

## STANDARD TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

In these standard terms and conditions (“**Terms**”) the “**Supplier**” means **BI TECHNOLOGIES CORPORATION** (part of the TT Electronics group of companies), having its principal place of business at 1645 Wallace Drive, Suite 130, Carrollton, Texas 75006, USA and “**Purchaser**” means the party contracting with Supplier (together the “**Parties**”, each a “**Party**”).

### 1. BASIS OF CONTRACT

- 1.1 These Terms are the only terms which govern the sale of the goods (“**Goods**”) and/or services (“**Services**”) by Supplier to Purchaser and shall apply to each order for Goods and/or Services from Purchaser (“**Order**”).
- 1.2 These Terms shall: (a) apply whether the Order is submitted by a written Order or otherwise and Supplier’s acceptance of Purchaser’s Order is expressly conditioned on Purchaser’s assent to these Terms; and (b) prevail over any of Purchaser’s general terms and conditions of purchase regardless whether or when Purchaser has submitted its Order or any other terms that Purchaser seeks to impose or incorporate. Including, without limitation, any terms Purchaser may supply with, or reference, in the Order, or which may be implied by trade, custom, practice or course of dealing. Any conflicting or additional terms provided by Purchaser are hereby rejected.
- 1.3 Each Order constitutes an offer by Purchaser to purchase the Goods and/or Services specified in the Order in accordance with these Terms. The Order shall only be deemed to be accepted when Supplier issues written acceptance of the Order (“**Sales Confirmation**”) at which point a binding contract is created between the Parties consisting of these Terms and the requirements for the Goods and/or Services specified in the Order (“**Contract**”).
- 1.4 In the event that any part of the Order utilises electronic data interchange, internet or third-party portals or any electronic means, this Contract will continue to apply to the Order.

### 2. DELIVERY OF GOODS

- 2.1 All Goods are supplied Ex Works (Incoterms 2020) Supplier’s premises unless specifically agreed to the contrary in any Order. Any dates quoted for delivery are approximate only and the time of delivery is not of the essence.
- 2.2 If Goods are ready for delivery and Purchaser fails to take delivery on the date required by the Contract, or after seven (7) days’ written notice from Supplier where no such date is specified, Supplier shall be entitled to: (a) issue an invoice for such Goods; and (b) charge Purchaser for all additional costs and expenses (including, without limitation, warehousing and insurance) until delivery takes place.
- 2.3 If Purchaser fails to take delivery within thirty (30) days of the date of invoice it shall be deemed to have waived its rights under the Contract, and without prejudice to any other right that Supplier may have against Purchaser, including the right to recover the purchase price in full, Supplier shall be entitled to resell the Goods.
- 2.4 Any right of Purchaser to reject the Goods and/or terminate the Contract for late delivery of the Goods shall not be exercisable unless Purchaser has first served written notice on Supplier requiring Supplier to complete delivery of the Goods within not less than thirty (30) days of service of that notice on Supplier in accordance with Section 14. Supplier shall not be liable for any delay in delivery of the Goods caused by Purchaser’s action or inaction including, without limitation, failure to provide Supplier with adequate delivery instructions or any other information, applicable to the supply of the Goods. If Supplier fails to deliver, or is late in delivering the Goods, Supplier’s liability shall be limited to the price of the Goods.
- 2.5 Purchaser shall promptly inspect all delivered Goods and shall notify Supplier in writing of any issues regarding the Goods delivered, including, without limitation, as to quantity, type and quality, within ten (10) days of receipt of the Goods. In the absence of any such notification Purchaser shall be deemed to have accepted the Goods and no claims may be brought for over or under delivery, or for delivery of incorrect Goods.
- 2.6 Where Purchaser requests that the Goods are supplied with any form of release certificate or documentation, Supplier reserves the right to make a reasonable additional charge for providing such

certificate or documentation. Supplier shall have no obligation to supply any form of release certificate or documentation, unless agreed in the Contract.

- 2.7 Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle Purchaser to cancel any other instalment.
- 2.8 Any variation in quantities of the Goods shipped over or under the quantities ordered (not to exceed 5%) shall constitute compliance with the Order and the unit price will continue to apply, and the price payable shall be adjusted pro rata according to the quantity of Goods delivered.

