive parts. If the occasion demands, the present General Terms and Conditions are modified or completed according to the policies of use specific to certain features.

Customer services for the Platform can be reached by the following means:

- By mail to the following address: 122 avenue du Général Leclerc, 92290  
BOULOGNE-BILLANCOURT, FRANCE

- By email to the following email address: [contact@partakus.com](mailto:contact@partakus.com)



## **PROVISION 2 – DEFINITIONS**

Throughout the rest of the present T&Cs and any other associated contractual document, the capitalized terms in both their singular and plural forms will have the following meaning:

“Purchaser” refers to the User who has made a purchase, regardless of its quality, through the Platform.

“Data” refers to all the electronic information or data submitted by the Users in order to subscribe to and use the Platform.

“Vendors” refers to all of the Level 1 and Level 2 Vendors.

“Level 1 Vendor” refers to the wholesaler/retailer who sells to the mechanic.

“Level 2 Vendor” refers to the spare parts vendor who sells to the wholesaler/retailer.

“Parties” refers to the User (whatever the intention) and the Service Provider collectively.

“Partakus” refers to the service provider, author and editor of the Platform.

“Platform” refers to the website <https://hub.Partakus.com>, the display website [www.Partakus.com](http://www.Partakus.com) and/or the customized mobile app (downloadable through Google Play and iTunes Store), as well as any other display panel of Services and Solutions provided by the company Partakus.

“Product” refers to the spare parts used for automotive repairs or maintenance in addition to any automotive aftermarket accessory and consumable good, and other services providing access to product information.

“Service” refers to all services provided by Partakus to Users within the scope of Platform operations, such as, but not limited to, optimization services and maintenance.

“Solutions” refers to the Platform's operational functions made available to Users as part of a contract.

“Users” refers to any legal person with prior authorization from Partakus to use the Platform by means of a username and password attribution. Users can be comprised of Vendors, or User agents, consultants, subcontractors and employees in addition to any third party in partnership with the User. Users also refer to any person who has accessed or visited the display website [www.Partakus.com](http://www.Partakus.com).

## **PROVISION 3 – ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS**

### **3.1. Acceptance of the T&Cs**

The User is subject to unconditional acceptance of the present Terms and Conditions to use Partakus's online service providing automotive parts display, search, purchase, and sale via the Platform. The User declares and acknowledges having read the full terms of the present Terms and Conditions. This acceptance will be expressed by checking the box during



Platform subscription that indicates acceptance of the present Terms and Conditions, such as, for example, "I have read and accepted the Platform's terms and conditions." Having checked the box represents the same value as having the User's handwritten signature.

Partakus reserves the right to modify a part or all of its General Terms and Conditions at any time. It is therefore the User's responsibility to regularly consult the most recent version of the General Terms and Conditions on the Platform. Non-acceptance of the General Terms and Conditions requires the User to delete his or her Platform User account.

### **3.2. Legal capacity**

Acceptance of the present General Terms and Conditions and use of the Platform indicates the User's legal capacity of this act. If the User is a minor or does not possess this legal capacity, he or she must obtain authorization by a legal guardian or legal representative.

If acceptance of the General Terms and Conditions are made on behalf of a company or legal person, the User declares and guarantees possessing the legal right to bind the aforesaid company or legal person to the present General Terms and Conditions. In this case, the User will be considered the aforesaid company or legal person.

### **3.3. Regulatory compliance**

The Platform is in compliance with French regulation. Hence, Partakus cannot be held liable for cases of non-compliance with applicable foreign regulations if a User residing outside French territory consults the Website. Users must therefore heed applicable local and national laws; Partakus cannot be held liable for any case of non-compliance of such laws.

### **3.4. User's non-compliance of the General Terms and Conditions**

In the case of a User's nonperformance or non-compliance with one of the obligations or stipulations mentioned within the present General Terms and Conditions, Partakus reserves the right to modify, limit, suspend, or refuse access to services without notice and shall be exempt from any compensation claims by any means on the User's behalf. Partakus will also be entitled to claim compensation for any damage endured.

