

MAN ENERGY SOLUTIONS UK LIMITED
STANDARD TERMS AND CONDITIONS OF SALE
REV 08/2022

1 INTERPRETATION

1.1 In these Conditions the following words will (unless the context otherwise requires) have the following meanings:

"**Buyer**" means the person, firm or company that has requested any Work identified in the Order;

"**Company**" means MAN Energy Solutions UK Limited and its successors and assigns;

"**Conditions**" means the standard terms and conditions of sale set out herein;

"**Contract**" means any contract for Work incorporating these Conditions;

"**Equipment**" means the sub assembly, major assembly or entire machine for which the Goods and/ or Services are required;

"**Goods**" means any goods supplied or to be supplied by the Company (as may be described in the Buyer's Order/ the Company's quote or acknowledgement of order);

"**IPR**" means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, designs, design rights, copyright, know how, processes, procedures, trade secrets, confidential information, trademarks, service marks, trade names and/ or goodwill;

"**Order**" means an order placed by the Buyer with the Company for Work;

"**Services**" means any services supplied or to be supplied to the Buyer by the Company (as may be described in the Buyer's Order/ the Company's quote or acknowledgement of order);

"**Site**" shall mean the place where the Services are to be performed by the Company together with so much of the area surrounding such place as the Company shall actually use in connection therewith.

"**Taxes**" means and includes all taxes (including without limitation individual and corporate income taxes and sales, use, excise, turnover and value added taxes), duties, fees, charges, penalties, levies, withholdings or assessments of any nature imposed by governmental authority.

"**Work**" means Goods and/ or Services.

1.2 Any reference in these Conditions to a person includes an individual, a firm, a corporation, an unincorporated association, a government, a state, an agency of government or state, and an association, partnership and joint venture (whether or not having a separate legal personality). The headings in these Conditions are for convenience only and shall not affect their interpretation. Where the context dictates, the singular shall include the plural and vice versa and any gender includes the other gender.

2 FORMATION

2.1 All quotations and offers are made and Orders are accepted subject to the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including without limit those which the Buyer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing and signed by a duly authorised officer of the Company. If any variation increases the time or cost to the Company of performing the Contract then the Contract price and/ or programme will be adjusted accordingly.

2.2 All Orders shall be deemed to be an offer and shall only be deemed accepted by the Company upon the earlier of the issue of a written acknowledgement of order by the Company or delivery of Work.

2.3 The Company may modify the specification of Goods and/ or Services without notice provided that such modification does not materially affect the Services or the performance of the Goods. All descriptive matter, specifications and advertising issued by the Company is solely aimed at giving an approximate idea of the Work described in them, they will not form part of the Contract.

2.4 Acceptance by the Buyer of delivery of the Goods or the performance of Services shall (without prejudice to Condition 2.2 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.

2.5 If subsequent to any Contract, a contract of sale is made with the same Buyer without reference to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject to these Conditions.

3 DELIVERY AND NON-DELIVERY

3.1 Delivery times/ dates named/ accepted by the Company are given as an estimate only. If due to its own default, the Company fails to meet any delivery date in the Contract, then the Buyer shall be entitled to claim and the Company shall pay to the Buyer 0.5% of the price for the delayed Goods and/ or Services for each full week of delay up to a maximum of 5% of the price of the delayed Goods and/ or Services, until the Goods and/ or Services are delivered and the parties agree that this represents a genuine estimate of loss suffered by the Buyer as a result of the delay and shall be in lieu of all other rights and remedies the Buyer may have for late delivery.

3.2 Delivery of Goods shall be FCA Company's premises in accordance with Incoterms 2020 unless otherwise specified in the Contract.

3.3 Performance of the Services shall be at the Site specified in the Company's quote or acknowledgement of order or if one is not issued at such place as is agreed by the Company.

3.4 The Company will use reasonable endeavours to pack the Goods so as to adequately protect against damage in normal conditions of transit of usual duration.