### **3. QUALITY OF GOODS**

- 3.1 Supplier warrants that on delivery, and for a period of twelve (12) months from the date of shipment ("**Warranty Period**"), the Goods shall: (a) meet in all material respects the applicable specification. The specification applicable to the Goods shall be Supplier's standard specification for the Goods or, in the case of items other than Supplier's standard Goods, such specification as agreed to in writing by Supplier and Purchaser; (b) be free from material defects in workmanship; and (c) be free from title defects.
- 3.2 Purchaser's sole remedy in respect of any alleged defect in the Goods shall be a claim for breach of the warranty under this Section. THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR A BREACH OF SUPPLIER'S WARRANTY HEREUNDER SHALL BE THE REPAIR, REPLACEMENT OR REFUND, AT SUPPLIER'S OPTION, OF ANY DEFECTIVE OR NON-CONFORMING GOODS, PROVIDED THAT PURCHASER MEETS ITS OBLIGATIONS PURSUANT TO SECTION 3.3.
- 3.3 Warranty Conduct: (a) Purchaser shall provide notice in writing to Supplier during the Warranty Period within seven (7) days following discovery or any allegation that some or all of the Goods supplied do not comply with the warranty in Section 3.1; (b) Purchaser, if asked to do so by Supplier, shall promptly and within no more than seven (7) days of request return such items to Supplier, or at Supplier's option, allow Supplier access to examine such items or the products in to which they have been incorporated. In addition, Purchaser shall provide all such further information in respect of any alleged product defect as may be requested by the Supplier; and (c) Supplier shall only accept liability for breach of warranty when the reported defects or non-conformity of Goods are confirmed and agreed by Supplier.
- 3.4 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 3.1 HEREIN SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY: (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; (d) OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 3.5 Supplier shall not be liable for the failure of any of the Goods to comply with the warranty in Section 3.1 in any of the following events: (a) the defect arises because of any failure to follow Supplier's instructions as to the storage, commissioning, installation, use or maintenance of the Goods or, if there were none, good trade practice regarding the same; (b) the defect arises as a result of Supplier following any manufacturing process, drawing, design or specification supplied by Purchaser; (c) the Goods comprises materials or equipment specified by Supplier as having a limited shelf life and which are used by Purchaser after the expiry of such limited shelf life; (d) the defects arises from any third-party inputs, including, without limitation, computer software or programmable electronics which are mandated, requested or approved by Purchaser; (e) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; (f) the Goods have been tested in accordance with Purchaser's express contractual testing requirements and have satisfied such tests; (g) Purchaser has not provided functional or other tests to adequately diagnose the defect; (h) Purchaser or any third-party modifies, alters or repairs such Goods without the prior written consent of Supplier; or (i) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 3.6 No Goods shall be returned by Purchaser to Supplier without Supplier's prior written consent. Reasonable shipping charges for returned Goods will only be paid by Supplier where the Goods are found to be in breach of warranty.

### **4. CHANGES**

- 4.1 Supplier reserves the right to make changes in the Goods which do not adversely affect form, fit or function without prior approval of Purchaser.
- 4.2 Any changes requested by Purchaser are subject to acceptance by Supplier, at Supplier's absolute discretion, including as to any additional charges or other variations which may be made a condition of such consent.