## **PROVISION 4 – DESCRIPTION OF SERVICE**

### **4.1. General**

Partakus created a useful and practical Platform dedicated to automotive aftermarket professionals. In this respect, Partakus provides its Users with online Solutions, including but not limited to networking, request and response notification, a product catalog, and product information. The Platform allows Users to search for and order services and products in real time online.

### **4.2. Process of a purchase order**



**Purchase order method** The User may place a purchase order on the Platform. It is expressly agreed that no payment of any means will be made via the Platform and will be independently carried out between the Vendor and the Purchaser.

The User shall create a user account prior to the first purchase order on the Website. The User mechanic may create a quote for affiliated Level 1 Vendors. He or she may also consult the product catalogs of affiliated Vendors. A Level 1 User may consult all Level 2 Vendors' catalogs without restriction. All Users may place a purchase order using the Platform's available professional tools.

**Steps of a Purchase order** .The steps of placing a purchase order are the following:

- If it is a first-time purchase order, the User shall create a user account; if a user account already exists, the User shall sign in to said user account;
- The User shall choose and place the Products or Services he or she would like to purchase in the basket which recapitulates the order;
- The User shall take note of the T&Cs;
- The User shall validate the basket by clicking on the validation button;
- The User shall provide identification information for Product or Service delivery;
- The User shall choose the shipping method;
- A summary of the purchase order (including the articles, price, and shipping method) shall be recapitulated before final validation;
- Purchase order validation;
- Partakus sends the Vendor a purchase order request by email on behalf of the Purchaser;
- The Vendor commits to confirming or rejecting the purchase offer within two (2) working hours following reception of the emailed request;
- Partakus draws up a contract between the Purchaser and the Vendor via the Platform;
- Partakus sends out a confirmation of purchase order detailing all purchase order information in addition to specifying shipping and purchase order cancellation policies.
- Payment shall be made directly between the Vendor and the Purchaser upon Delivery.

The User's contact and delivery information must be accurate and up to date. Partakus cannot be held liable for delivery issues for reasons of inaccurate or non-updated information. Upon the User's purchase order on the Platform (which is interpreted as a firm and binding agreement to enter a sales contract), the Vendor commits to fulfill the request and send out the delivery within a maximum of four (4) working hours subject to available inventory.

**Purchase order error**



Partakus is not in any way liable for any purchase order error committed by the Purchaser or for any eventual consequences such as delivery errors or delays. Extra fees for potential reshipment are responsibility of the User.

#### Purchase order refusal

Partakus reserves the right to refuse sale of the purchase order for any legitimate motive such as payment issues, delivery errors following incomplete or incorrect information provided by the User, abnormally high purchase order requests deviating from the User's normal purchase orders, or orders accomplished by deceitful means.

#### Filing

Partakus will file away accurate copies of purchase orders and invoices via a reliable and sound medium.

### **PROVISION 5 – PRICE**

#### **5.1. Price setting**

Partakus will not intervene in the establishment of Product and Service prices and shipping/delivery policies set by the Vendors. The User may benefit from discounts on the Platform set by Level 1 and Level 2 Vendors.

#### **5.2. Price**

Except under prior written authorization, all prices on the Platform are fixed prices in euro including all tax, counting the current applicable VAT the day of the purchase order and excluding the cost of processing and shipping fees. Partakus reserves the right to incorporate VAT rate changes into the price of Products or Services.

### **PROVISION 6 – OPENING AN ACCOUNT – IDENTIFICATION – PROOF OF DATA SHARING**

Upon creation of an account, the User shall be attributed a username and password (hereafter known as "User Identification") which provides access to his or her private account.

#### **6.1. Account**

Each User shall not create more than one account on the Platform. Platform access may be restricted at any moment for maintenance, repairs, or updates. Partakus is not under any obligation nor is liable for the quality of Platform services.

Partakus ensures secured use of the Platform. Nevertheless, due to the nature of the Internet, Partakus cannot ensure absolute security of the Platform and is strictly held to due care.

## **6.2. Confidentiality of User Identification**

User Identification is personal and confidential. It shall not be nontransferable. It may only be changed upon request of the User or by initiative of Partakus.

