



Onstream Pipeline Solutions B.V.

IZ Wolfstee 13
2200 Herentals
Belgium
Tel : +32 14 21 68 55
E-mail : info@o-p-s.be
www.o-p-s.be

General Terms and Conditions Onstream Pipeline Solutions B.V.

1. INTERPRETATION

The terms below shall be given the following meaning:

Agreement: shall mean the Purchase Order or the Quotation from the CONTRACTOR, together with these General Terms and Conditions and appendixes and documents referred to therein and agreed to in writing. In case of any inconsistency between the documents forming the Agreement, the documents shall be construed in accordance with the following order of priority: (i) CONTRACTOR's Quotation, (ii) these General Terms and Conditions, (iii) the CUSTOMER's Purchase Order, and (iv) such other appendixes as mutually agreed by the parties in writing as forming part of the Agreement.

Consequential Loss: shall mean any loss of revenue, profit, anticipated profit, use, production, product, productivity, facility downtime, contract, business opportunities or any indirect, or consequential loss, or damages of any similar nature, howsoever caused or incurred.

CONTRACTOR or O.P.S.: shall mean the Onstream Pipeline Solutions entity named in the Agreement, and shall include the CONTRACTOR's legal representatives, successors and assigns.

CUSTOMER: shall mean the entity or organization named in the Agreement requesting the Work, and shall include without limitation the CUSTOMER's legal representatives, successors and assigns.

Intellectual Property: shall mean (a) patented and un-patented inventions, trademarks, copyrighted works, trade secrets, know-how or similar process and proprietary information; and (b) any application or right to apply for registration of any of these rights.

Equipment: shall mean all items, equipment and tools which are to be hired by the CUSTOMER under the Agreement. Title in the Equipment shall remain with the CONTRACTOR.

Personal Data: shall mean any information relating to an identified or identifiable natural person.

Products: shall mean any products or equipment, including tools and items (or components integrated therein) sold or to be sold by the CONTRACTOR to the CUSTOMER, but shall not include the Equipment.

Purchase Order: shall mean the document issued or approved by the CUSTOMER instructing the CONTRACTOR to supply Work and shall include any written communication sent electronically.

Quotation: shall mean O.P.S.'s commercial proposal for the supply of Work to which these General Terms and Conditions are incorporated.

Services: all activities, operations, tasks and duties performed by the CONTRACTOR under the Agreement, including the provision of the Equipment, personnel, design and engineering services, reports and documentation in relation thereto.

Work: shall mean the Services and sale of Products as appropriate.

Worksite: shall mean the physical location where the Work is performed including but not limited to CUSTOMER or CUSTOMER group owned, leased or operated premises, land drilling and production site, offshore installations and floating equipment.

2. APPLICATION OF GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions shall apply to and be incorporated into the Agreement and shall prevail over any and all other terms and conditions (including but not limited to any terms or conditions which the CUSTOMER purports to apply under any Purchase Order, confirmation of order, specification or other document).

2.2 Each Purchase Order for Work by the CUSTOMER shall be deemed to be an offer by the CUSTOMER subject to these General Terms and Conditions. No order placed by the CUSTOMER shall be deemed to be accepted by the CONTRACTOR until a written acknowledgement of order is issued by the CONTRACTOR or (if earlier) the CONTRACTOR delivers the Products or commences the Services.

2.3 Any variation to these General Terms and Conditions and any representations or warranties shall have no effect unless expressly agreed in writing by the CONTRACTOR.

3. SCOPE

3.1 The quantity, description and type of Products and/or Services shall be as set out in the Agreement.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the CONTRACTOR and any descriptions or illustrations contained in the CONTRACTOR's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products or Services described in them and are not warranted as being accurate or true.

4. DELIVERY OF PRODUCTS

4.1 Unless otherwise agreed in writing by the CONTRACTOR, delivery of the Products shall be Ex-Works (INCOTERMS 2010) at the premises of the CONTRACTOR.

4.2 CUSTOMER shall take delivery of the Products within **7 days** of the CONTRACTOR giving it notice that the Products are ready for delivery.

4.3 If the CUSTOMER fails to take delivery of Products within **7 days** of the CONTRACTOR giving it notice that the Products are ready for delivery: (a) the Products shall be deemed to have been delivered; and (b) the CONTRACTOR may store the Products until the CUSTOMER takes delivery, and the CUSTOMER shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.4 Time for delivery shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time.