## **5. PRICE AND PAYMENT**

- 5.1 The price of the Goods or Services shall be the price set out in the Sales Confirmation, or, if no price is stated, the price set out in Supplier's published price list in force as at the date of the Order.
- 5.2 Any quotation provided by Supplier shall only be valid for a period of 30 days from its date of issue or such lesser period if so specified in the quotation.
- 5.3 The price of the Goods or Services is exclusive of amounts in respect of any sales tax, including without limitation, value added tax or any applicable federal, state, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing and handling charges. Purchaser shall, on receipt of a sales tax invoice from Supplier, pay to Supplier such additional amounts in respect of sales tax as are chargeable on the supply of the Goods or Services.
- 5.4 Supplier may invoice Purchaser for the Goods and/or Services on or at any time after delivery.
- 5.5 Purchaser shall pay the invoice in full and in cleared funds within thirty (30) days of the date of the invoice. Payment shall be made to the bank account, in the currency, nominated in writing by Supplier.
- 5.6 Without limiting any other right or remedy of Supplier, if Purchaser fails to make any payment due to Supplier under the Contract by the due date for payment, then Supplier may cancel, terminate, withhold or suspend any Order, and any delivery of Goods and/or Services under this Contract or other arrangement with Purchaser. Pending payment, Purchaser shall pay interest, accruing each day, on the overdue amount at the rate of 4% per annum or the highest rate permissible under applicable law. Such interest shall accrue from the due date until actual payment of the overdue amount, whether before or after judgment and compounding quarterly. Purchaser shall pay the interest together with the overdue amount.
- 5.7 Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Supplier may set-off any amount owed by Purchaser to Supplier against any sums Supplier owes to Purchaser.
- 5.8 Any agreed prices, or price reductions, provided by Supplier are based on the agreed purchase terms, in particular on agreed purchase volumes, shipping terms, payment terms and acceptance of these Terms. If Supplier believes that the agreed purchase volumes on which the prices are based have fallen or will fall in any six (6) month period below the agreed purchase volumes, which in the absence of specific agreement shall be no less than 15% below the purchase volume of the last six (6) months, calculated by quantity or value, the Parties will enter into good faith negotiations to agree a price modification, in the event that no agreement can be reached Supplier may terminate the Contract on providing thirty (30) days' prior written notice, without liability.
- 5.9 Where: (a) the labour, energy, raw material costs or other input costs or costs of supply, incurred by Supplier in making the Goods or supply of Services increases by more than 5% in any six (6) month period; or (b) other events outside Supplier's control occur including, but not limited, to changes in law or regulation, any foreign exchange fluctuation, currency regulation, inflation, alteration of duties or tariffs, or Force Majeure Events (as defined in Section 15.1) occur which increase the costs incurred, or projected to be incurred, by Supplier in making the Goods or delivering the Services by more than 5% in any six (6) month period, the Parties will enter into negotiations to agree a price modification, in the event that no agreement can be reached Supplier may terminate the Contract on providing thirty (30) days' prior written notice, without liability.
- 5.10 The agreed payment terms are subject to the credit limit approved by Supplier. In case the granted credit limit is exceeded, Supplier is entitled to suspend or delay any delivery to Purchaser until Purchaser settles its invoices to reduce the debts to Supplier to within the granted credit limit. In case Purchaser's financial ratings or payment behaviour, in Supplier's opinion, requires an amendment of the existing credit limit or payment terms, Supplier is entitled to demand full or partial payment in advance or other payment terms as a condition to delivery, and Supplier may suspend, delay or cancel any credit, delivery or any other performance by Supplier. Supplier shall have no liability to Purchaser in respect of any delayed delivery, or non-delivery, pursuant to the terms of this Section.
- 5.11 Supplier shall be entitled to charge such rate as set out in any Order, or where not specifically set out in any Order such rate as shall be fair and reasonable, for all preliminary or development work, including, without limitation, non-recurring engineering expenses which Supplier carries out at the request of Purchaser.

## **6. TITLE AND RISK**

- 6.1 Risk of loss for the Goods shall pass to Purchaser upon delivery to Purchaser or its agents. Title to the Goods shall pass to Purchaser on full payment being made to Supplier in respect of the Goods. Notwithstanding this, Purchaser may sell such Good in the ordinary course of business, providing all sums thereof shall be held on trust to Supplier's account.
- 6.2 Supplier reserves the right to repossess the Goods, at any point and without prior notice, in the event of Purchaser suffering an Insolvency Event, or Supplier having reasonable grounds for believing that Purchaser will become the subject of an Insolvency Event. Purchaser grants Supplier an irrevocable licence to enter Purchaser's premises for this purpose and shall provide all requested assistance to facilitate such repossession. An "**Insolvency Event**" means failing to pay debts as they fall due; entering liquidation or administration or commencing negotiations with any creditors to reschedule its debts, or undergoing any analogous occurrence in any jurisdiction including any form or insolvency proceedings being commenced against Purchaser; or threatening to do any of these things in any jurisdiction.

