

## 1. DEFINITIONS

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In these Terms and Conditions:

“Business Day(s)” means a day other than a Saturday, Sunday or a public holiday in Ireland.

“Contract” has the meaning given in Section 2 hereof.

“Intellectual Property” means any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

“Order” means the order placed by Purchaser with the Supplier for the Products and/or Services; “Party” means a party to the Contract;

“Products” means all the Products supplied by the Supplier under the Contract or incorporated in Services Purchaser purchases from Supplier.

“Purchase Agreement” has the meaning given in Section 2 hereof.

“Services” means all the services rendered by the Supplier under the Contract.

“Supplier” means the individual, firm or company who supplies the Products and/or Services to Purchaser;

“Terms and Conditions” means these General Terms and Conditions of Purchase.

“Purchaser” means Wärtsilä Voyage Limited, registered in Ireland, Reg. No. 360963, with its registered address at 13-18 City Quay, Dublin 2, D02 ED70, Ireland or any of its affiliates that have signed a Purchase Agreement or created a Contract with the Supplier.

## 2. TERMS AND CONDITIONS

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(a) These Terms and Conditions apply to any purchase of Products and/or Services by the Purchaser to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any confirmation of order or similar document or by trade, custom, practice or course of dealing. (b) The Order, together with these Terms and Conditions, and any written agreement between the Parties with regard to the Order (if any) (“Purchase Agreement”), as well as any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference thereto (collectively - the “Contract”), constitutes the entire agreement between Purchaser and the Supplier identified in the Order. No modification of these Terms and Conditions or any other provision of the Contract shall be effective unless made by an express written agreement between the Parties. If there is a conflict between these Terms and Conditions and the terms set out in the Purchase Agreement and/or the Order, the order of priority shall be, as applicable: (i) the terms set out in the Purchase Agreement; (ii) the Order; and (iii) these Terms and Conditions. (c) Payment or acceptance of delivery by Purchaser

shall not serve to waive any rights Purchaser has under these Terms and Conditions.

## 3. SPECIFICATIONS

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(a) The quantity, quality and description of the Products and the Services shall, subject as provided in these Terms and Conditions, be as specified in the Order and/or in any applicable specification supplied by Purchaser to the Supplier or agreed in the writing by Purchaser. (b) Any specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for Purchaser, in connection with the Contract, together with any Intellectual Property rights in such specifications, shall be the exclusive property of the Purchaser, and the Supplier shall take all steps necessary to vest such Intellectual Property rights in Purchaser.

## 4. ORDER VARIATION

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Prior to shipment or completion, Purchaser may request changes with respect to the Products or Services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in quantity. Supplier will promptly notify Purchaser of any resulting increase or decrease in cost and Purchaser and Supplier will agree on any price adjustment before implementing any change.

## 5. DELIVERY

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(a) Unless expressly agreed otherwise in writing, all Products shall be delivered DDP Incoterms 2010 final destination determined by Purchaser. Delivery shall at the time or times specified in the Contract and in this respect time shall be of the essence. Delivery shall be completed as per the applicable Incoterms 2010 which shall not, however, constitute acceptance of the Products. (b) The Supplier shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the Supplier has reason to believe that deliveries will not be made as required, due to any cases, written notice setting forth the cause of any anticipated delays shall be given immediately to Purchaser and Supplier will use all commercially reasonable efforts to meet the required delivery date. (c) Purchaser reserves the right to refuse delivery of Products and return same at Supplier’s risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. Purchaser shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Products, prior to delivery in accordance with the Contract. If Supplier fails to meet a required delivery date, Purchaser may procure replacement products or services from a third party at Supplier’s expense. Supplier will be responsible for all costs incurred by Purchaser as a result of early or late delivery. The Products shall be marked in accordance with Purchaser’s instructions and any applicable regulations or requirements of the carrier, and property packed and secured so as to reach their destination in an undamaged condition.

## **6. LIQUIDATED DAMAGES FOR DELAY**

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If the Products are not delivered or the Services are not performed on the agreed date then, without prejudice to any other remedy, Purchaser shall be entitled to deduct from the amount of the Order or (if Purchaser has paid the for the Order) to claim from the Supplier by way of liquidated damages for delay 0.5% (percent) of the Order amount of for every week of delay, up to a maximum of 10% (percent) per event of delay.

