

## General Terms and Conditions for the Sale of Goods by

### DSI Tunneling LLC

Version: April 2021

#### 1. Preamble

- 1.1. These General Terms and Conditions for the Sale of Goods apply to the sale of goods by Supplier (as defined below) by way of reference in a Contract, Quotation, Purchase Order (each defined below) or in any other document intended to regulate the sale of goods by the Supplier.
- 1.2. These General Terms and Conditions for the Sale of Goods apply unless Supplier agrees in writing to apply different terms and conditions (Modified Terms and Conditions). Should Supplier agree in writing to apply Modified Terms and Conditions, these General Terms and Conditions for the Sale of Goods will apply only in part which does not contradict to the Modified Terms and Conditions.

#### 2. Definitions & Interpretation

##### 2.1. Definitions:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the place of Supplier's incorporation are open for business.

**Effective Date:** the date when Contract becomes effective.

**Expiration Date:** the date when Contract becomes ineffective.

**Chemical Resins:** all products or product components classified as polyurethane adhesives, organic and mineral adhesives, urea-formaldehyde foams, phenolic foams, polyurethane and polyester resin cartridges.

**Conditions:** these General Terms and Conditions as amended from time to time.

**Confidential Information:** any information exchanged between the Parties that relates to the Supplier or DSI Underground Group, any object, document (including Contract) or other confidential information that is, or will become, the property of the Supplier (or any copy or record of any such object, document, or confidential information), or any confidential report concerning the business or finances of the Supplier or DSI Underground Group.

**Contract:** a contract between the Parties for the supply of Goods. Contract might be executed in a form of Contract Details, or in any other form (including acceptance of a Purchase Order or Quotation).

**Contract Details:** a form signed by the Parties which sets out commercial and other agreed terms of the supply of the Goods.

**Consequential Loss:** any special, indirect, or consequential damage or loss; any economic loss in respect of any claim, action, proceeding, suit or demand of any kind in tort; or any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of reputation, damage to credit rating, loss of goodwill or wasted overheads whatsoever.

**Consignment Stock:** has the meaning given in the clause 11 of these Conditions.

**Customer:** entity or a person which is under obligation to purchase and pay for the Goods supplied under the Contract.

**Customized Goods:** Goods manufactured or fabricated to satisfy the Special Requirements.

**Delivery Date:** the date for delivery of the Goods specified in the Contract.

**Delivery Location:** site or another location for delivery of the Goods specified in the Contract.

**DSI Underground Group:** DSI Tunneling LLC and its affiliates (in the meaning of the Model Business Corporation Act (MBCA)).

**Force Majeure Event:** has the meaning given in the clause 14 of these Conditions.

**Goods:** the goods, including Chemical Resins, to be delivered to the Customer under the Contract.

**Incoterm 2020:** term of Incoterms 2020 regulating the delivery of Goods specified in the Contract.

**Intellectual Property Rights:** all intellectual property rights and interests existing anywhere in the world including any current and future registered and unregistered rights in respect of patent, design right, copyright, trade mark, protected circuit layout, trade secret, Confidential Information, or other right whether existing under statute, at common law or in equity or otherwise.

**Manufactured Products:** has the meaning given in the clause 8.2. of these Conditions

**Order:** a form to be sent (or communicated otherwise) in accordance with the Contract indicating the reference of the relevant Contract, Goods, their Quantity, Delivery Date, Delivery Location, and any other necessary delivery terms (including reference to the relevant Incoterm 2020). For avoidance of doubt, if an Order is titled with the words "Purchase Order", however, it is placed in continuation of an existing Contract, such document will be treated as an "Order" under these Conditions notwithstanding its title.

**Purchase Order:** a purchase order or any other request of the same nature (including a telephone call or e-mail) placed by the Customer for acceptance by the Supplier; once the Purchase Order is accepted by the Supplier, it becomes a valid Contract between the Parties.

**Party:** Customer or Supplier and "Parties" means both.

**Price:** the price for the Goods specified in the Contract.

**Quantity:** the quantities of the Goods to be delivered to the Customer under the Contract.

**Quotation:** proposal to sell (including a response to invitation to tender or request for quote), quotation of prices, sales order, price list, or any other document of the same nature (including a telephone call or e-mail) placed by the Supplier for acceptance by the Customer; once the Quotation is accepted by the Customer, it becomes a valid Contract between the Parties.