## 7. SUPPLY OF SERVICES

- 7.1 Supplier shall provide the Services to Purchaser in accordance with the Order in all material respects using reasonable care and skill.
- 7.2 Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Order but any dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements or which do not materially affect the nature or quality of the Services.
- 7.4 Purchaser shall: (a) ensure that the terms of Order are complete and (if submitted by Purchaser) the service specification are complete and accurate; (b) co-operate with Supplier in all matters relating to the Services; (c) provide Supplier, its employees, agents, consultants and subcontractors with access to Purchaser's premises, machinery and other facilities as reasonably required by Supplier to provide the Services; and (d) provide Supplier with such information and materials as Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.
- 7.5 If Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by an any act or omission by Purchaser or failure by Purchaser to perform its obligations ("**Purchaser Default**") Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until Purchaser remedied Purchaser Default and relieves Supplier from its obligations to the extent the Customer Default prevents or delays Supplier's performance. Purchaser shall indemnify Supplier against all liabilities costs, losses and expenses which Supplier may incur by reason of Purchaser Default.
- 7.6 Where the Services consist of any experimental or developmental work, the results supplied or recommendations made under the Services are given in good faith within the limitations of the data available, but no warranty, expressed or implied, is given as to the ability of Supplier to achieve a specific outcome, nor the accuracy of results obtained.
- 7.7 Any claims by Purchaser which is based on defect in the Services shall be notified to Supplier within twenty-one (21) days of the services being performed and promptly after discovery of defect or failure. The sole and exclusive remedy of Purchaser for such defect hereunder shall be the re-performance or refund, at Supplier's option, of any defective or non-conforming Services.

## 8. CONFIDENTIALITY

- 8.1 Pursuant to the Contract each Party ("**Discloser**") may disclose or make available to the other Party ("**Recipient**") information of a confidential nature, including, without limitation, information relating to products, prototypes, technology, research plans or business activities ("**Confidential Information**"). All Confidential Information is and shall remain the property of Discloser.
- 8.2 Neither Party shall be obliged to maintain in confidence Confidential Information which: (a) was lawfully known by Recipient, free from any restriction, prior to being received from Discloser; (b) is subsequently disclosed to Recipient without restriction by a third-party who, to Recipient's knowledge, has the right to disclose the Confidential Information to Recipient without restriction; (c) is or, without the fault of Recipient, becomes publicly known; or (d) is developed by Recipient without any use of, or reference to, Discloser's Confidential Information.
- 8.3 Recipient undertakes and agrees to: (a) keep the Confidential Information secret and confidential; (b) only use the Confidential Information for the purpose or fulfilling its obligations under this Contract; (c)

only disclose the Confidential Information, on a need to know basis, to Recipient's, and its group companies, directors, employees, agents and professional advisors ("**Permitted Recipients**"). Any disclosure to a Permitted Recipient shall be under confidentiality obligations consistent with those contained in this Contract, which Recipient shall procure that Permitted Recipient complies with); and (d) where required by law to disclose Discloser's Confidential Information: (i) promptly, to the extent permitted by law, notify Discloser; (ii) provide to Discloser all reasonable assistance to obtain confidentiality undertakings; and (iii) only discloses the minimum amount of Confidential Information required to comply with its legal obligations.

- 8.4 All Confidential Information received by either Party under this Contract shall remain the property of Discloser. Upon written demand from Discloser, at any point, Recipient will return the Confidential Information and any copies of it to Discloser, or at Discloser's request destroy all such Confidential Information and provide Discloser with written confirmation of such destruction, in either event Recipient shall expunge or destroy all Confidential Information from any computer, word processor or other device containing Confidential Information and destroy all notes, analyses, memoranda containing any part of the Confidential Information. Save that Recipient shall not be required to destroy, delete or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business. Recipient shall additionally be permitted to retain one copy of the Confidential Information in a secure location. Copies of any Confidential Information archived or retained pursuant to this Section shall only be used, including at any point following the termination of this Contract, for the purposes of ensuring compliance with the terms of this Contract or applicable law or regulation.
- 8.5 The provisions of this Section 8 shall survive for a period of three (3) years from the date of termination of this Contract, save that where the Confidential Information is protected by any existing confidentiality agreement between the Parties, the more restrictive terms shall apply.
- 8.6 Supplier reserves all rights to its intellectual property rights, including but not limited to those, used in, or arising from, the creation of the Goods and nothing in this Contract shall be construed as granting a licence over such intellectual property rights to Purchaser.