## **7. TITLE AND RISK**

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Title in the Products shall pass to Purchaser upon delivery, unless payment for the Products is made prior to delivery, when it shall pass to Purchaser once payment has been made. Risk of damage or loss of the Products shall pass to Purchaser on completion of delivery in accordance with the Contract.

## **8. INSPECTION**

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Purchaser, or its nominated customer, shall be entitled to inspect and test the Products during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch and inspect Services during their performance; and the Supplier shall provide Purchaser with all facilities reasonably required for inspection and testing. Such inspection and testing shall not constitute acceptance by Purchaser and does not relieve the Supplier of any responsibility under the Contract, whether implied or expressed. Supplier's inspection and testing procedures shall comply with Purchaser's requirements and Supplier shall keep records of all inspection and testing data and, with respect to Products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Purchaser in writing, Supplier will deliver to Purchaser a certificate of analysis as to specifications approved by Purchaser with respect to each Product lot shipped. If as a result of inspection or testing Purchaser is not satisfied that the Products comply in any and all respects with the Contract, and so informs the Supplier, the Supplier shall take such steps as are necessary to ensure compliance prior to dispatch. Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## **9. SERVICES**

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Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services as permitted under the Contract. Only written confirmation by Purchaser shall constitute acceptance of the Services performed. Purchaser shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Purchaser in writing within thirty (30) days of such notification.

## **10. PRICE AND PAYMENT**

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(a) The price of the Products and Services shall be the price set out in the Order. Unless otherwise agreed in writing (i) the price

of the Products and Products is exclusive of value added tax (VAT), income and local sales, use, excise, or other taxes but includes the costs of packaging, insurance and carriage of the Products; (ii) payment terms are 30 days net. No extra charges of any kind shall be effective unless agreed in writing by Purchaser. Supplier agrees that Purchaser has been given most favoured customer status with regard to, without limitation, volume, quality and/or payment terms. (b) If Supplier offers more favourable terms and conditions to any other customer than are offered to Purchaser under the Contract, then Supplier will concurrently extend those terms and conditions to Purchaser, and the Contract, at Purchaser's discretion, will be deemed amended to provide those terms to Purchaser. (c) Purchaser may at all times set off any amount that Supplier owes to Purchaser against any amount that Purchaser, or any Purchaser affiliate, owes to Supplier.

## **11. WARRANTY**

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(a) The Supplier represents and warrants for a period of twenty four (24) months from the date of delivery that: (i) the Products and Services shall correspond with applicable specifications, samples, drawings or other instructions approved by Purchaser and will be correct and fit for their intended purpose; (ii) all Products provided will be new and will not be used or refurbished and will free from any lien encumbrance or charge; (iii) Services will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; (iv) the Products and Services do not infringe any third-party intellectual property or other rights. All warranties will be construed as conditions as well as warranties and will not be exclusive. All warranties and service guaranties will run both to Purchaser and to its customers. (b) If Purchaser or Purchaser's customer identifies a warranty problem with Products during the warranty period, Purchaser will promptly notify Supplier of such problems and will return the Products to Supplier, at Supplier's expense. Within seven (7) Business Days of receipt of the returned Products, Supplier shall, at Purchaser's discretion, either (i) repair or replace such Products, (ii) perform all Services necessary to correct any nonconformity of the Services; or (iii) refund the purchase price of the nonconforming Products and/or Services and any related costs incurred by Purchaser. Replacement and repaired Products and Services performed anew will be warranted for the remainder of the warranty period or six (6) months, whichever is longer. Should the Supplier fail to replace or remedy the Products or perform the Services, within a reasonable time after notice, Purchaser reserves the right to repair or replace such defective Products or perform Services by itself or by engaging a third party, at Supplier's cost.

## **12. MANUFACTURING CHANGES**

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The Supplier shall advise Purchaser in writing sixty (60) Business Days in advance of all the proposed changes in the specification or method of construction of the Products supplied including but not limited to changes in form, fit or function, service life, reliability, maintainability, interchangeability or safety.

### **13. SPARES SUPPORT**

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All Orders are placed by Purchaser on condition that spare parts and identical replacements for the Products will be available to Purchaser at fair and reasonable prices for a period of ten (10) years from the date of the Order.