4.5 Where delivery takes place at premises specified by the CUSTOMER, the CUSTOMER shall provide at the point of delivery and at its expense adequate and appropriate equipment and manual labour for offloading and storing the Products.

4.6 The CONTRACTOR may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Quotation.

4.7 Any liability of the CONTRACTOR for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note against any invoice raised for non-delivered Products.

5. TITLE

5.1 The Products are at the risk of the CUSTOMER from the time such Products are ready for delivery.

5.2 Title to the Products shall not pass to the CUSTOMER until the CONTRACTOR has received in cleared funds in full

(cash or telegraphic transfer of funds) all sums due to CONTRACTOR in respect of:

- (a) the Products (and Services, if any); and
- (b) all other sums which are, or which become due to the CONTRACTOR from the CUSTOMER on any account.

6. CUSTOMER'S OBLIGATIONS

6.1 The CUSTOMER shall:

- (a) provide to or procure for the CONTRACTOR, its agents, subcontractors, consultants and employees, in a timely manner and at no charge to the CONTRACTOR, access to the Worksite and to such other facilities as reasonably required by the CONTRACTOR;
- (b) provide, in a timely manner, all items specified in the Agreement as being the responsibility of the CUSTOMER or the end customer and such information and additional facilities as the CONTRACTOR may require for the purpose of carrying out the Work including all permits and other authorities, local or otherwise, and CUSTOMER shall ensure that all items provided and applicable permits and authorizations are suitable and accurate;
- (c) be responsible at its own cost for carrying out all items of preparatory work listed to be performed by it, and within the times specified and detailed in the Agreement; and
- (d) inform the CONTRACTOR of and satisfy all health and safety rules and regulations and any other reasonable security requirements that apply at any Worksite or otherwise apply regarding provision of the Work.

6.2 The CUSTOMER warrants the accuracy of all the information provided to the CONTRACTOR. The CUSTOMER shall be responsible for, and the CONTRACTOR is relying upon the accuracy of, all representations, statements made and/or documents provided by the CUSTOMER in connection with the provisions of the Work and the CUSTOMER agrees to indemnify the CONTRACTOR against all claims, loss, damage, demands, costs (including legal and professional costs) and other expenses of any nature whatsoever incurred or suffered by the CONTRACTOR, or third parties including but not limited to sub-contractors, as a result of any inaccuracy or any such reliance.

6.3 The CUSTOMER shall not, without the prior written consent of the CONTRACTOR, at any time from the date of the Agreement to the expiry of twelve months after the last date of supply of the Work, solicit or entice away from the CONTRACTOR or its Affiliates or employ or attempt to employ any person who is, or has been, engaged as an employee of the CONTRACTOR or its Affiliates in the provision of the Work.

7. WARRANTIES

The warranties contained herein are expressly in lieu of all other warranties. All other warranties or representations whether statutory, express or implied are hereby expressly excluded, including but not limited to warranties of merchantability, satisfactory quality, fitness for a specific purpose, accuracy, quiet enjoyment or non-infringement of third-party rights.

7.1 Warranties with respect to Products:

7.1.1 CONTRACTOR shall, for a period of **twenty-four (24)** months (**twelve (12)** months for elastomer Products) from delivery of the defective Product(s) in question, repair or replace, at the CONTRACTOR's option, any Products which are defective due to faulty workmanship or faulty design of CONTRACTOR. CUSTOMER shall return any Products that it considers to be defective to the CONTRACTOR's facility in Nivelles (Belgium) (or other location as agreed) at the CUSTOMER's risk and expense. CONTRACTOR in its sole discretion may elect to make such repair or replacement at the Worksite. CONTRACTOR's liability shall be limited to repair or replacement of Products which are returned as aforementioned and which are determined by the CONTRACTOR to be defective as a result of CONTRACTOR's default. Re-delivery of the Products shall be at the CUSTOMER's risk and expense. If the CONTRACTOR fails to repair or replace defective Products to which this clause applies, the CONTRACTOR shall refund the price paid for such Products. The CUSTOMER shall be responsible for retrieving or removing defective items or any part thereof, or for reinstalling the same when repaired or replaced, or for any costs incurred in connection with such retrieval, removal or reinstallation.

