

## **OBLIGATION TO PROVIDE INFORMATION**

It follows from Article 1112-1 of the French Civil Code, translated into English below:

"The party who knows information which is of decisive importance for the consent of the other, must inform him of it where the latter legitimately does not know the information or relies on the contracting party. However, this duty to inform does not apply to an assessment of the value of the act of performance. Information is of decisive importance if it has a direct and necessary relationship with the content of the contract or the status of the parties. A person who claims that information was due to him has the burden of proving that the other party had the duty to provide it, and that the other party has the burden of proving that he has provided it. The parties may neither limit nor exclude this duty. In addition to imposing liability on the party who had the duty to inform, his failure to fulfil the duty may lead to the annulment of the contract under the conditions provided by Articles 1130 and following."

Fully aware of this obligation, the SELLER and the PURCHASER declare, each insofar as it is concerned, that they are not aware of any information whose importance would be decisive for the consent of the other and which is not already set out herein.