### **14. CONFIDENTIAL INFORMATION**

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The Supplier shall at all times, both during the term of the Contract, and for a period of five (5) years after its termination, keep in strict confidence all technical or commercial information, know-how, specifications, drawings, inventions, processes or initiatives or any other information in any form which have been disclosed to the Supplier by or on behalf of Purchaser ("Confidential Information") and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Supplier's obligations to Purchaser and shall ensure that such employees, agents or subcontractors are subject to the same obligations of confidentiality as bind the Supplier. Supplier shall obtain Purchaser's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Purchaser. Supplier will immediately give notice to Purchaser of any unauthorised use or disclosure of the Confidential Information. Supplier agrees to assist Purchaser in remedying such unauthorised use or disclosure of the Confidential Information. This obligation will not apply to the extent that Supplier can demonstrate (i) the disclosed information at the time of disclosure is part of the public domain; (ii) the disclosed information became part of the public domain, by publication or otherwise, except by breach of the provisions of the Contract; (iii) the disclosed information can be established by written evidence to have been in the possession of the Supplier at the time of disclosure; or (iv) the disclosed information is received from a third party without similar restrictions and without breach of the Contract.

### **15. PURCHASER'S MATERIAL**

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Supplier acknowledges that all materials, drawings, models, specifications and other documents supplied by Purchaser to Supplier ("Purchaser's Material") and all rights in Purchaser's Materials are and shall remain Purchaser's exclusive property. Supplier shall keep Purchaser's Material in safe custody at Supplier's own risk, maintain them in good condition until returned to Purchaser, and not dispose or use the same other than in accordance with Purchaser's written instructions or authorisation.

### **16. INTELLECTUAL PROPERTY**

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If any Products and/or Services, including, without limitation, any products, processes or business methods arise out of any research or development that is funded by Purchaser, then all Intellectual Property arising therefrom, including, without limit, new technologies that are developed under such funding and all Intellectual Property rights in and to the same, will vest solely and absolutely in Purchaser. Any and all Purchaser owned or licensed Intellectual Property including, without limit, designs, drawings, processes and developments which may be supplied to the Supplier pursuant to any Order will remain the sole and

undivided property of Purchaser and/or its licensors. The Supplier will use such Intellectual Property and Intellectual Property rights only for the purposes of performing its obligations under the Contract and not otherwise. The Supplier will require its employees, sub-contractors and agents to sign all papers and do such acts and things as are reasonably necessary for Purchaser to secure title in, and to pursue formal patent grant or registration of, any Intellectual Property and Intellectual Property rights arising out of or in connection with any Order as contemplated by this clause.

### **17. INDEMNITY**

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The Supplier shall indemnify in full and defend at its own expense Purchaser, its officers, directors, shareholders, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from without limitation: (i) breach of any representation, warranty, certification, covenant given by the Supplier in relation to the Products or the Services; (ii) any act or omission of the Supplier or its employees, agents or subContractors in manufacturing, supplying, delivering and installing the Products; (iii) any act or omission of any of the suppliers personnel in connection with the performance of the Services; (iv) resulting directly or indirectly from any claim by a third party that the Products infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by Purchaser. Supplier shall, at its expense, defend any actions arising from infringements or alleged infringements of its intellectual property rights in connection with the Products and/or Services and Supplier undertakes to indemnify Purchaser against any costs which Purchaser incurs in connection with such actions, provided that Purchaser gives Supplier all appropriate information and assistance and he sole authority to defend or settle any legal proceedings at Supplier's expense. In the event that Supplier or Purchaser has reason to believe a claim under clause 11(a)(iv) above is likely to be made against Purchaser and its officers, employees, agents, contractors, affiliates and customers, Supplier shall promptly and at its sole expense (a) procure for Purchaser the right to continue using the Products or incorporated Services, or (b) replace the Products with noninfringing products, having the equivalent or better functionality, features, and performance; or (c) modify the Products and/or Services so that they become non-infringing while maintaining the equivalent or better functionality, features, and performance. Supplier further agrees to indemnify Purchaser for all judgments, settlements, expenses and legal fees that Buyer incurs arising from such claims, including, if Supplier fails to defend, legal fees and expenses of enforcement of this indemnity.