**Restricted Party:** any person, entity, or vessel/aircraft that is designated for export controls or sanctions restrictions under applicable trade control laws, including those designated under the U.S. List of Specially Designated Nationals and Blocked Persons and those located, owned, or controlled wholly or partly by the government of, or organised under the laws of, a

sanctioned territory (including Iran, North Korea, Syria, and Crimea).

**Special Requirements:** modifications of the standard configuration of the goods (including technical, design, performance, business, regulatory or any other requirements) to satisfy specific Customer's needs or Customer's project.

**Supplier:** DSI Tunneling LLC.

**Term:** time period starting on the Effective Date and expiring on the Expiration Date.

**Warranty Period:**

- for the Goods except for the Chemical Resins - time period equal to six (6) months after the Delivery Date; and

- for the Chemical Resins - time period equal to two (2) months after the Delivery Date.

## 2.2. Interpretation:

- (a) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (b) a reference to writing or written includes notices sent via fax and e-mails sent to the fax numbers and e-mail addresses specified in the Contract Details;
- (c) unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- (d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (e) the headings of the clauses used in the Contract are for convenience only and do not affect the interpretation;
- (f) each and every clause of the Contract shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting Party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to the Contract; and
- (g) if there is any conflict or ambiguity between the terms of these Conditions, on one side, and Contract Details, Purchase Order or Quotation, on the other side, a term contained in Contract Details, Purchase Order or Quotation shall have a priority over the term contained in these Conditions.

## 3. The Agreement

- 3.1. The Supplier agrees to supply the Goods to the Customer and the Customer agrees to accept the Goods and pay the Price for the Goods.
- 3.2. The delivery of Goods includes the provision of ancillary services (transportation, offloading, custom clearance etc.) only if the Parties agreed about such ancillary services in writing.

## 4. Quantity

- 4.1. Supplier shall supply the agreed Quantity of the Goods.

4.2. Any change in the agreed Quantity of the Goods (including cancellation or amendment of the Orders or Purchase Orders) shall take effect only upon prior written approval of the Supplier and subject to reimbursement by the Customer of any damages, costs and expenses arising of such change (cancellation, amendment).

4.3. Subject to clause 4.4. of these Conditions, Customer may return the delivered Goods, only upon prior written approval of the Supplier and subject to a ten percent (10%) handling/re-stocking fee and reimbursement by the Customer of any costs arising of such return.

4.4. Customer cannot return, and the Supplier will not accept return of Customized Goods. Customer cannot return and the Supplier will not accept return of Chemical Resins.

## 5. Quality

5.1. Subject to the clause 10.2.(d) of these Conditions, Supplier warrants that at the date the Goods are delivered and during the Warranty Period (provided that during the Warranty Period the Goods are used for their normal purposes and according to the instructions with regards to their use and storage) the Goods shall be fit for their normal purpose or any specific purpose which Customer made known to Supplier in a clear manner and in writing and which has been approved by Supplier before the delivery of the Goods.

5.2. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, SUPPLIER WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE SUPPLIER SALES ORDER ACKNOWLEDGEMENT. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3. Upon discovery that some or all of the delivered Goods do not comply with the warranty set out in clause 5.1. of these Conditions, Customer must within a reasonable time notify the Supplier about such Goods and, if Supplier so requests, allow the Supplier to inspect them. If the Supplier after inspection of the Goods agrees with the fact that the inspected Goods are defected, the Supplier's exclusive liability for the breach of the warranty set out in clause 5.1. of these Conditions will be limited to one of the following remedies at Supplier's option:

- (a) replacement of the defected Goods or supply of the equivalent goods;
- (b) repair of the defected Goods;
- (c) reimbursement of Customer's reasonable costs incurred by replacement or repair of the Goods through a third party; or
- (d) refund the Price paid by the Customer for the defected Goods.

## 6. Orders

6.1. The Parties may agree that before each shipment of the Goods the Customer shall place with the Supplier an Order specifying delivery details.

6.2. The Orders shall be given in a form and manner agreed by the Parties.

6.3. The Supplier shall give the Customer all necessary information relating to the Goods that the Customer reasonably requires to fill in the Order form.