7.1.2 In case of Products and parts not wholly manufactured by the CONTRACTOR, the CONTRACTOR's liability (if any) shall be limited to the extent of its recovery (less reasonable costs and expenses of such recovery) from the supplier of the same under the supplier's warranty to the CONTRACTOR.

7.1.3 The foregoing warranty and CONTRACTOR's obligations thereunder are expressly conditional upon the following:

- (a) The Products shall have been properly stored, installed, operated and maintained in accordance with sound engineering procedures, and any specifications, drawings, and instructions.
- (b) The Products shall not have been repaired or altered by anyone other than the CONTRACTOR.
- (c) The CUSTOMER must have notified the CONTRACTOR in writing, within the warranty period, specifying in detail the defect in the Products, together with the conditions of use at and leading up to the time of discovery of the defect.

7.2 Warranties with respect to Services

7.2.1 The CONTRACTOR warrants that the Services shall be performed with the care, diligence and skill of a reputable contractor experienced in the types of services to be provided under the Agreement. CUSTOMER shall notify the CONTRACTOR in writing of any deficiency in the Services prior to the commencement of demobilization of the CONTRACTOR from the Worksite. CONTRACTOR shall be given reasonable time to investigate the alleged deficiency in the Services notified and to commence corrective action. It is expressly agreed and recognized that the CONTRACTOR's liability shall be limited to non-payment for the deficient Services. Should CUSTOMER fail to notify CONTRACTOR as to any alleged deficiency within the time period stated above, CONTRACTOR shall not be liable for said alleged deficiency or any consequences thereof.

7.2.2 Notwithstanding the foregoing, it is agreed that the CONTRACTOR shall have no liability for deficient Services which are wholly or partly due to errors or omissions in the designs, specifications or instructions.

8. HOT TAPPING AND STOPPLE® PLUGGING

8.1 Among other activities, CONTRACTOR may provide Hot Tapping and STOPPLE® Plugging Equipment and the technical advisor in the operation of the CONTRACTOR Equipment only. CUSTOMER is responsible for providing all other equipment, supervision, and labour necessary to complete the Work to be undertaken, including general supervision, inspection, testing, control and safety, all welding and welding procedures, general labour equipment, tools to lift, move, connect and disconnect any of the Equipment, and safe scaffolding (all in conformity with applicable government and other regulations).

8.2 CONTRACTOR does not guarantee that the placement of the STOPPLE® plugging head(s) into the pipe system will provide a "WORKABLE" seal. In the event it is necessary for CONTRACTOR to remove the plugging head and replace a seal, such activity shall not be considered a delay of work at the Worksite.

8.3 In the normal course of providing hot tap and plugging Services, it is occasionally necessary to change a hot tap cutter due to damage and wear, and the same shall not be considered a delay of work at the Worksite.

8.4 CONTRACTOR does not guarantee that the coupon (the piece of pipe tapped out) will be retained, or that the process will not leave shavings in the pipeline. In either event CUSTOMER takes responsibility for the pipeline, any pipeline damage, Consequential Loss if the Pipeline is shut down, and removal of any coupon or shavings.

8.5 Availability of the Equipment and technicians are subject to prior commitments made by CONTRACTOR (or its Affiliates) before receipt of a firm start date from CUSTOMER or prior to the date of a request for a reschedule.

8.6 Unless otherwise indicated by the CUSTOMER, and agreed by CONTRACTOR in writing, all line stopping will be done at 90 degrees perpendicular to the main line being stopped. CUSTOMER shall ensure that the outlet will be at 12:00:00 o'clock position.

8.7 Any changes in the equipment orientation other than indicated above require CONTRACTOR'S prior written approval before changes are made at the worksite.

9. DEFECTIVE EQUIPMENT

9.1 If a failure or breakdown of the Equipment occurs after the delivery date, to the extent such failure results from the CONTRACTOR's negligence, CONTRACTOR shall repair or replace such Equipment at its own cost and expense.

9.2 CUSTOMER shall be responsible for all loss or damage to the Equipment from the date of departure from point of origin until the date of return to the CONTRACTOR. In the event of such loss or damage the CUSTOMER will, at its option, either (i) reimburse CONTRACTOR all costs incurred by CONTRACTOR to repair and restore the Equipment to its condition prior to being damaged, covering all costs of repair, including transportation, or (ii) pay CONTRACTOR an amount equal to the replacement cost of the Equipment. CUSTOMER shall continue to pay CONTRACTOR the Agreement rates until such time that the Equipment is either repaired or replaced, or until such time that CONTRACTOR receives the replacement cost of the Equipment.