### **18. INSURANCE**

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During the term of the Contract [and for a period of twelve (12) months thereafter], the Supplier shall at its own expense maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, at

Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 19. COMPLIANCE WITH LAWS

Supplier represents, warrants, certifies and covenants that: (i) Supplier will comply with all applicable laws, rules, regulations and orders in performing its obligations including, but not limited to, environmental, health and safety laws and regulations, anti-corruption or anti-bribery laws and regulations, as well as laws and regulation with regard to equal employment opportunity, (ii) Supplier will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality and conserve natural resources in all of its activities and those of its suppliers and contractors, and for Products supplied to Purchaser, in accordance with the applicable laws and regulations; (iii) any product supplied is in strict conformity with legislative norms of export compliance control, dual usage control and licensing and those of restricted chemical substances (iv) any service provided complies with national implementing legislation. Supplier shall provide Purchaser with the name of the substance as well as with sufficient information to allow Purchaser to safely use the Products or fulfill its own obligations; (v) no products transferred have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; (vi) all products transferred are in compliance with the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive); (vii) it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. Supplier will provide Purchaser with a completed Material Safety Data Sheet (viii) Supplier represents and warrants that (A) it is aware of, understands, and will comply with all applicable country laws and regulations relating to **anti-corruption and anti-bribery**. In addition, Supplier agrees that so long as it is conducting business with Purchaser or Purchaser's affiliates, it will not, directly or indirectly, on behalf of Purchaser or Purchaser's affiliates promise, offer, solicit, authorize, give or receive a bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the performance of the Contract; (B) it will indemnify Purchaser or Purchaser's Affiliates and its representatives from any loss, liability or expense arising out of, or related to, any breach of its obligation under this section, and (iii) this section shall survive the termination of this Agreement.

## 20. EXPORT CONTROL LAWS

The Supplier acknowledges that any information provided to or received by it in accordance with or in relation to the Contract may be subject to export control laws and regulations including, without limitation the United States Department of State International Traffic in Arms Regulations ("ITAR") and the United States Department of Commerce Export Administration Regulations ("EAR"). The Supplier agrees that it will strictly comply (i) all applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export license(s), agreements, guidelines, notices and instructions in relation to any use, export or transfer of

information and (ii) all requests and requirements of Purchaser for the same purpose. The Supplier warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Products and/or Services which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Products and/or Services. In the event the Supplier breaches any of the provisions of this Section 13 the Supplier shall indemnify Purchaser with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by Purchaser as a result or as a consequence of such breach.

## 21. DATA PROTECTION

(a) In this clause 21, the following definitions shall apply:

**Agreed Purposes:** the performance of the Contract by each Party.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then (ii) any successor legislation to the GDPR.

**Permitted Recipients:** the Parties, the staff of each Party and any third parties which perform obligations in connection with the Contract.

**Shared Personal Data:** the personal data to be shared between the Parties under clause 21(b). Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

(i) **Categories of personal data:** Name, Work Address, Work or Personal Email Address and telephone number (including mobile telephone number);

(ii) **Categories of data subject:** the staff of Purchaser, Supplier and any other party which performs obligations in connection with the Contract.

(b) **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the Parties as data controllers. Each Party acknowledges that one Party (the Data Discloser) will regularly disclose to the other Party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

(c) **Effect of non-compliance with Data Protection Legislation.** Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other Party to terminate this agreement with immediate effect.

(d) **Particular obligations relating to data sharing.** Each Party shall:

- (i) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (ii) process the Shared Personal Data only for the Agreed Purposes;
- (iii) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (iv) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (v) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (vi) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - (1) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (2) ensures that (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (B) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (C) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

**(e) Mutual assistance.** Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

**(f) Purchaser Privacy Notice.** Full details of Purchaser's personal data processing activities are set out in the Purchaser Privacy Notice which is available at: [www.transas.com](http://www.transas.com). Supplier shall provide details of or access to the Purchaser Privacy Notice to any data subject whose details are shared with Purchaser by Supplier and/or who works on behalf of Supplier in connection with the Contract.