6.4. The Customer may amend already submitted Order or cancel it only upon prior written approval of the Supplier and subject to reimbursement by the Customer of any costs arising of such amendment or cancellation.

**7. Delivery**

7.1. The Supplier will use all reasonable endeavors to deliver Goods to the Delivery Locations not later than the Delivery Dates. Customer must provide the Supplier free and safe access to the Delivery Locations.

7.2. The Supplier will not be liable for any loss, damage, or other liability (whether in contract, tort or otherwise) and whether direct or indirect arising out of delay in delivery.

7.3. The Supplier may deliver the Goods in instalments, which the Supplier may separately invoice.

7.4. Delivery shall take place in accordance with the Incoterm 2020, or if not so specified, then upon delivery of the Goods to the first carrier.

7.5. If the Goods are to be delivered by instalments, the Contract shall be treated as a single contract and not severable.

7.6. Supplier shall provide the standard packaging and labelling of the Goods.

7.7. Customer warrants that all its employees, contractors, or other people to whom it grants access to the Goods will be fully trained and informed by the Customer regarding the proper storage, handling, use and application of the Goods.

**8. Title & Risk**

8.1. Risk of loss or damage of the Goods shall pass to the Customer upon delivery (under the clause 7.4. of these Conditions).

8.2. Title to the Goods shall pass to the Customer upon full payment of the Price for the Goods.

- 8.3. Until the delivered Goods are paid in full the Customer:
- (a) shall hold such Goods as bailee for and agent of the Supplier;
  - (b) must not sell, encumber or dispose of such Goods without prior written consent of the Supplier;
  - (c) shall keep such Goods separately in a manner which clearly indicates that they belong to the Supplier;
  - (d) shall procure that the storage conditions (temperature, air etc.) shall be in strict compliance with the requirements for storing the Goods; there will no liability on part of the Supplier and no compensation of any of Customer's and any third party's damages caused by any defects in Goods which appeared as a result of poor storage conditions in breach of this clause 8.3.(d);
  - (e) may use such Goods to manufacture new products (**Manufactured Products**) only upon prior written approval of the Supplier, and if such approval was granted, the Manufactured Products shall be the property

of the Supplier (this clause 8.3.(e) shall not apply for the Goods delivered as Consignment Stock); and

- (f) may sell, or agree to sell, such Goods or any Manufactured Products to third parties only upon prior written approval of the Supplier, and if such approval was granted, all the proceeds of sale of such Goods or Manufactured Products shall be paid into a separate account on behalf and on trust for the Supplier from which the Customer shall account to the Supplier for the Price (this clause 8.3.(f) shall not apply for the Goods delivered as Consignment Stock).

8.4. Notwithstanding any approval granted by the Supplier to the Customer with regards to sale of the Goods or Manufactured Products to any third party, the Supplier shall not be bound by any contracts between third parties and the Customer.

**9. Price and payment**

9.1. The Customer shall pay the Price in accordance with the Contract.

9.2. Supplier is entitled to increase the Price at any time upon written notice to the Customer and without Customer's consent to such increase, if any new or amended law, regulation, ordinance, or Customer's policy, with which Supplier must comply, results in an increase in the costs of supply or manufacture of the Goods, including increase in raw materials and input costs. For avoidance of doubt, the foregoing shall include change in, or introduction of, a tax and/or increased costs (including the cost of acquiring permits or credits and the cost of plant modifications and additions) in each case arising in connection with a change in, or the introduction of a scheme for, the management of the greenhouse gas emissions or concentrations or management of water usage or water conservation and shall apply also to any changed interpretation of an existing law, regulation, ordinance, or Customer's policy.

9.3. The Price excludes all charges in relation to transportation, packing, crating, insurance, storage, demurrage, delivery and all taxes and duties (including goods and services tax (VAT, GST or any equivalent sales tax)).

9.4. The invoices shall be paid within 30 days from the date when an invoice was issued.

9.5. In the event Customer fails to make payment to Supplier of any amounts due and owing to Supplier, Supplier shall have the right to charge interest on the outstanding balance at an annual rate of 12% (twelve percent) or the highest rate allowed by law (whichever is less). Supplier shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Supplier, including its reasonable attorneys' fees.