## **9. TERMINATION AND SUSPENSION**

- 9.1 Either Party may terminate, or any part of, this Contract immediately if the other Party: (a) commits a material breach of the Contract and, if such a breach is remediable, fails to remedy that breach within 30 days of that Party being notified in writing of the breach by, or on behalf of, the other Party; or (b) is subject to an Insolvency Event.
- 9.2 Without limiting its other rights or remedies, and without liability to Purchaser, Supplier may suspend provision of the Goods or Services under the Contract or any other contract between Purchaser and Supplier if Supplier reasonably believes that Purchaser is about to become subject to an Insolvency Event.
- 9.3 On termination of the Contract for any reason Purchaser shall immediately pay to Supplier: (a) all of Supplier's outstanding unpaid invoices and any interest thereon; and (b) any and all work-in-process costs incurred by Supplier.
- 9.4 Termination of the Contract, however arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.5 Sections which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **10. LIMITATION OF LIABILITY**

- 10.1 SUPPLIER'S TOTAL LIABILITY IN RESPECT OF ALL LOSSES ARISING IN CONNECTION WITH, AND UNDER ANY SECTION OF, THE CONTRACT, HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF DUTY OR IN NEGLIGENCE), SHALL IN NO CIRCUMSTANCES EXCEED THE SUM PAID TO SUPPLIER BY PURCHASER FOR THE GOODS OR SERVICES GIVING RISE TO THE LIABILITY.
- 10.2 SUPPLIER SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD-PARTY FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS GOODWILL OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE ARISING UNDER OR IN RELATION TO THE CONTRACT, EVEN WHERE SUPPLIER HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS IN ADVANCE.
- 10.3 Nothing in this Section 10 shall be construed as limiting or excluding Supplier's liability for fraudulent misrepresentation nor for death or personal injury arising from its negligence, nor any other matter for which it would be unlawful for Supplier to restrict its liability.
- 10.4 To the extent that the Goods are to be manufactured and/or the Services are to be provided, in accordance with a drawing, design or specification supplied by Purchaser ("**Purchaser Specification**"),

Purchaser shall indemnify Supplier against all liabilities, costs, expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) incurred by Supplier in connection with any claim made against Supplier for actual or alleged infringement of a third-party's intellectual property rights arising out of or in connection with Supplier's use of Purchaser Specification.

- 10.5 Purchaser shall indemnify Supplier against all liabilities costs and expenses which Supplier may incur by reason of any claim by any subsequent purchaser, or user of the Goods or of any product incorporating the Goods or manufactured by using the Goods or by reason of any claim arising from any defect or alleged defect in the Goods or in such product except and to the extent that such liabilities, costs and expenses arise from a breach by Supplier of its obligations under this Contract.
- 10.6 All terms and warranties implied by applicable laws, regulations or custom and practice are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7 This Section 10 shall survive the termination of the Contract.

## **11. EXPORT CONTROL**

- 11.1 Any or all Goods and Services may be subject to export or resale restrictions or regulations, and Purchaser agrees to comply with all such regulations or restrictions and any other applicable laws and regulations regarding use of the Goods or Services.
- 11.2 Where Goods or Services are supplied to Purchaser pursuant to a specification or instructions provided by Purchaser, Purchaser shall inform Supplier prior to or at the time of placing the Order of any export control restriction or other regulations applicable to such specification or instructions, including, without limitation, where the purpose of the Goods or Services to be supplied is for a military application.
- 11.3 Purchaser agrees to provide Supplier with all such reasonable assistance as may be requested to enable Supplier to meet its export control obligations. Including: (a) answering all enquiries as to the end user and end use of any goods, technology or data supplied and obtaining end user certificates where requested; and (b) providing any end use statements or other export control declarations with any goods or technologies supplied as may be requested by Supplier.
- 11.4 Where the provision of the Goods or Services requires Supplier to obtain an export control licence or other third-party consent or authorisation, Supplier provides no guarantees as to its ability to obtain such licence, consent or authorisation.
- 11.5 Supplier may, at any point and without further liability, refuse to supply Goods or Services where Supplier has any reason to believe the supply of Goods or Services would be contrary to any export control restriction or any other laws.