The User shall take full and total responsibility of his or her User Identification use and commits to putting all measures in place to keep it confidential and not disclose this information to anyone for any means. In case of loss or theft of the concerned User Identification, the User is liable for all consequential damage following this loss or theft and must follow the procedure for such modification without delay, which may be consulted at the following address: <https://hub.Partakus.com/password/lost>. The User shall be responsible for providing a password of reasonable strength and complexity. Partakus is not liable for cases of accounts accessed by a third party, brute force hacking, or any other means.

## **6.3. Improper use of an account**

If a User violates the present T&Cs in part or in whole, Partakus reserves the right to shut down the account without notice and may nullify any claim for compensation on behalf of said User. Partakus shall not be held liable for User misconduct and nullifies any claim for compensation for said misconduct. Partakus shall not be held liable pursuant to the present Provision. However, Partakus may hold the User liable and claim damages in this respect if the User has not complied with the present T&Cs.

## **6.4. Agreement of proof**

The Parties expressly acknowledge that:

- the presence of an identification code validly identifies the author of a document or message and establishes the authenticity of such;
- an electronic document containing an identification code shall be deemed a handwritten signature from the issuing person;
- Parties may invoke by means of an electronic mail printout from an electronic messaging service the content of exchanges carried out regarding the execution of the present General Terms and Conditions.

The User accepts that all requested information including the conclusion or drawing up of a contract is conveyed via electronic mail. In general, the Parties accept that all electronic communications are evidence between them. The User particularly recognizes the value of proof of the systems of automatic record by Partakus and renounces contention in cases of litigation except when given evidence to the contrary.

## **6.5. Data**

Level 2 Vendors' collected data, implemented and used by Level 1 Vendors on their account, shall be the responsibility of Level 1 Vendors.

## **PROVISION 7 – SHIPPING**

### **7.1. General**

The Level 1 or Level 2 Vendor shall send the Products to the address indicated by the User during his or her purchase order. The Level 1 or Level 2 Vendor shall take full responsibility for the proper delivery of the purchased Product. This shall include the risks, fees, and proper packaging of said Product.

Shipping shall be handled according to the method chosen by the Purchaser as offered during the purchase order.

Upon reception of Products, the User shall verify that the Product and its state are in compliance with the purchase order. In the absence thereof, the Purchaser shall file a claim against the Level 1 or Level 2 Vendor insofar as verification had been made upon delivery of the Product.

### **7.2. Delivery delays/failure**

For any claim due to purchased Product delays or total or partial delivery failure as a result of lack of obligation on behalf of the professional, the Purchaser shall contact the Vendor upon appointed delivery date and may independently cancel the purchase order without fees.

If the Vendor fails to provide a reasonable response within three (3) days, the Purchaser may file a claim against Partakus who shall take the appropriate measures against the concerned Vendor.

If a purchase order is returned to the Vendor for motives such as “non-claimed” or “unsuitable address”, the concerned Purchaser shall contact the Vendor. The purchase order shall be reshipped upon agreement and repayment of necessary fees. If the Purchaser fails to contact the Vendor within a month following the appointed delivery date, the Vendor reserves the right to cancel further shipment and shall make a claim for reimbursement, exchange, or compensation.

### **7.3. Damaged or non-conforming product upon delivery**

In the case of a damaged or non-conforming product, the Purchaser shall contact the Vendor and indicate the measures to take in order to resolve the issue. Such measures, defined by the Vendor, include: return of properly packaged Product or communication of photographic and/or other evidence to detect the irregularity or malfunction.

After Vendor confirmation of product non-conformity, he or she shall exchange the Product with one of identical or superior quality to that ordered, subject to availability, or shall reimburse the purchase order and shipping fees paid by the Purchaser. Following contact from the Purchaser via the Platform and in the case that the Vendor fails to provide a response within three (3) days, the Purchaser may file a claim against Partakus who shall then take the appropriate measures against the concerned Vendor.