9.3 CONTRACTOR shall repair or replace at the CONTRACTOR's option all Equipment which is defective as a result of the CONTRACTOR's negligence. Each item of the Equipment is provided as a separate unit and breakdown or stoppage of one or more items shall not affect the operational status of or requirement to pay for any other item.

9.4 CONTRACTOR's liability for defective Equipment shall be limited to non-payment of the rates applicable to the defective Equipment for the duration of interruption, commencing from when CONTRACTOR is notified or notifies the CUSTOMER of such defect.

10. PAYMENT

10.1 In consideration of the sale of Products and the provision of Services by CONTRACTOR, the CUSTOMER shall pay the prices set out in CONTRACTOR's payment terms or Quotation and/or invoices. In the event the Quotation is silent, the CUSTOMER shall pay the invoiced sums within **thirty (30)** days from the date of the relevant invoice.

10.2 All prices are exclusive of VAT and other charges, taxes, imposts or levies which shall be charged at the prevailing rate(s). The CUSTOMER shall, following the receipt of a valid invoice for such VAT, charges, taxes, imposts or levies pay to the CONTRACTOR a sum equal to the VAT, charge, tax, impost or levy chargeable in respect of the Work.

10.3 Any overdue invoiced sums which exceed the specified due dates as stated in CONTRACTOR's payment terms or Quotation and/or invoices shall be levied with a finance charge of **1.5%** over the base rate, from time to time, of the London Interbank Offered Rate ('LIBOR') or, if that is not available, another base rate selected by CONTRACTOR, which the parties hereby agree to be a fair assessment of loss caused thereby.

10.4 CONTRACTOR may suspend all Services and the delivery of Products without liability until payment has been made in full.

10.5 The supply of bid and/or performance bonds is excluded. CONTRACTOR will supply these bonds only when specifically stated in the body of the Quotation.

10.6 Where the Agreement specifies a minimum hire period for the Equipment which is not utilized for the agreed minimum hire period, CONTRACTOR will be entitled to invoice CUSTOMER and to be paid for the day rates associated with the Equipment for the minimum hire period.

10.7 The base price is a minimum charge for the number of days specified in the Quotation. Time on Worksite for calculating the base period and the additional days commences the day both technicians and the Equipment are on the Worksite, per the mutually agreed schedule, and ends when the Equipment leaves the relevant Worksite or CUSTOMER's custody. Any additional days the Equipment or technicians are on the Worksite will be paid by CUSTOMER at the applicable rate.

11. INTELLECTUAL PROPERTY

All Intellectual Property in the Work shall remain with CONTRACTOR. All Intellectual Property developed in whole or in part in the course of the performance of the Agreement shall belong solely to CONTRACTOR. If CONTRACTOR cannot be recognized as author or owner of those works and rights developed in whole or in part in the course of the performance of the Agreement, then those works, and rights are automatically assigned to the CONTRACTOR at their creation by this Agreement, and any moral rights in those works or rights are waived, without any further act being required. CUSTOMER shall assist CONTRACTOR in obtaining or enforcing Intellectual Property protection for or perfecting any available rights to the Intellectual Property in the Work, including the signing of any affidavits, patents or other applications and assignment documents.

12. CONFIDENTIALITY

12.1 Neither party shall, without the express written consent of the other, disclose any information reasonably identifiable as the confidential and proprietary information of the other party excluding any part of such proprietary information which: (a) is or becomes publicly available through no act or failure of the disclosing party; or (b) was or is rightfully acquired by the disclosing party from a source other than the other party prior to receipt from the other party; or (c) becomes independently available to the disclosing party as a matter of right.

12.2 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors comply with this clause.

13. CANCELLATION AND TERMINATION

13.1 Cancellation by the CUSTOMER shall carry the following charges:

(a) For Products, if cancellation occurs,

(i) prior to the commencement of engineering activities, the cancellation charge shall be 30% of the price of the Products set out in the Agreement;

(ii) upon commencement of engineering activities, the cancellation charge shall be 45% of the price of the Products set out in the Agreement;

(iii) after placing an order for raw materials by CONTRACTOR, the cancellation charge shall be 70% of the price of the Products set out in the Agreement; and

(iv) upon commencement of manufacturing activities by CONTRACTOR, the cancellation charge shall be 100% of the price of the Products set out in the Agreement.

