



## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

The following expressions and derivatives thereof, appearing in capital letters in the CONTRACT, shall have the meaning hereby assigned to them unless otherwise specified, it being understood that such expressions appearing in small letters shall have their common meaning as the context requires.

'BUYER' means the person or company who accepts a quotation of the SELLER for the sale of the GOODS or whose order for the GOODS is accepted by the SELLER.

'GOODS' means the goods (including any instalment of the goods or any parts for them) and/or services (being labour, site services, technical support and training), which the SELLER is to supply in accordance with the CONTRACT.

'SELLER' means FENDER SERVICE with registered office at Vesterhavsgade 141, Esbjerg, Denmark.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in WRITING between the BUYER and SELLER.

'CONTRACT' means the contract for the purchase and sale of the GOODS.

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

'CLIENT' means, where applicable, the person or company to whom BUYER is contracted to supply the GOODS.

'PARTY' means BUYER or SELLER as the context of the particular clause requires and 'PARTIES' shall mean BUYER and SELLER collectively.

'SUBCONTRACTOR' means any person or company to whom SELLER subcontracts part of the scope of work under the CONTRACT.

'CONFIDENTIAL INFORMATION' means any information exchanged between the PARTIES that can be reasonably described as sensitive, confidential or proprietary information or information marked to show it is confidential or otherwise identified as confidential at the time of disclosure.

'RECEIVING PARTY' means the PARTY which receives Proprietary Information from the other PARTY (the DISCLOSING PARTY).

'DISCLOSING PARTY' shall mean the PARTY which discloses Proprietary Information to the RECEIVING PARTY.

'MATERIAL BREACH' shall mean a breach of any clause of the CONTRACT contained herein which is not in the sole opinion of the SUPPLIER capable of remedy within a reasonable time and which breach is such as to deprive the BUYER from all or a material part of the benefit of the CONTRACT.

### 2. BASIS OF SALE

The SELLER shall sell and the BUYER shall purchase the GOODS in accordance with any written quotation of the SELLER which is accepted by the BUYER, or any written order of the BUYER which is accepted by the SELLER, subject in either case to these

CONDITIONS, which shall govern the CONTRACT to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the BUYER.

Any quotation made by the SELLER does not constitute a binding offer to sell, and any purchase order raised by the BUYER in response to SELLER's quotation shall be deemed as a binding offer to buy in accordance with SELLER's quotation, which shall be accepted by SELLER in accordance with these terms and conditions when acknowledged in WRITING by SELLER.

Any additional or different terms or conditions contained within BUYER's purchase order shall be deemed as objected to by SELLER without the requirement for notice of such objection, and shall in no way be binding on SELLER unless expressly agreed to in WRITING by SELLER's authorised representative.

No variation to these CONDITIONS shall be binding unless agreed in WRITING by the authorised representative of the SELLER.

The SELLER's employees or agents are not authorised to make any representations concerning the GOODS unless confirmed by the SELLER in WRITING. In entering into the CONTRACT the BUYER acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

### 3. ORDER AND SPECIFICATIONS

No order submitted by the BUYER shall be deemed to be accepted by the SELLER unless and until confirmed in WRITING by the SELLER's authorised representative.

The BUYER shall be responsible to the SELLER for ensuring the accuracy of the details of any order (including any applicable specification) submitted by the BUYER, and for giving the SELLER any necessary information relating to the GOODS within a sufficient time to enable the SELLER to perform the CONTRACT in accordance with its terms.

If the GOODS are to be manufactured or any process is to be applied to the GOODS by the SELLER in accordance with a specification submitted by the BUYER, the BUYER shall indemnify the SELLER from all loss, damages, costs and expenses awarded against or incurred by the SELLER in connection with or paid or agreed to be paid by the SELLER in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the SELLER's use of the BUYER's specification.

The SELLER reserves the right to make any changes in the specification of the GOODS which are required to conform with any applicable statutory requirements or generally accepted standards, where the GOODS are to be supplied to the SELLER's specification, provided that such change do not materially affect the quality or performance of the GOODS.