## **12. TOOLING AND EQUIPMENT**

- 12.1 Unless specifically agreed to the contrary in any Order all tools and equipment acquired or developed pursuant to this Contract shall be the property of Supplier.
- 12.2 Where Purchaser supplies patterns, dies, tools, drawings or any equipment or materials ("**Purchaser Property**"), Supplier shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to Supplier's methods of production, and for the production of the Goods or supply of the Services in the quantities required.
- 12.3 In respect of Purchaser's Property: (a) all replacements, alterations, maintenance and repairs to Purchaser Property shall be paid for by Purchaser; (b) Purchaser shall pay all carriage costs on Purchaser Property; and (c) Supplier will take all reasonable care to maintain such Purchaser Property in good working order, normal wear and tear excepted, while in Supplier's possession but does not accept liability for loss or damage thereto, however arising, except where neglect on the part of Supplier was the direct cause of loss or damage. In those circumstances, Supplier's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, indirect losses, loss of profits and other liabilities and losses however arising.

## **13. RETURNABLE PACKAGES**

Where stated to be returnable, Supplier's returnable packages shall remain the property of Supplier and must be returned by Purchaser to Supplier within thirty (30) days of receipt by Purchaser in the same condition as received. Any returnable packages not so returned, Purchaser shall be charged at replacement cost and Purchaser shall be liable to Supplier accordingly. Supplier shall not be liable for any delays in delivery due to Purchaser's failure to return returnable packages.

## **14. NOTICES**

- 14.1 Any notice required to be given under the Contract, shall be in writing and shall be delivered personally, by courier or sent by pre-paid recorded delivery post, to the Party at its registered office or its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Section, addressed for the attention of the Managing Director.
- 14.2 Any notice shall be deemed to have been duly received: (a) if delivered personally or by courier, when left at the recipient's address on a business day in the jurisdiction to which the letter was delivered ("**Business Day**"), or the following Business Day in the event that the date of delivery was not a Business Day; or (b) if sent by pre-paid recorded delivery post, at 9.00 am on the second Business Day after posting.
- 15. MISCELLANEOUS.**
- 15.1 **Force Majeure:** In the event Supplier is delayed or prevented from the performance of any act required under this Contract, by reasons outside its reasonable control including, without limitation, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, disease, any labour dispute, and actions of third-parties including the suppliers of goods or services to Supplier ("**Force Majeure Event**"), then performance of such act will be excused for the period of such delay, provided however, that such Party shall exert its reasonable efforts to overcome such Force Majeure Event and to resume performance of its obligations in a timely manner. Notice of the commencement and termination of such Force Majeure Event will be promptly provided by Supplier to Purchaser. Any obligations of Supplier will be extended for a period of time equal to the number of days of the delay, provided however, that in the event Supplier, in its reasonable opinion, is unable to overcome such Force Majeure Event which will prevent Supplier from meeting its obligations under this Contract, Supplier may terminate, or any part of, this Contract on written notice.
- 15.2 **Independent Contractors:** The Parties hereto are independent contractors and nothing contained in the Contract shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties and neither Party shall have the right to bind the other or hold itself out as having such right.
- 15.3 **Assignment, Subcontracting:** Purchaser shall not assign or sub-contract any of its rights or obligations pursuant to the Contract without the prior written consent of Supplier. Supplier shall be permitted to subcontract, and to assign any of its rights or obligations pursuant to the Contract.
- 15.4 **Severability:** If any term of the Contract is declared invalid or unenforceable by a court or other body of competent jurisdiction, such terms shall be divisible and deleted, to the extent it is declared invalid or unenforceable, the remaining terms of the Contract shall continue in full force and effect. Any invalid or unenforceable provision shall be replaced to the extent possible with a new provision which will allow the Parties to the Contract to achieve the same intended result.
- 15.5 **Entire Agreement:** The Contract constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, whether verbal or written, between the Parties with respect to the subject matter hereof. Each Party acknowledges that, in entering into this Contract, it has not relied on, and, to the extent permitted by law, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. This Section shall not be interpreted as excluding any liability for fraud. No modification of any provision of the Contract shall be effective unless made in writing and signed by a duly authorized officer of both the Parties.
- 15.6 **Third-Party Rights:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.7 **Waiver:** No delay or failure of any party in exercising or enforcing any of its rights or remedies under the Contract shall operate as a waiver of those rights.
- 15.8 **Governing Law and Jurisdiction:** All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the applicable laws of the State of Delaware, United States of America, without regard to conflict of laws principles. The Parties irrevocably and unconditionally agree that any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the exclusive jurisdiction of the courts of the State of Delaware. Save that Supplier shall have the right to seek an order for payment, or delivery up of its Goods, in any country it deems appropriate. The United Nations Convention for the International Sale of Goods shall not apply to this Contract.