All returned Products (the product itself, original packaging, accessories, instructions...) must be sent back perfectly intact. All products damaged by the Purchaser shall be sent back and shall not be claimed for compensation or reimbursement with exception to the subsequent exercise of Product warranty rights.

## **PROVISION 8 – INTELLECTUAL PROPERTY**

All Platform content (text, graphics, software, photography, images, videos, sounds, plans, names, logos, brands, various protected creations and works, databases, etc...) as well as the Platform itself falls within the scope of French and international copyright and related rights protection. These elements are the exclusive property of Partakus with the exception of elements produced by

independent contractors outside the Platform that have not ceded their copyrights. The present T&Cs do not grant the User any intellectual property rights.

Any non-authorized use of any element of the Platform results in a violation of copyrights or any other current rights and regulations, and constitutes an infringement.

Total or partial modification, copy, reproduction, republication, download, upload, delivery, sale, or distribution of the Platform to anyone by any means, without prior written authorization by Partakus, is strictly prohibited. Such authorization is only made by digital format in order to view the pages visited by the Platform's navigation software.

## **PROVISION 9 – GUARANTEES & WARRANTIES**

### **9.1. Absence of commercial guarantee**

Partakus cannot guarantee that the Product sold by a Level 1 or Level 2 Vendor will be of satisfaction to the User.

Likewise, Partakus cannot guarantee that the User will not return the Product or cancel the purchase order to either Level 1 or 2 Vendors.

The company Partakus makes no warranties of any kind whatsoever for the Products, services, and/or business practices of this website for Level 1 and Level 2 Vendors.

In this regard, Partakus cannot guarantee that the User or Level 2 Vendor will be satisfied with the procured Products, services, and/or business practices upon purchase via the Platform.

Partakus is not owner of nor manages the Products marketed on the Platform and shall not intervene in the transaction between Purchaser and Vendor. The sales contract of each Product is therefore exclusively and directly finalized between the Vendor of said Product and the Purchaser; Partakus acts only as the technical intermediary. The Vendor commits to providing a Product of material good that is immediately available and ensures full property rights over said Product.



## **9.2. No warranties on the Platform**

Partakus Services are provided “as is” without any warranty. The company expressly excludes in all permissible measures by the applicable laws any explicit, implicit, or legal warranty, including warranties of merchantability, warranties of fitness for a particular purpose, and non-infringement of property rights. Partakus excludes all Service warranties of security, reliability, appropriateness, and performance.

More specifically, it shall be noted that the search results responding to a User's search request within a search area on the Platform is solely dependent on the criteria and content chosen and/ or published by the Vendors. As such, the Vendors are solely responsible and liable for their work. Partakus therefore shall not be held liable for the aforementioned results and their pertinence. 9.3. Legal Guarantee Partakus shall not in any way be committed to any warranties assumed by the Vendor. As such, the Products include the legal warranty of conformity and the legal warranty of defects as defined in provisions 1641 of the Civil Code, enabling the Purchaser to return defective products or those that are not delivered in conformity with the sales contract.

## **PROVISION 10 – LIMITATION OF LIABILITY**

### **10.1. General**

Partakus's role shall be limited to acting as the Platform provider for partnerships between automotive repair and maintenance agents.

Partakus does not assume any liability of any kind for:

- deletion, storage, or transmission of any kind of information or data found on the Platform or resulting from Services.
- costs resulting from loss of benefits and/or loss of data;
- performance or non-performance of Platform Services, or the results of information or Products from suggested results;
- potential damages resulting from the use or downloading of information or data available online via the Platform Services, such as damages to the computer system or loss of data; the content and form of information put online by the User.
- This limitation of liability therefore prevents claims for indirect or direct damages or incidents, regardless of the cause of the aforementioned damages (including damage incurred by third parties). In the event that a liability claim against Partakus is sought due to a User's breach of obligations under the law, of the present general terms and conditions, or due to infringement of third-party rights (such as counterfeiting, unfair competition, or any other infringement), the User commits to ensuring Partakus protection against any conviction pronounced against the company, including the covering of any compensation payment or fees.