### 4. ASSIGNMENT AND SUBCONTRACTING

The BUYER shall not assign the CONTRACT, in full or in part, without the prior WRITTEN approval of the SELLER, which shall not be unreasonably withheld or delayed.

### 5. PROVISIONS FOR VARIATIONS

The BUYER has the right to request variations to the GOODS which are within the capability and resources of the SELLER. On receipt of the written variation request the SELLER shall furnish to BUYER details of any change to price or delivery schedule without undue



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delay. On receipt of the change in price and delivery schedule the BUYER shall issue a variation order to SELLER. The variation will be implemented only on SELLER's acceptance of the BUYER's variation order. Any variation orders shall be governed by the terms and conditions contained herein.

### 6. PAYMENT TERMS

Unless otherwise agreed in WRITING payment for the GOODS shall be made by BUYER within 14 days of receipt of an invoice from SELLER.

If the BUYER fails to make any payment on the due date then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to:

- cancel the CONTRACT or suspend any further deliveries to the BUYER, without incurring any liability for doing so;
- appropriate any payment made by the BUYER to such of the GOODS (or any goods supplied under any other contract between the BUYER and the SELLER) as the SELLER may deem fit (notwithstanding any purported appropriation by the BUYER); and/or
- charge the BUYER interest (both before and after any judgement) on the amount unpaid, at the rate of eight percentage points per annum above EURIBOR 1M until payment in full is made.

### 7. CURRENCY

All Prices are denominated in DOLLARS (USD) unless otherwise stated in WRITING.

### 8. RIGHT OF SET OFF

In the event of a dispute between the SELLER and the BUYER in relation to the CONTRACT or in relation to any other contract between the PARTIES, the BUYER shall not be entitled to withhold any payment due to SELLER under this CONTRACT or any other contract as set off against other claims under this CONTRACT or any other contract.

### 9. INTELLECTUAL PROPERTY AND TITLE

The BUYER or the CLIENT as applicable shall retain title to BUYER provided items and information, including but not limited to, technical information, materials and equipment.

SELLER shall retain title to the GOODS until paid for in full by the BUYER.

The SELLER shall ensure that all SELLER provided items are free from all liens and/or retention of title claims from any third party.

Title to, copyright in and ownership of all things created by or for SELLER in the course of performance of this CONTRACT, including but not limited to all data (including that stored on computers and computer aided design models), drawings, specifications, calculations, other documents, computer tapes, discs and other essential recording matter, materials and work shall vest in the SELLER as soon as the preparation, production or creation thereof commences.

No background IPR shall transfer as a result of the CONTRACT.

Notwithstanding the foregoing the SELLER, from the date of payment grants to the BUYER and/or the CLIENT the non-exclusive and irrevocable right to use any technical information, including software,

provided by the SELLER, for the purposes of the installation, operation and maintenance of the GOODS and for no other purpose. Such right shall be transferable only in conjunction with a transfer of the title to the GOODS and then only to the person to whom title to the GOODS is transferred.

### 10. WARRANTY

#### 10.1 STANDARD WARRANTY

SELLER will replace and/or make good defects in the GOODS caused by faulty material or workmanship provided such defect is notified to the SELLER in writing forthwith upon discovery and in any event within a period of **12 months** from the date of delivery. The SELLER shall determine whether to repair, replace or credit the BUYER for the defective GOODS, which shall be at the Seller's discretion.

Repair under Warranty is based on return of defective GOODS to SELLER's factory at BUYER's expense. Re-delivery of any repaired or replaced GOODS to BUYER's/CLIENT's site will be at SELLER's expense. Alternatively and at SELLER's sole discretion SELLER may elect to repair defective GOODS at BUYER's/CLIENT's site.

Warranty repair or replacement does not extend the warranty period.

The warranty (including any Extended Warranty as referred to in Clause 10.2) shall not apply in respect of any defect of whatsoever kind in the GOODS arising out of:

- operation or use of the GOODS outside of the specified operating conditions;
- misuse of the GOODS;
- repair to or alteration of any part of the GOODS by any person not authorized by the SELLER to perform such repair or alterations;
- use of spare parts or components not approved by the SELLER;
- failure to maintain, service, operate and/or inspect the GOODS on a regular basis to ensure that it is in working order; or  use of the GOODS in a manner contrary to the design.