(b) For Services, if cancellation occurs,

(i) prior to the mobilization of the Equipment and CONTRACTOR personnel to the Worksite, the cancellation charge shall be 35% of the price of the Services set out in the Agreement; and

(ii) on or after the mobilization date, the cancellation charge shall be 50% of the price of the Services set out in the Agreement.

13.2 The CONTRACTOR in its absolute and sole discretion may terminate the Agreement or any part thereof for any reason and at any time by giving 10 (ten) days' notice thereof to the CUSTOMER. If the Agreement is terminated pursuant to the terms of 13.2, payment to the CONTRACTOR shall be promptly made by the CUSTOMER on the portion of Work supplied up to and including the date of termination.

13.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately on giving notice to the other if: (a) the other party commits a breach of any of the material terms of this Agreement and (if such a breach is capable of remedy) fails to remedy that breach within thirty (30) calendar days of that party being notified in writing of the breach; or (b) the other party becomes insolvent or is placed under administration or receivership (or equivalent in any jurisdiction); or (c) steps are taken in connection with the winding up of that other party; or (d) the other party suspends or ceases or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.4 The CUSTOMER's right to possession of the Products shall terminate immediately in any circumstances falling under 13.3 above.

13.5 On termination of the obligations under the Agreement for any reason: (a) the CUSTOMER shall immediately pay to CONTRACTOR all of CONTRACTOR's outstanding unpaid invoices and interest (if any) and, in respect of Work supplied but for which no invoice has been submitted, CONTRACTOR may submit an invoice, which shall be payable immediately on receipt; (b) the CUSTOMER shall promptly return or procure the return all of the Equipment to the CONTRACTOR. If the CUSTOMER fails to do so, the CUSTOMER shall permit or procure permission for CONTRACTOR to enter the premises where the Equipment is kept and to enable the CONTRACTOR at the CUSTOMER's cost to take possession of the Equipment; and (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

14. LIABILITIES & INDEMNITIES

14.1 Notwithstanding any provision in this Agreement to the contrary, CONTRACTOR's and its Affiliates' maximum liability (when added together) for all claims brought in connection with this Agreement or in respect of its subject matter, whether such liability arises in contract, breach of legal duty, tort (including without limitation negligence), statute, in equity or otherwise, shall be limited to and shall never in aggregate exceed one hundred percent (100%) of the Agreement price or € 250,000, whichever is lower ('Limitation of Liability'). The Limitation of Liability is correspondingly reduced by any amounts paid to CUSTOMER by CONTRACTOR's insurance carriers.

14.2 CUSTOMER is responsible for any pollution emanating from any equipment or from the line. CUSTOMER shall be liable at all times for all costs and claims on account of all pollution or contamination in any way connected with the flow of oil, gas, water or other substances, hazardous substances, or items or equipment (including the Equipment) in the possession or control of CUSTOMER or associated with CUSTOMER's (or end customer's) equipment or facilities; accordingly, CUSTOMER shall defend, indemnify and hold harmless CONTRACTOR from all costs and claims arising out of the Work, regardless of the fault or negligence, whether sole, joint, concurrent, active, passive or otherwise, of CONTRACTOR or its Affiliates howsoever arising, related to pollution or contamination. CUSTOMER shall be responsible for any Emergency Response Plan required by the Work.

14.3 Notwithstanding anything to the contrary, neither party is liable to the other under this Agreement, or in respect of its subject matter whether such liability arises in contract, breach of any legal duty, tort (including without limitation negligence), statute, in equity or otherwise, for Consequential Loss, irrespective of cause including default, negligence or breach of duty (statutory or otherwise).

14.4 The CONTRACTOR shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or misconduct of the CUSTOMER or by breach by the CUSTOMER of its obligations under this Agreement.