3.5 The Company may deliver Goods in instalments and perform Services in sections in any sequence. Deliveries of further instalments and performance of further sections may be withheld until the Goods and/ or Services comprised in earlier instalments and/ or sections have been paid for in full. Default by the Company, howsoever

caused, in respect of one or more instalments shall not entitle the Buyer to terminate the relevant Contract as a whole.

3.6 Where:

(a) the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or

(b) the Company agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer; or

(c) the Buyer fails to provide any instructions consents or authorisations required to enable the goods to be delivered on the due date;

then risk in the Goods shall pass immediately to the Buyer, delivery of the Goods shall be deemed to have taken place and the Company may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after 28 days from such failure or refusal and deduct any monies payable to the Company by the Buyer from the sale proceeds and charge the Buyer for any shortfall below the Contract price.

3.7 The Buyer undertakes to examine all Goods on delivery. The Company shall not be liable for any shortages in, damage to or non-delivery of Goods unless the same is notified by the Buyer to the Company (together with all specific details) in writing within 10 days of the actual date of delivery. Subject to such notice being provided the Company shall, if it is satisfied that any Goods have not been delivered and the cause thereof being beyond the reasonable control of the Company, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods and this shall be the Buyer's only remedy and in lieu of all other rights and remedies which might otherwise be available to the Buyer. Shortages in, or non-delivery of some or part of the Goods shall not affect the Contract in respect of the other or other parts of the Goods.

4 RISK / TITLE

4.1 Risk of damage to or loss of the Goods shall pass to the Buyer in accordance with the applicable Incoterms 2020. If it is agreed elsewhere in the Contract that the Company shall deliver the Goods CPT or CIP (in accordance with Incoterms 2020) risk shall transfer to the Buyer at the last Company premises of dispatch.

4.2 Title to the Goods shall remain with the Company until full payment of all monies due from the Buyer to the Company under the Contract between the Company and the Buyer has been made.

5 PRICE

5.1 Unless otherwise agreed, quotations and tenders lapse after 30 days from their issue date.

5.2 Unless fixed prices have been agreed in writing by the Company all prices are subject to alteration with notice by Company and will be invoiced at the price ruling at the date of dispatch, of Goods or completion of Services.

5.3 Unless otherwise agreed in writing by the Company prices set out in any of the Company's price lists, quotations and acknowledgement of order are FCA Company's premises (in accordance with Incoterms 2020) and exclusive of any Taxes and any costs of carriage and insurance which shall be payable in addition to the price when the price is due for payment.

5.4 All prices for Goods and or Services are quoted exclusive of the effects of any form of taxation including value added tax (VAT), sales taxes or other similar taxes, which shall be invoiced by Company at the prevailing and applicable rates in force at the time of invoicing.

5.5 If Buyer is exempt from any taxation it shall inform Company providing suitable and appropriate certification or proof of such exemption, if any documentation pertaining to such tax exemption is deemed inappropriate by Company, Company shall be entitled to invoice such tax as it deems applies.

5.6 In the event that withholding tax applies to any Services performed by Company, Buyer shall make Company aware and Company and Buyer shall first agree the application of withholding tax in the Contract.

5.7 Subject to Condition 5.6, where, under the provisions of the Contract and any law being in force related to the provision of Services, the Buyer is required to deduct or withhold or retain any amount, whether as taxes, namely withholding tax, the Buyer shall deduct or withhold or retain such amount from any amount payable to the Company. The Buyer shall pay over or deal with any amount so deducted or withheld or retained in accordance with the provisions of the relevant law providing for the deductions or withholdings or retentions.

5.8 Subject to Condition 5.6, if there is a double tax treaty in force between the country of residence of the Company and Buyer, Buyer is only allowed to withhold the maximum amount of withholding tax according to the applicable double tax treaty from payments to Company. Should the Company dispute the rate being applied by the Buyer, the Buyer shall seek a written ruling from the appropriate taxation authorities as to the appropriate rate of deduction or withholding or retention to apply and provide a copy to the Company.