This warranty does not cover normal wear and tear and does not extend to replacement of consumable items such as globes, lamps, etc.

#### 10.2 WARRANTY FOR SPARE PARTS

If and to the extent the GOODS consists of spare parts SELLER will replace and/or repair defects in such part(s) of the GOODS caused by faulty material or workmanship provided such defect is notified to the SELLER in writing forthwith upon discovery and in any event within a period of **12 months** from the date of delivery. The SELLER shall determine whether to repair, replace or credit the BUYER for the defective GOODS, which shall be at the SELLER's discretion.

Warranty repair does not extend the warranty period.

All other conditions of Warranty for Spare Parts shall be as per Clause 10.1 (Standard Warranty).

#### 10.3 WARRANTY FOR SERVICES

If and to the extent the supplies under the CONTRACT includes the provision of services the SELLER will make good any defect in workmanship provided such defect is notified to the SELLER in writing forthwith upon discovery and in any event within a period of **12 months** from the date of completion of the service. The SELLER shall determine whether to re-perform the defective services or credit the BUYER for the defective services, which shall be at the SELLER's discretion.

Warranty repair does not extend the warranty period beyond that noted in clause 10.4(n).



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All other conditions of Service Warranty shall be as per Clause 10.1 (Standard Warranty).

### 10.4 EXCLUSIVITY OF WARRANTY

Except for the limited warranties set forth in Clauses 10.1 through 10.4 above, all other warranties, including any implied warranties of merchantability and fitness for purpose are excluded. The remedies available to the BUYER as set forth in Clauses 10.1 through 10.4 above are exclusive and shall be the sole remedies available to the BUYER in case of defects in the GOODS and/or services provided.

### 11. DELIVERY & SCHEDULE

Unless otherwise stated, delivery is EXW Fender Service or its subsupplier's factory (as advised by SELLER). Delivery terms are based on INCOTERMS 2010.

Quoted price and delivery are based on a clear definition of scope of work at the time the CONTRACT is issued. Where scope is not clearly defined, SELLER reserves the right to requote the work and extend the delivery period.

BUYER agrees to make all reasonable efforts to review and approve Post Award documentation within two (2) weeks of submission of documentation by SELLER. BUYER accepts that any delay in approving documentation will impact delivery and may affect production scheduling.

Where a project commences on the basis of a Letter of Intent, PO number or emailed notice to proceed from BUYER in order to meet BUYER delivery requirements, any delay in receiving an agreed CONTRACT, or late receipt of funds against the payment schedule may also result in delay of project delivery or suspension of work by SELLER. Delivery may change if any options to base scope of supply are selected post award. BUYER shall notify SELLER the selected options required together with approval of Post Award documents, or earlier, failing which any such requirement may impact delivery.

SELLER will advise BUYER any changes in delivery schedule at the earliest opportunity. Any delay by the BUYER to scheduled shipping / delivery dates will incur a penalty. The penalty may include but is not limited to, interest charges and storage fees.

### 12. TITLE AND RISK

Risk of damage to or loss of the GOODS shall pass to the BUYER in accordance with the applicable INCOTERM. If no INCOTERM is defined, the following shall apply:

- in the case of GOODS to be delivered at the SELLER's premises, or the time when the SELLER notifies the Buyer that the GOODS are available for collection; or
- in the case of GOODS to be delivered otherwise than at the SELLER's premises, at the time of delivery or, if the BUYER wrongfully fails to take delivery of the GOODS, the time when the SELLER has tendered delivery of the GOODS.

Notwithstanding delivery and the passing of risk in the GOODS, or any other provision of these Conditions, the title in the GOODS shall not pass to the BUYER until the SELLER has received in cash or cleared funds payment in full of the price of the GOODS and all other GOODS agreed to be sold by the SELLER to the BUYER for which payment is then due.