9.6. Notwithstanding the payment of the interest according to the clause 9.5. of these Conditions, Customer shall reimburse the Supplier for all the losses, expenses, and costs (including legal fees) consequent upon the Customer's failure to pay the Price on the due date.

9.7. If the Customer does not pay the Price when it is due and without any prejudice to the rights of the Supplier under the clauses 9.5. and 9.6. of these Conditions, the Supplier may:

- (a) demand that the Customer returns at Customer's expense the Goods to the Supplier within a reasonable

time; and if the Customer fails to return the Goods, Supplier may re-take possession of the Goods; for such purposes Supplier or any third party authorised by the Supplier may enter any land or premises for the purpose of re-taking possession of the Goods;

- (b) limit or cancel the Customer's credit;
- (c) suspend any further supply of the Goods or any goods under any other contract entered with the Customer; or
- (d) terminate the Contract.

9.8. If Customer's financial condition gives Supplier, in its reasonable judgement, grounds to believe that the Customer has or will become unable to duly perform its payments obligations under the Contract, Supplier may require full or partial payment of the Price in advance or suspend the supply of Goods until Customer's financial condition materially improves and Customer pays all the amounts owed to the Supplier.

9.9. Customer shall not be entitled to withhold any payments under the Contract, nor set-off them against any sum owed to the Customer by the Supplier.

## 10. Liability

10.1. Supplier's total aggregate liability under the Contract and for any damages in any action or claim based upon contract or tort (including negligence) or breach of statutory duty or for any other reason which arises out of or in connection with the Contract shall in no event exceed the hundred percent (100%) of the total amount paid to the Supplier by the Customer under the Contract (net of sales tax and equivalent taxes and any separately charged delivery charges).

10.2. Supplier shall have no liability for:

- (a) delay damages or other consequences of delay;
- (b) normal variations in tolerance, dimensions, weight or quality of the Goods;
- (c) any Consequential Loss; or
- (d) any error, omission or inaccuracy in the drawings or the specifications provided or approved by the Customer.

10.3. Notwithstanding the clause 10.1. of these Conditions, Supplier shall indemnify the Customer against any liability incurred by the Customer as a result of damages to property, death or personal injury arising from the defects in the Goods.

10.4. Customer indemnifies the Supplier, its agents and employees against all claims, demands, actions, costs (including legal costs), charges, expenses, loss, damages or other liability arising from any:

- (a) breach of the Contract;
- (b) loss or damage to any property or the death of or injury to any person in connection with the supply or use of any of the Goods; or
- (c) infringing any Intellectual Property Rights of the Supplier or of any third party.

## 11. Consignment Stock

11.1. This clause 11 shall apply if the Parties agree that Supplier shall procure certain agreed quantities of the Goods to be available for

Customer at the agreed premises (warehouse, site etc.) during the Term of the Contract (**Consignment Stock**).

11.2. Customer may submit to the Supplier a prior written request for any additional quantities of the Goods, Supplier is entitled to decline such requests with no liability on part of the Supplier.

11.3. The clauses 8.1., 8.2., 8.3. (a) – (d), and 8.4. of these Conditions apply to the Goods delivered as a Consignment Stock.

11.4. Customer is entitled to use or otherwise consume the Goods delivered as a Consignment Stock.

11.5. Customer must use or otherwise consume first those Goods which expiration dates are earlier.

11.6. Upon use or other consumption of the Goods delivered as Consignment Stock, Customer shall issue to the Supplier a replacement order indicating the quantity of the Goods already consumed. If the Customer fails to issue a replacement order according to this clause 11.6., there will be no liability on Supplier's part for any shortage of the Consignment Stock.

11.7. Whenever the Contract expires or is terminated, Customer must pay the Price for all the Goods delivered as a Consignment Stock notwithstanding the fact whether those Goods have been used or otherwise consumed by the Customer or not.

11.8. If the Goods to be delivered as a Consignment Stock are Customised Goods, then whenever the Contract expires or is terminated, Customer must additionally to paying the Price under the clause 11.7. of these Conditions also reimburse the Supplier for all the costs involved by manufacturing the Goods for the purposes of the Contract and/or according to any forecast submitted by the Customer to the Supplier indicating the expected quantities of the Goods.