5.9 Further to Condition 5.7 and 5.8, where the Buyer makes any such deduction or withholding or retention, the Buyer shall in a timely manner provide the Company with written confirmation or other satisfactory evidence in the form of certification acceptable to Company in respect of such deduction or withholding or retention.

5.10 If any sum payable under the Contract is not paid when due then without prejudice to the Company's other rights under these Conditions, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 8% per annum over HSBC Bank Plc base rate from time to time.

5.11 Should the Buyer fail to make any agreed down payment or provide any agreed security for payment at the time required the Company shall be entitled to an automatic

adjustment of the Contract price and/ or delivery period and/ or to withdraw personnel from the Site and/ or to suspend or terminate under Condition 11.

6 RATES FOR COMPANY'S PERSONNEL

6.1 Unless specifically provided elsewhere in the Contract the Services of the Company's personnel are provided on a time basis calculated in accordance with this Condition 6.

6.2 The charges for the Company's personnel shall be made on a daily basis at the Company's rates for personnel at the date of the provision of the Services or as within the quotation. The rates are exclusive of board, lodging and transportation and such other facilities as are to be provided by the Buyer in accordance with Condition 12. All travelling expenses and costs of carriage of luggage, instruments and tools incurred by the Company's personnel under this Contract shall be borne by the Buyer.

7 PAYMENT

7.1 The Company may invoice the Buyer for the Work at any time after delivery of the Goods and/ or performance of the Services and Goods delivered in instalments and Services performed in sections may be invoiced separately provided that if delivery of Goods and/ or performance of Services is postponed at the request or by the default of the Buyer then the Company may submit its invoice at any time after the Goods are ready for delivery and/ or Services are ready for performance or would have been ready in the ordinary course but for the request or default on the part of the Buyer.

7.2 Buyers who have been granted a credit account facility by the Company shall pay the Contract price within 30 (thirty) days from the date shown on the invoice. The Company may (in its sole discretion) amend the terms of or withdraw such credit account facility at any time without notice with immediate effect and upon such withdrawal all amounts due or accruing to the Company (under the Contract or otherwise shall become immediately payable notwithstanding any other Condition).

7.3 All payments shall be made, unless otherwise stated in the Contract, in Pounds Sterling to the account of MAN Energy Solutions UK Limited, A/C at HSBC Bank plc City of London Branch, 60 Queen Victoria Street, London, EC4N 4TR.

7.4 Payment shall only be deemed received by the Company from the Buyer upon receipt by the Company of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. The Company may bring an action for the price of the Goods even though the property in them may not have passed to the Buyer.

8 WARRANTY

8.1 Subject to Condition 8.3 the Company warrants for a period of 12 months from the date the Goods are put into operational use or 18 months from the date of despatch, whichever period expires first, that all Goods shall be free from defects in materials or workmanship and shall substantially conform with the agreed specification. The Company warrants for 12 months from completion as evidenced by Company documentation that all Services have been carried out with reasonable skill and care.

8.2 All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with Condition 8.1, are hereby expressly excluded to the fullest extent permitted by law.

8.3 The warranty given in Condition 8.1 will not apply:

- (a) where the defect complained of arises from any drawing, design, specification or IPR supplied by the Buyer or arises from fair wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods by the Buyer or a third party or arises from any failure to follow the Company's instructions in relation to the Goods;
- (b) if the Company or its agents is not given a reasonable opportunity to safely inspect the Work;
- (c) if the total price for the Goods or Services has not been paid by the due date for payment.

8.4 The obligations of the Company under the Contract are limited such that in the event of a breach by the Company of the warranty in Condition 8.1 or any defect in any Goods or Services the Company shall only be obliged at its option either to:

- (a) credit the price (if already paid) attributable to the faulty Goods or Services; or
- (b) at the sole decision of Company repair, rectify, re-perform or replace the faulty Goods or Services as the circumstances apply.

provided that affected Goods are returned to the Company in their delivered state at the Buyer's expense if so requested by the Company within 12 months from the date of their delivery.