Until such time as the title in the GOODS passes to the BUYER, the BUYER shall hold the GOODS as the SELLER's fiduciary agent and bailee, and shall keep the GOODS separate from those of the BUYER

and third parties and properly stored, protected and insured and identified as the SELLER's property. Until that time the BUYER shall be entitled to resell or use the GOODS in the ordinary course of its business, but shall account to the SELLER for the proceeds of sale or otherwise of the GOODS, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the BUYER and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the title in the GOODS passes to the BUYER (and provided the GOODS are still in existence and have not been resold), the SELLER shall be entitled at any time to require the BUYER to deliver up the GOODS to the SELLER and, if the BUYER fails to do so forthwith, to enter upon any premises of the BUYER or any third PARTY where the GOODS are stored and repossess the GOODS.

The BUYER shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any of the GOODS which remain the property of the SELLER, but if the BUYER does so all moneys owing by the BUYER to the SELLER shall (without prejudice to any other right or remedy of the SELLER) forthwith become due and payable.

### 13. ACCEPTANCE OF GOODS

GOODS delivered to BUYER by SELLER shall be deemed as accepted by BUYER with respect to compliance with the CONTRACT, and any relevant technical specifications, unless BUYER communicates in WRITING to SELLER giving reasons why the GOODS or part of the GOODS are to be rejected, within seven (7) days after delivery of the GOODS.

### 14. FREE ISSUE MATERIALS

In the event that the SELLER's scope of work includes the utilisation or incorporation of materials or products supplied by BUYER, the BUYER shall have the sole responsibility of ensuring such items are free from defects and discrepancies and BUYER shall indemnify SELLER against all losses or damages it may suffer as a result of defective or non-conforming material supplied by BUYER.

### 15. INDEMNITIES AND LIABILITIES

The SELLER shall be responsible for and shall save, indemnify, defend and hold harmless the BUYER from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- loss of or damage to property of the SELLER whether owned, hired, leased or otherwise provided by the SELLER arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease to any person employed by the SELLER arising from or relating to the performance of the CONTRACT.

The BUYER shall be responsible for and shall save, indemnify, defend and hold harmless the SELLER group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- loss of or damage to property of the BUYER or CLIENT whether owned, hired, leased or otherwise provided by the BUYER or CLIENT arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease to any person employed by the BUYER and/or the CLIENT arising from or relating to the performance of the CONTRACT.

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The BUYER shall save, indemnify, defend and hold harmless the SELLER from and against any claim of whatsoever nature arising from pollution emanating from the property of the BUYER and/or the CLIENT, arising from or related to the performance of the CONTRACT.

The SELLER shall save, indemnify, defend and hold harmless the BUYER from and against any claim of whatsoever nature arising from pollution occurring on the premises of the SELLER and/or emanating from the property and equipment of the SELLER arising from or relating to the performance of the CONTRACT. For the purpose of this Clause the GOODS shall be regarded as the property of the BUYER as soon as it is delivered.

All exclusions and indemnities given under this Clause shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or PARTY and shall apply irrespective of any claim in tort, under contract or otherwise at law.

### 16. LIMITATION OF LIABILITIES

Notwithstanding any other provision to the contrary elsewhere in the CONTRACT, the SELLER's total cumulative liability for any default whatsoever, whether under the CONTRACT or at law shall under no circumstances exceed 25% of the purchase price paid by the BUYER under the CONTRACT. In the event that the provisions of this clause are unenforceable for any particular liability, the PARTIES agree to uphold the provisions of this clause to the full extent allowed by law for any other liability.

### 17. CONSEQUENTIAL LOSS

Notwithstanding any other provision contained herein, neither PARTY shall be responsible or liable to the other PARTY for any consequential loss suffered by such other PARTY. For the purpose of this clause "consequential loss" shall mean any indirect or consequential loss whatsoever, and any loss of contracts, loss or deferral of profits, loss or deferral of production, loss of use, or any special, exemplary or punitive damages, irrespective of how such loss is classified under applicable law. This exclusion shall apply irrespective of whether or not such loss was foreseeable at the time of entering into the CONTRACT and irrespective of whether such liability is based or claimed to be based upon the negligence or any other act or omission on the part of the PARTY causing the loss or any of its employees, agents or servants.