14.5 Nothing in this Agreement shall be construed to limit or exclude either party's liability for any matter which, by law, may not be excluded or limited such as death or personal injury caused by its negligence

15. FORCE MAJEURE

The CONTRACTOR shall not be liable for any failure under this Agreement if it is prevented from or delayed in the fulfilment of its obligations due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, imposition of sanctions, embargo, compliance with any law applicable to it or its Affiliates, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, extreme adverse weather conditions, lock-outs, strikes, inability to gain access to any Worksite which is not attributable to it or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. If the event in question continues for 90 days or more, the CONTRACTOR shall be entitled to give notice in writing to the CUSTOMER to terminate the contract

16. DISPUTE RESOLUTION

16.1 If a dispute, controversy or claim arises between the parties concerning any matter arising under this Agreement ("Dispute") then either party may deliver by hand or send by certified mail to the other party's representative a notice of Dispute in writing identifying and providing details of the Dispute, as soon as practicable after the event giving rise to the Dispute.

16.2 Written notice of any Dispute must be given to the other party. That notice must: (i) set out the facts on which the claim is based; (ii) annex copies of correspondence and any relevant background material; and (iii) contain detailed particulars of the quantification of the claim.

16.3 Any party claiming that a Dispute in connection with this Agreement has arisen ("Claimant") must

(a) give notice to the other party ("Notified Party") identifying such Dispute and designating its representative in negotiations being a senior officer of the party with authority to settle the matter and the other party will promptly give notice designating its representative in negotiation with similar authority;

(b) The parties agree that the resolution of any disagreement will escalate up the management chain in a timely manner and in the event that the issue is not resolved within fourteen (14) days and, in Good Faith, it will be referred to senior officers for determination;

(c) The senior officers of each party will meet to seek to resolve the matter in Good Faith, within thirty (30) days of the receipt by the Notified Party of the notice described above;

(d) If the Dispute is not resolved in writing by the senior officers within such thirty (30) day period, any party may commence legal proceedings;

(e) Good Faith means that the parties will act in good faith towards each other and in a spirit of mutual trust and cooperation in the performance of their contractual obligations.

16.4 Service of the notices under, and compliance with the process outlined in this clause 17 are conditions precedent to the commencement of any litigation in respect of a Dispute.

16.5 Notwithstanding the existence of the Dispute, each party must continue to perform its obligations under this Agreement. The existence of a Dispute will not prejudice the CONTRACTOR's right to terminate this Agreement for any reason.

17. GOVERNING LAW AND JURISDICTION

17.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the Belgian laws.

17.2 In the absence of any agreement being reached on a Dispute under clause 16 above, the Dispute shall be referred at the court of Turnhout and the language of the arbitration shall be in Dutch.

18. COMPLIANCE

18.1 CUSTOMER and CONTRACTOR each represent that it has not made, and will not make, payments to third parties which are illegal under the laws of any applicable jurisdiction, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and/or any national implementations of the OECD Convention against Corruption, the Council of Europe Criminal Law Convention and the Council of Europe Civil Law Convention.

18.2 CUSTOMER agrees that it will not use or disclose any Personal Data supplied to it in connection with this Agreement for any purpose other than to fulfil the terms of this Agreement. CUSTOMER agrees to store any Personal Data supplied to it in connection with this Agreement in a safe and secure manner that only allows for access by persons needing access to the data in connection with this Agreement. CUSTOMER agrees to destroy any Personal Data supplied to it in connection with this Agreement at a time when that information is no longer needed to fulfil any commitments in connection with this Agreement.

18.3 Any breach of this clause 19 shall be a material breach of the Agreement. CUSTOMER shall fully indemnify and hold harmless CONTRACTOR and its Affiliates against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings in connection with any failure by CUSTOMER to perform its obligations and duties in accordance with applicable laws and this Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to this Agreement, either written or oral. The CUSTOMER acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the CONTRACTOR which is not set out in this Agreement.

20. ASSIGNMENT

Either party may assign this Agreement or any part of it or any benefit or interest in or under it to an Affiliate of the party wishing to assign provided that any such assignment or subletting shall (i) not increase the burden of the CONTRACTOR's obligations under this Agreement nor restrict or otherwise prejudice CONTRACTOR's recovery or prospects of recovery of any amounts due to it under this Agreement, and (ii) in the case of assignment or subletting by the CUSTOMER, require the CONTRACTOR's prior written consent.

21. INVALIDITY/SEVERABILITY

If any provision of this Agreement shall be found by any dispute resolution body or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

22. SURVIVAL

All representations, warranties, undertakings, rights and obligations of the parties which by their nature survive after the termination of this Agreement, including, but not limited to, liability to pay sums due, indemnity, liability and confidentiality provisions shall survive, even if this Agreement is terminated.