8.5 Any replacement, rectified or repaired Goods or re-performed Services will be guaranteed on the terms set out in this Condition 8 for the unexpired portion of the warranty period stated in Condition 8.1.

8.6 The Company shall have no further liability in contract, negligence or otherwise for any defect in quality of the Goods and/ or Services and this warranty shall be the Buyer's only remedy and is in lieu of all other rights and/ or remedies which might otherwise be available to the Buyer, insofar as it is possible to exclude other rights and/ or remedies.

9 LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

9.2 The Company shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, (i) for any loss of profit, loss of business contracts, loss of revenues or anticipated savings, or (ii) for damage to the Buyer's reputation or goodwill, or (iii) for any increased cost of operation, or reduction of anticipated profit, or (iv) for any loss

resulting from any claim made by any third party, or (v) for any special, indirect or consequential loss or damage of any nature whatsoever.

9.3 Without prejudice to Condition 8., 9.1 and 9.2 the Company's total liability for each Order in contract, tort, (including, without limitation, negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall be limited to the total price stated in the Order.

10 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

10.1 The Buyer shall not, under any circumstances acquire any right in or to any of the IPRs subsisting in, resulting from or relating to Work, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/ or specifications relating thereto either (a) supplied by or on behalf of the Company to the Buyer in connection with Work, or (b) resulting from Work, unless otherwise expressly agreed by the Company in writing. If the Buyer shall in any way acquire any such rights then the Buyer shall immediately inform the Company and shall forthwith take such steps as may be required by the Company to assign such rights or vest such title in the Company.

10.2 The Company shall have the right to apply any trade marks, trade names and/ or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer by the use by the Buyer of such trade marks, trade names and/ or service marks. The Buyer shall not deface, remove or obliterate any trade marks, trade names or logos applied by the Company on or in relation to the Goods.

10.3 The Buyer shall keep confidential and not use, without the prior written consent of the Company, all or any information including without limit, those (as referred to in Condition 10.1) supplied by the Company to the Buyer or disclosed to or obtained by the Buyer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body.

11 SUSPENSION AND TERMINATION

11.1 If the Buyer fails to make any payment when due or to perform any of its other obligations on time, the Company shall be entitled to suspend its performance of the Contract until the failure is remedied; and regardless of whether the Company elects to suspend performance:

- (a) the time for performance of the Contract by the Company shall be automatically extended accordingly; and
- (b) any cost (including financial costs and storage, demurrage or other charges) thereby incurred by the Company shall be paid by the Buyer.

11.2 Without prejudice to any of its other rights the Company may immediately terminate the Contract if any of the following occurs or is likely to occur:

- (a) suspension under Condition 11.1 continues for more than 120 days;
- (b) the Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 30 days of receiving written notice from the Company; or
- (c) the Buyer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any other jurisdiction or the Buyer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.

11.3 Any termination of the Contract in accordance with the terms hereof shall become effective upon service of a written notice of termination on the other party. Upon termination, howsoever arising, the Company shall be entitled forthwith to suspend any further work under the Contract without any liability to the Buyer. Without prejudice to the Company's other remedies under the Contract, within 14 days of such a notice of termination, howsoever arising, the Buyer shall pay to the Company:

- (a) the outstanding balance of the Contract price of the Work which has been delivered or performed, and
- (b) the costs incurred or committed by the Company up to the date of notice of termination in performing such work which is not yet completed plus a reasonable margin to be agreed between the parties which shall not be less than 15%, and
- (c) the costs reasonably incurred by the Company as a result of the termination.

11.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11 and 17.

12 BUYER'S OBLIGATIONS

12.1 The Buyer shall provide the company's personnel with every assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.