### 18. CONFIDENTIAL INFORMATION

All CONFIDENTIAL INFORMATION disclosed by the DISCLOSING PARTY to the RECEIVING PARTY under this CONTRACT is done so on a strictly confidential basis and must not be divulged to any third PARTY, without the prior written permission of DISCLOSING PARTY, other than RECEIVING PARTIES affiliates, its other subcontractors of any tier, the CLIENT, its co-ventures, its and their affiliates and, subcontractors of any tier, and then only if and to the extent necessary for the performance of this CONTRACT and associated developments, provided always that RECEIVING PARTY shall remain liable towards the DISCLOSING PARTY for any acts or omissions of any person to whom it discloses CONFIDENTIAL INFORMATION received from the DISCLOSING PARTY.

The RECEIVING PARTY shall, and shall cause all persons to whom it discloses CONFIDENTIAL INFORMATION received from the DISCLOSING PARTY to:

- Use such CONFIDENTIAL INFORMATION only for the purposes of the CONTRACT and for associated

developments and for no other purpose;

- Keep such CONFIDENTIAL INFORMATION secure and protected against theft, damage, loss or unauthorised access;

The provisions of this Clause 18 shall not apply to information which the RECEIVING PART can show:

- Was in the public domain prior to disclosure by the DISCLOSING PARTY;
- Was in the lawful possession of the RECEIVING PARTY prior to disclosure by the DISCLOSING PARTY;
- Subsequently comes into the public domain otherwise than as a consequence of a breach of this CONTRACT; or
- Is independently developed by the RECEIVING PARTY without access to the DISCLOSING PARTY's CONFIDENTIAL INFORMATION.

The RECEIVING PARTY shall acquire no rights whatsoever to or in CONFIDENTIAL INFORMATION disclosed to it by the DISCLOSING PARTY.

All documents containing CONFIDENTIAL INFORMATION shall be returned to the DISCLOSING PARTY immediately upon the request of the DISCLOSING PARTY.

In the event the RECEIVING PARTY is required by judicial or government administrative process to disclose any CONFIDENTIAL INFORMATION of the DISCLOSING PARTY, the RECEIVING PARTY shall promptly notify the DISCLOSING PARTY so that the DISCLOSING PARTY may seek appropriate means to protect the confidentiality of its CONFIDENTIAL INFORMATION.

Notwithstanding the absence of such means, if, in the opinion of the RECEIVING PARTIES counsel the RECEIVING PARTY is compelled to disclose such CONFIDENTIAL INFORMATION, the RECEIVING PARTY may disclose only the CONFIDENTIAL INFORMATION that is required to be disclosed.

The RECEIVING PARTY accepts full liability for maintaining the confidentiality of the CONFIDENTIAL INFORMATION and hereby agrees to indemnify the DISCLOSING PARTY against any and all losses, damages, liabilities, costs and expenses suffered or incurred by the DISCLOSING PARTY (including without limitation legal fees and costs reasonably and properly incurred) as a result of the breach by the RECEIVING PARTY, or any person for whom it is responsible, of any of its undertakings under this Clause 18.

### 19. STANDARD PRODUCTS

Unless otherwise specified by SELLER in WRITING in the latest offer, all GOODS are manufactured to SELLER's standard designs, including as a minimum, all wiring & circuitry; cabling; glands & site entries; surface preparation and painting; labelling; materials and components. Any variation to these design standards following award of CONTRACT will incur additional costs and may delay delivery.

### 20. SITE SERVICES

The Man-Day charges are based on 8-hour working day (Monday thru Friday, excluding public holidays) for professional services. All additional daily hours in excess of 8 hours will be charged at the rate of 1.5 times the standard man-day rate. Unless stated otherwise in WRITING by SELLER, all job related site expenses such as but not limited to accommodation, meals and local transport shall be charged

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to the BUYER at actual cost plus 25% overhead, except where BUYER provides the same directly.

Estimated days for site commissioning are based on all necessary installation activities for the above scope of supply being completed prior to arrival of SELLER's personnel. Any delay or standby time will be charged at applicable standard man-day rates.

### 21. SOFTWARE LICENSE

The use of any software supplied as part of a system is subject to a separate software license agreement.

### 22. GOVERNING LAW AND JURISDICTION

This CONTRACT shall be construed and governed in accordance with the laws of DENMARK.

