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 Any and all disputes arising directly or indirectly out of or in connection with this Agreement which cannot be satisfactorily resolved by the Parties, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce then in effect by three arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The place of arbitration
- 9.2 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement which is due to causes beyond its reasonable control provided that the party affected by such causes gives notice in writing to the other party at the commencement and cessation of these causes.

shall be Paris, or such other location agreed to by the parties hereto. The language of the arbitration

- 9.3 Any notice or other communication required or permitted under this Agreement shall be given in writing to the address of the recipient as notified from time to time and will be deemed to have been given or made when delivered personally; if properly addressed and posted by prepaid certified or registered mail within three business days of posting; if sent by facsimile upon being sent if confirmed by post; or electronically upon receipt if acknowledged to have been received.
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- 9.6 The illegality or invalidity of any part of this Agreement shall not affect the legality or validity of the

shall be English.

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