## **22. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY**

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Supplier shall have and comply with, and at Purchaser's request provide Purchaser with a copy of, Supplier's security and crisis management policy. Supplier shall revise and maintain the policy proactively, and as may be requested by Purchaser, in anticipation of security and crisis risks relevant to the Supplier's business. Supplier's policy, at a minimum, shall identify, and require the taking, by Supplier's management and employees, of the measures necessary to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials. Purchaser reserves the right to conduct on-site audits of Supplier's facility and practices to determine whether such policy and Supplier's implementation of such policy are reasonably sufficient to protect Purchaser's interests. If Purchaser reasonably determines that Supplier's security and crisis management policy and/or such policy implementation is/are insufficient to protect Purchaser's property and interests, Purchaser may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have thirty (30) days thereafter to make such policy changes and

take the implementation actions reasonably requested by Purchaser. All costs associated with development and implementation of Supplier's security and crisis management plan and Purchaser's recommendations thereto shall be borne by Supplier. In addition, Supplier agrees that it will review the requirements of applicable national security programs, and will (i) maintain a written plan for security procedures in accordance with the recommendations of such programs; and (ii) inform Purchaser of its membership status and any changes thereto, relative to such programs.

## **23. AUDIT**

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The Supplier agrees to afford Purchaser access to Supplier's premises and those premises where the work is performed in connection with the Products and/or Services, and to Supplier's books and records relating to the Contract, for the purpose of auditing Supplier's compliance with the requirements of the Contract and to provide all necessary facilities and assistance for such audit to take place.

## **24. FORCE MAJEURE**

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Neither party will be liable for any failure or delay which might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, including without limitation, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, war, insurrection, riot, Act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgement or decree of a court of competent jurisdiction. In the event of the happening of such a cause, the party whose performance is so affected will give prompt, written notice to the other party, stating the period of time the same is expected to continue. The time for performance by either party shall be extended for a period equal to any delay caused by unforeseeable causes. In the event such delay goes on for more than sixty (60) days, Purchaser may cancel the purchase order for convenience without notice.

## **25. TERMINATION**

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(a) Purchaser shall be entitled to cancel the Contract in respect of all or part of the Products and/or the Services by giving notice to the Supplier at any time prior to delivery or performance. If Purchaser terminates for convenience (i) with thirty (30) days prior notice, no termination charges will apply; (ii) with less than thirty (30) days prior notice, Purchaser's sole liability shall be to pay to the Supplier a fair and reasonable price for the Products delivered or in a deliverable state or Services provided at the date when such notice is given but in no event shall payment exceed the value of the Order; such compensation shall not include loss of anticipated profits or any consequential loss. (b) Purchaser may terminate the Contract by written notice having immediate effect if: (i) the Supplier becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors; or (ii) any proceedings are commenced against the Supplier under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60)

calendar days from the date of commencement thereof; (iii) the Supplier undergoes a material change in the management, ownership or control, impacting adversely on the performance of the Contract: the Supplier shall notify Purchaser immediately when any such change of control occurs; (c) Purchaser may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier is in breach of the Contract and: (i) the Supplier has not remedied the breach to the satisfaction of Purchaser within thirty (30) days after service of written notice specifying the breach and requiring it to be remedied; or (ii) the breach is not capable of remedy; or (iii) the breach is a fundamental breach of contract which includes breach of Sections 14, 17, 19 and 20 hereof. (d) In case of termination for a breach under section 25(c) Purchaser may procure at Supplier's expense substitute products or services and Supplier will be liable to Purchaser for any excess costs incurred by Purchaser. Supplier shall compensate Purchaser for any damages suffered by Purchaser as a result of Supplier's breach of Sections 14, 17, 19 and 20 hereof. (e) Upon termination the Supplier shall immediately: (i) discontinue any work under the Contract as directed in the notice; (ii) Purchaser's Materials or materials prepared by Supplier specifically in connection with the Products or Services supplied to Purchaser will remain/become Purchaser's property and be delivered to Purchaser, upon termination of the Contract. Supplier hereby assigns any and all rights that it has in and to all such documents and materials to Purchaser. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued prior to termination.

## 27. GENERAL

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**Governing law and choice of Forum.** These Terms and Conditions will be governed by and construed in accordance with the law of England and the parties hereby submit to the jurisdiction of the courts of England.

**Relationship of the Parties.** The Parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties in any way. Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf.

**Assignment and subcontracting.** Purchaser may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Supplier's rights or obligations under the Contract without Purchaser's prior written consent.

**Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**Severance.** If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or

part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**Third Party Rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

**Survival of Terms.** The provisions of the Contract which expressly or by implication survive expiration or termination thereof shall continue in full force and effect until all obligations are satisfied.