Any dispute arising out of or in connection with this CONTRACT shall be referred to the courts of Denmark.

### 23. FORCE MAJEURE

Neither the BUYER nor the SELLER 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 this Clause and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.

For the purposes of this CONTRACT the following occurrences shall be force majeure.

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, Ionising radiation's or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, Earthquake, flood, fire, explosion and/or other natural physical disaster, 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 supplier's, Maritime or aviation disasters, 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.

In the event of a force majeure occurrence, the PARTY that is or may be delayed in performing the CONTRACT shall notify the other PARTY without undue delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence. Following notification of a force majeure occurrence in accordance with this clause, the SELLER and the BUYER shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

### 24. TERMINATION FOR DEFAULT

BUYER shall have no right to terminate, in full or in part, the CONTRACT unless the SELLER commits a MATERIAL BREACH of the CONTRACT, in which case the BUYER shall have the right as its sole remedy for said default, to terminate the CONTRACT. In such event BUYER agrees to compensate fully the SELLER for all GOODS completed in accordance with the CONTRACT.

In no event shall the total amount recoverable by SELLER as a result of termination under this clause exceed the total CONTRACT PRICE.

### 25. ENTIRE CONTRACT

This CONTRACT constitutes the final and entire CONTRACT by and between the PARTIES on the subject being and shall supersede all previous negotiations, understandings and CONTRACTs between the PARTIES.

No amendment or supplementation hereof shall be effective or binding on either PARTY hereto unless reduced to WRITING and executed by the authorised representatives of the PARTIES.

### 26. NON-WAIVER

None of the terms and conditions of this CONTRACT shall be considered to be waived by either PARTY unless a waiver is given in WRITING by the authorised representative of the PARTY waiving its rights to the other PARTY. No waiver given shall constitute a waiver of any past or future default, breach or modification of the terms, provisions, conditions, or covenants of the CONTRACT unless expressly set forth in such waiver.

No failure on the part of either PARTY to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms and conditions.

### 27. INDEPENDENT CLAUSES

If any provision of this CONTRACT shall be held to be invalid or unenforceable by any court or legal entity having jurisdiction, such determination shall not affect the validity or enforceability of any other part or provision of this CONTRACT.

### 28. SURVIVAL

In the event of termination or expiry of the CONTRACT for whatever reason, the rights and obligations of the PARTIES included in the following sections and clauses shall remain in full force and effect:

- Clauses 9, 15, 21, 22, 28, 29, 30, and 31.

### 29. LANGUAGE

The ruling language of the CONTRACT shall be the English language.

All reports, communications, correspondence, drawings, specifications and calculations shall be in the English language.

### 30. SUCCESSORS

The terms and conditions of this CONTRACT shall apply equally to any successors of the PARTIES as they apply to the PARTIES themselves and any successors shall be fully bound by the Terms and Conditions of this CONTRACT.

### 31. HEADINGS

The clause headings and sub-headings included in the CONTRACT are intended for convenience only and are not in any way to be taken account of in construing the meaning of any part of the CONTRACT.



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### 32. INSOLVENCY OF THE BUYER

The provisions of this clause shall apply if:

- BUYER makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- a creditor takes possession, or a receiver is appointed, or any of the property or assets of the BUYER; or
- BUYER ceases, or threatens to cease, to carry on business; or
- the SELLER reasonably apprehends that any of the events mentioned above is about to occur in relation to the BUYER and notifies the BUYER accordingly.

If the provisions of this clause apply then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to terminate the CONTRACT or suspend any further deliveries under the CONTRACT without any liability to the BUYER, and if the GOODS have been delivered but not paid for, the CONTRACT PRICE shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 33. TAXES DUTIES AND EXCISES

In the absence of satisfactory evidence of exemption supplied to SELLER by BUYER, BUYER shall pay in addition to the CONTRACT PRICE, all taxes duties, excises, or other charges for which SELLER may be responsible for collection or payment to any government (national, state, or local) upon, measured by or relating to the importation, exportation, production or any phase or part of the production, storage, sale or transportation and/or use of the GOODS.