## **10.2. Network functions**

With respect to the functions of Internet connections, Partakus cannot ensure continued service and is bound only in this respect by an obligation of means.

Partakus shall not be held liable for cases of damage due to temporary failure of Platform services access.

## **10.3. Modification of the website**

All information on the Platform is subject to modification at any moment and may therefore limit website interactivity for which Partakus cannot be held liable.

## **10.4. Use of the website**

Partakus shall not be held liable, except for those prescribed by law, for any damage or loss resulting from the use of or inability to use the Platform or its content.

Partakus cannot guarantee that the present information is precise, exhaustive, confirmed, or correct. Documents, information, fact sheets and any content in general found on the Platform is provided "as is" without any express or implied warranties of any kind whatsoever. The User expressly acknowledges that all photos present on the Platform are non-contractual.

In general, the User acknowledges and accepts that Platform Services are not guaranteed. Partakus cannot physically verify the exactness of the Vendors' collected and/or provided information; the User accepts that Partakus cannot be held liable if the User fails to benefit from these Services. The settings depend partly on the Vendors' provided and/or recorded information and therefore may not be accurate. Thus, a few, non-exhaustive, examples being such that the User acknowledges and accepts that Partakus cannot in any way be held liable for purchase order cancellation or refusal of service for any reason whatsoever. Likewise and for the same reasons, the User acknowledges that Partakus cannot be held liable if the User fails to benefit from Vendors' sales promotions or special offers. The User acknowledges and accepts that Partakus can in no way be

held liable if the Vendor does not honor an advertised sales promotion or special offer for any reason whatsoever.

## **10.5. User Guarantees**

The User declares to perfectly understand the characteristics and constraints of the Internet. The User acknowledges in particular of the impossibility to guarantee that the User's provided data via the Internet is fully secured. Partakus cannot be held liable for incidents resulting from this provision of data. The User shall provide this information at his or her own risk. Partakus can only guarantee that it has put into place all means to ensure maximum security. The User agrees to indemnify Partakus from the level of costs Partakus incurs following any judicial or extrajudicial claim or dispute related to the services defined in the present T&Cs by the User and ensures Partakus against any conviction in case of judicial proceedings. In any event, the User expressly acknowledges and accepts to use the Platform at his or her own risk and under his or her exclusive responsibility.

## **10.5. Hyperlinks**

The Platform contains links towards third-party websites. Partakus does not manage the associated websites and therefore is not liable for the content on these websites. Partakus provides these links simply for convenience; therefore this association shall not implicate Partakus's sponsoring, recommendation, or affiliation of the website in question. The associated websites are possessed and managed by independent resellers or service providers and consequently Partakus cannot guarantee User satisfaction of these products, services, or business practices. It is thus the User's responsibility to verify the third-party provider to the best of his or her means before any transaction.

## **PROVISION 11 – DATA PROTECTION DISCLOSURE AND COOKIES**

### **11.1. Personal data**

By filling out the registration form, the User directly or indirectly (for User data provided by Partakus) gives express consent to Partakus to create a file for storage of provided information.

The User is informed that personal data directly or indirectly submitted to Partakus will be automatically treated.

The collected personal data will be stored by a service provider within the European Union and will implement the data security industry standards.

Personal data collected by Partakus is used so as to provide Services on the Platform. More precisely, the User data collected and stored by Partakus necessary for use of the account are: contact information (first and last name, address, email, telephone number, etc.), connection information.

The User commits to providing correct and truthful information on his or her account, as this is used for the fulfillment of Services.

This data is not conceded to any third party if not strictly stated in the present T&Cs, without prior written authorization by the User.

Conforming to the Law 78-17 of January 6, 1978 pertaining to the Data Protection Act, the Platform was subject to declaration of the National Commission on Informatics and Liberty (C.N.I.L) under the number: 2006757 v 0. Conforming to provision 27, the User possesses the right to access,

oppose, and rectify their personal data. This right must be exercised by written or electronic mail to Partakus:

- [contact@partakus.com](mailto:contact@partakus.com)

-address: 122 avenue du Général Leclerc, 92290 BOULOGNE-BILLANCOURT, FRANCE

## **11.2. Cookies**

The Platform and/or its partners may store information on the User's computer or device. This information will constitute as a "Cookie" or similar file. "Cookies" are data containing non-personal information and are sent via the server on the Users' computer hard drive or device. Cookies are designed to quickly identify the User during his or her connection to the Platform.