12.2 The Buyer shall be responsible for ensuring the health and safety of the Company's personnel whilst on the Site. The Buyer shall provide a safe working area and take appropriate measures for accident prevention and shall notify the Company in full of the safety regulations applicable at the Site including but not limited to the Buyer's safety procedures relating to both day to day activities and emergencies. The Buyer shall take appropriate measures to protect the Company's personnel from risks associated with lone working, working in confined spaces and substances hazardous to health. The Buyer shall provide assistance with lifting of heavy loads.

12.3 The Buyer shall assume all responsibility for all acts or omissions of the Buyer's personnel and the Company shall have no liability with respect thereto.

12.4 The Buyer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where the Company does supply tools then the Buyer shall give all necessary assistance with the customs formalities required for the import and re-export of the Company's tools and equipment free of all Taxes.

12.5 The Buyer shall to the best of its ability assist the Company in obtaining all necessary Information concerning such local laws and regulations as are applicable to the Company's performance of the Services.

- 12.6 Where any special or specific safety training courses are required then the Buyer shall provide such courses to the Company's personnel. Survival or safety equipment such as the Buyer provides for its own personnel shall be made available without cost to the Company's personnel.
- 12.7 The Buyer will notify the Company of any breaches of health and safety regulations by the Company's personnel that come to its notice and the Buyer shall take such measures as are necessary to avoid any resulting dangerous situation.
- 12.8 The Company may, in its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/ or safety of its or the Buyer's personnel and/ or where the Buyer is in breach of this Condition 12 and the Company shall not be liable under the Contract (including without limitation for liquidated damages under Condition 3.1 of these terms) for any delay in or failure of delivery in such event.
- 13 EXPORT SALES**
- 13.1 Notwithstanding any regulation regarding force majeure, as stated in the Contract, the Company reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable restrictive measures including sanctions, export or re-export controls (including but not limited to UN, EU and its member states, UK and U.S. law) or would otherwise be inconsistent with such measures, or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, Company or Buyer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event the responsible authorities have denied an export license, Company or Buyer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination Buyer shall pay to Company the price of the Goods supplied and or Services performed by the Company under the Contract and any cost for unavoidable commitments incurred by Company with respect thereto. Any claims, rights and/or remedies of the Buyer with respect to such termination shall be excluded.
- 13.2 For exports from the UK, Company shall provide Buyer with a customs invoice and a packing list as standard shipping documents. Such documents will show the contracting parties and/or the final ship to address. The content and layout of such documents shall be defined by the Company and cannot be adjusted or amended. Company shall also provide further information or documents which might be required by Buyer for import purposes such as countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System" issued by the World Customs Organization (WCO)), certificates of origin and declarations of preferential origin. Any other documents required for either export or import purposes, additional certificates or other certificates or documentation differing from the aforementioned and pre-shipment inspections shall be subject to an individual agreement, all costs for such additional information or documents or actions shall be borne by the Buyer.
- 14 ACCESS RIGHT AND USING RIGHT OF EQUIPMENT**
- 14.1 To provide the Goods and/ or Services to fulfil the Contract or to conduct any repair work and or warranty obligation under the Contract, Company shall be provided by Buyer with access to and the ability to take copies of the operating and maintenance data of the Equipment (further referred to as "Data").
- 14.2 Company shall have the right to use the Data received (i) for the purpose of any obligation under the Contract and (ii) for optimizing Company or its affiliates products, including but not limited to service, commissioning, benchmarking, technical optimization and improvements of existing products, development of new products and statistical purposes.
- 14.3 Company is allowed to share Data with sub-contractors or cooperation partners of Company to the extent such sub-contractors or cooperation partners reasonably need access to such data in order to perform an obligation under the Contract and provided that the sub-contractors or cooperation partners are under an obligation towards Company to keep the Data confidential and to observe all data protection provisions which are applicable.
- 14.4 The Data will in principal be stored, processed or used by the Company within the European Union, the European Economic Area and /or the United Kingdom.