## 12. Compliance with relevant laws and policies

12.1. In performing its obligations under the Contract or any other transaction involving Supplier, Customer shall comply with all applicable laws and regulations, including the U.S. Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act 2010 ("Bribery Act"), all other applicable anti-corruption laws and regulations and the DSI Underground Global Business Partner Policy (available at: <https://www.dsiunderground.com/fileadmin/downloads/global/underground/group/en/dsi-underground-global-business-partner-policy-en.pdf>).

12.2. For the avoidance of doubt, Customer has not and will not, directly or indirectly, promise, offer or grant to a person any undue advantage or to request or accept any undue benefit or advantage to improperly influence actions.

12.3. Supplier may terminate the Contract immediately upon written notice in the event the Customer has failed to meet its obligations under this clause 12.

12.4. Customer shall indemnify and hold the Supplier harmless against any and all claims, losses or damages arising from or related to termination, or a determination to withhold payments under this clause 12.

## 13. Termination

13.1. Either Party may terminate the Contract immediately upon giving the other Party a written notice if the other Party:



- (a) has materially breached any term of the Contract, if such breach is irremediable or (if such breach is remediable) the other Party fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; for avoidance of doubt, any delay in payment the Price or any other payments under the Contract or any unreasonable refusal to accept the Goods shall be considered as a material breach of the Contract;
- (b) has breached the provisions of the clause 12 of these Conditions;
- (c) has a liquidator, administrator, receiver or manager appointed to it or any of its assets, or enters into a scheme of arrangement with the creditors (other than for the purposes of a solvent restructuring), or has execution levied against any of its property; or
- (d) becomes a Restricted Party.
- 13.2. If a Supplier submits to the Customer a notice on termination of the Contract, the Supplier is entitled to:
- (a) refuse, suspend or withhold further supply of the Goods;
- (b) revoke any credit the Supplier may provide to the Customer; or
- (c) enter upon (either personally or by its agents) any land or premises for the purposes of retaking possession of any Goods or any Manufactured Products. The Supplier is not liable to the Customer for any loss or damage caused in the recovery of the Goods or any Manufactured Products.
- 13.3. Notwithstanding the termination of the Contract, Customer shall remain responsible for any obligations arising out of circumstances occurring prior to the date of termination until satisfied in accordance with the terms of the Contract as though the Contract had not been terminated (including the obligations to pay all the amounts under the outstanding invoices).
- 14. Force Majeure**
- 14.1. **Force Majeure Event** means any event or circumstance not within the control of a Party affected by such event or circumstance (affected party), and which by the exercise of reasonable care, the affected party is not able to prevent or overcome, including any:
- (a) war (declared or undeclared), revolution, riot or insurrection;
- (b) strikes, lockouts, breakdown, accidents, delays in transport;
- (c) lightning, fire, earthquake or other natural disaster;
- (d) quarantine restriction or epidemic/pandemic; or
- (e) any of the circumstances listed above in (a) – (d) affecting the Party's key suppliers or subcontractors and preventing Party's carrying out the whole or any part of its obligations under the Contract.
- 14.2. If the affected party is prevented from carrying out the whole or any part of its obligations under the Contract by reason of a Force Majeure Event, the affected party must forthwith give to the other Party notice of the occurrence of the Force Majeure Event, and the particulars thereof.
- 14.3. The obligations of the affected party, so far as they are affected by that Force Majeure Event, will be suspended during the continuation of that Force Majeure Event, including extension of the Delivery Dates. No event of default entitling any other Party to determine the rights, obligations and privileges conferred by, or agreements contained in, the Contract will be held to have occurred.
- 14.4. An affected party must use its best endeavours to remedy or circumvent the effect of any Force Majeure Event and comply with its obligations under the Contract.
- 14.5. If a Force Majeure Event lasts more than three (3) months or immediately renders Supplier's performance under the Contract impossible or impractical, Supplier shall be entitled to terminate the Contract by notice to the Customer and without any liability on part of the Supplier.
- 15. Confidentiality and Intellectual Property**
- 15.1. The Customer must:
- (a) not, without the consent of the Supplier, directly or indirectly disclose to any person or use the Confidential Information in whole or in part except in fulfilling its obligations under the Contract;
- (b) not copy or otherwise reproduce any documents containing Confidential Information except as is necessary in fulfilling its obligations under the Contract;
- (c) on termination of the Contract or on demand by the Supplier return all documents containing any Confidential Information including any documents created by the Customer which contain any Confidential Information;
- (d) use its best endeavours to protect the confidentiality of the Confidential Information; and
- (e) comply with all reasonable requests by the Supplier regarding the protection of the Confidential Information.
- 15.2. The clause 15.1. of these Conditions does not apply to Confidential Information which the Customer proves is required to be produced by order of any court or under the requirements of any applicable law, provided in those circumstances the Customer must, to the extent it is legal to do so, notify the Supplier as soon as reasonably practicable so as to allow the Supplier to take any steps it may consider necessary to resist production, pending which the Customer must take all reasonable steps to resist (or where that is not practicable to minimise) production.
- 15.3. Any documents, specifications, plans, drawings, samples, information with regards to the Goods delivered to the Customer under the Contract shall remain the Supplier's property.
- 15.4. Nothing in the Contract shall be construed as granting the Customer with a license or any other right to use any Intellectual Property Rights belonging to the Supplier.
- 15.5. Instruments of Service - sketches, drawings, specifications, submittals, and other documents prepared by Supplier in any form, including electronic form, are Instruments of Service for use solely with respect to the Contract. Supplier shall be deemed the author and owner of respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Any unauthorized use of the Instruments of