The company Partakus cannot guarantee optimal browsing of the Platform if the User refuses cookies.

Upon the first visit of the Platform and in accordance with European legislation, the User may accept or refuse Partakus cookie installation, which will store all browsing information on the Platform, on his or her computer or device.

To learn more about or to disable cookies used by the company Partakus, the User is invited to consult the Platform's cookie policy.

## **11.3. Notice**

The User acknowledges that, due to the current state of collection methods in general, all personal data published online may be collected and used by third parties. As a result, the User relieves Partakus of all liability should the User be subject to loss or damage due to the use of information intercepted by a third party exchanged through the Platform's communication tools (such as chat messaging, forums, or discussions).

## **PROVISION 12 – USE OF DATA**

The present General Terms and Conditions informs the User that the personal data considered mandatory when filling out a form and collected for optimal service measures as aforementioned in the present T&Cs is required for the use of services and solely used by Partakus and its partners to provide this service. Partakus and its partners commit to taking all appropriate measures to ensure personal data security. The User authorizes Partakus to provide certain necessary information to its technical providers so as to have the User benefit from certain Platform functions. The User authorizes Partakus to provide all of its partners with the User's personal information in order to provide services offered on the Platform. Furthermore, the User authorizes Partakus to use and/or give away this personal data to its partners in order to, as in accordance with the law, provide the User with personalized services (such as "Loyalty points", "Bargain deals", "Complimentary invitation"...).

## **PROVISION 13 – GENERAL PROVISIONS**

### **13.1. Notification**

For any User notification to be considered admissible, it must be detailed and clearly indicate the reasons for dissatisfaction and sent to Partakus by mail, email, or via his or her Personal account..

### **13.2. Force Majeure**

The parties cannot be held liable for any delay or non-fulfillment for cases of force majeure such as those defined by the text or jurisprudence constante.

### **13.3. Entire agreement**

The present T&Cs prevail over any other provision deemed applicable between Partakus and the User. The present T&Cs constitute the entire understanding and agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

### **13.4. Exclusive rights**

No exclusivity is entered into between the Parties by agreement of the present T&Cs. The Parties are free to enter into partnership with a third party of choice.

### **13.5. Survivorship**

The end of the present T&Cs cannot claim term for any reason whatsoever whose nature or content require maintaining them.

### **13.6. Partial non validity**

If one of the clauses in this present Terms and Conditions of Use is declared null and void, not binding, obsolete, illegal, or non-valid in application of the law, of regulations or as the result of a definitive decision by a competent jurisdiction, all other clauses of the T&Cs will nonetheless retain their enforceability and impact.

### **13.7. No waiver and tolerance**

The fact that Partakus does not call on a breach by the other Party in complying with any one whatsoever of the obligations mentioned in the present T&Cs may not be construed for the future as a waiver of the obligation in question and does not grant the other Party acquired rights. Failure or delay in exercising a right by Partakus shall not be interpreted as a waiver of this right.

### **13.8. Independence**

Moreover, it is stated that the T&Cs do not constitute the User in any way to act as employee, agent, or authorized representative of Partakus. The Parties further declare that these T&Cs shall in no case be considered constitution of a legal person or any legal entity whatsoever, and that the parties are not bound by any form of cooperative commercial relationship or affectio societatis.

### **PROVISION 14 – LITIGATION AND APPLICABLE LAWS**

The current Terms and Conditions are presided over by French law. These are written in French, Italian, and English. If it is translated into one or more other languages, the French version shall be the only authoritative text in the event of a dispute.

Any litigation relative to the interpretation or execution of the present T&Cs which cannot be settled amicably between the Parties shall be referred to arbitration in the Paris Court of Appeal including urgent cases of guaranteed appeal or plurality of respondents.