- 14.5 Company shall keep the Data confidential and may only use and disclose it, as set out in this Contract.
- 14.6 If there is a requirement to use personal data, the Buyer undertakes to ensure that relevant personnel are, to the extent required, informed about the registration and processing of such data and shall, to the extent required, obtain consent to use the personal data. In case of processing personal data the following information about processing personal data by Company is provided and can be seen at <https://www.man-es.com/dataprotection>. Additionally Company might use personal data according to Condition 14.1.
- 14.7 If this Contract is fulfilled, expired and or terminated and provided Buyer has requesting it in writing, Company will anonymize all processed and stored Data including personal data before being used further by Company after fulfilment, expiration and or termination of the Contract. The anonymization of Data will not extend to the information that identifies the make, model and serial number of Equipment.
- 14.8 For clarity and for the avoidance of doubt,
a) Company's obligations under the Contract shall be suspended in case Data is not provided by Buyer and as a consequence a Contract obligation becomes more time-consuming or more costlier. In such cases Article 11 shall apply. Any additional cost shall be for the account of Buyer.
b) the right of access to Data does not imply any obligation upon Company to provide any monitoring of or any maintenance for the Equipment.
- 15 FORCE MAJEURE**
- 15.1 Neither Party shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with Condition 15.3 and which is beyond the control and without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, said Party is unable to provide against.
- 15.2 For the purposes of the Contract force majeure shall include but not limited to the following:
(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
(b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
(d) Earthquake, flood, fire, explosion and/ or other natural physical disaster, but excluding weather conditions as such, regardless of severity
(e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected Party its subcontractors or its suppliers and which affect a substantial or essential portion of the Work
(f) Maritime or aviation disasters;
(g) Epidemic or pandemic even if such is declared at the commencement of Contract; and/or
(h) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law ("Force Majeure").
- 15.3 In the event of Force Majeure the Party that is or may be delayed in performing the Contract shall notify the other Party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 15.4 Save as otherwise expressly provided in the Contract, no payments of whatever nature shall be made in respect of Force Majeure .
- 15.5 Following notification of Force Majeure the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
- 16 SARS-COV-2**
The disease COVID-19 and/or any consequences thereof may prevent and/or delay Company from partly or entirely performing any of its obligations (hereinafter referred to as "COVID 19 Effect"). Company shall not be liable in contract, tort, law, equity, indemnity or other legal reason for the COVID 19 Effect.
- 17 GENERAL**
- 17.1 The Company and the Buyer shall only be entitled to assign or sub-contract any of its rights or obligations under the Contract with the prior written consent of the other.
- 17.2 The Buyer undertakes to act solely within the scope of the applicable law in force, in particular, to comply with the rules of fair competition. The Buyer explicitly undertakes and guarantees that neither it nor its employees or any other parties it commissions will perform any unlawful acts or incite or aid and abet third parties to perform such acts. Unlawful acts include offering, granting, requesting or accepting illegal payments, benefits or other advantages for oneself or a third party. If the Buyer breaches the provisions of this Condition 17.2 then the Company shall be entitled to immediately terminate the Contract without prejudice to any other rights or remedies it may have.
- 17.3 If the contractual relationship or business dealing in connection with the Contract becomes the object of an official inquiry or a preliminary investigation then, at the Company's request, the Buyer shall provide to the Company, or any person appointed by the Company whom is bound to secrecy under the law of his profession, without limitation all information, documents and records relevant to the investigation or the inquiry, as deemed necessary by the Company or the person appointed by the Company.
- 17.4 A person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.
- 17.5 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect.
- 17.6 The Conditions contain the entire agreement between the Company and the Buyer. Each of the parties acknowledges and agrees that in entering into any Contract it does not rely on, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to a Contract or not) other than as expressly set out in the Contract. The only remedy available to it for breach of the Contract shall be for breach of contract under the terms of the Contract. Nothing in this Condition shall, however, operate to limit or exclude any liability for fraud.
- 17.7 The Contract shall be construed in accordance with and governed in all aspects by English Law and the Buyer submits to the exclusive jurisdiction of the Courts of England and Wales.

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