Service shall be at the Customer's sole risk and without liability to Supplier.

15.6. The Instruments of Service shall not be used by the Customer for any purposes other than fulfillment of obligations under the Contract with Supplier, without the prior written agreement of Supplier. Instruments of service prepared by Supplier, represents product(s) produced by DSI Tunneling LLC to DSI Tunneling LLC standards, unless otherwise noted, and therefore shall be considered confidential. The Customer agrees it shall not provide Instruments of Service to competitors of Supplier. Supplier does not consent to the use of its Instruments of Service on any project without Supplier's continued involvement (by providing the material(s) quoted for said project).

15.7. This Clause 15 will survive rescission, termination or expiration of the Contract.

## 16. General

16.1. Assignment and other dealings. Subject to clause 16.2. of these Conditions, neither Party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all its rights or obligations under the Contract without the prior written consent of the other Party.

16.2. Subcontracting. Supplier may, without the Customer's consent, engage subcontractors to carry out the whole or any part of supply or manufacture of the Goods.

16.3. Records and Audit. The Customer will maintain accurate and detailed records in connection with the Contract and will, upon request of the Supplier, permit it to audit and inspect such records, if such audit or inspection is required for the Supplier to verify its compliance with the applicable laws.

16.4. Entire agreement. The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

16.5. Variation. No variation of the Contract shall be effective unless it is in writing and signed by the Parties.

16.6. Waiver. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.7. shall not affect the validity and enforceability of the rest of the Contract.

16.8. Notices. Unless expressly stated otherwise in the Contract, all notices, certificates, consents, approvals, waivers and other communications in connection with the Contract must be in writing, in English, and signed by an authorised representative of a Party. Proof of posting by couriered mail of a notice in accordance with this clause 16.8. is proof of receipt of such notice on the second Business Day after posting. Any notice sent via

email will be deemed to have been delivered at the time when it enters the recipient's mail server. Notwithstanding the foregoing, if any notice, certificate, consent, approval, waiver or other communication in connection with the Contract is received after 5.00pm in the place of receipt or on a non-Business Day, then it is to be taken to be received at 9.00 am on the next Business Day. The provisions of this clause 16.8. shall not apply to the service of any proceedings or other documents in any legal action.

16.9. Third party rights. No one other than a Party to the Contract shall have any right to enforce any of its terms.

16.10. Independent Contractors: The relationship between the Parties is a relationship of independent contractors and nothing in the Contract constitutes a joint venture, agency, partnership, or other fiduciary relationship between the Parties.

16.11. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of the Delaware State. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

16.12. Jurisdiction. Each Party irrevocably agrees that the courts of the Delaware State shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, or its subject matter, or formation.