

1 GENERAL PROVISIONS

1.1 Every contract of sale between Kelvin Hughes Limited trading as HENSOLDT UK, whose principal place of business is located at Voltage, Mollison Avenue, Enfield EN3 7XQ, United Kingdom (HENSOLDT) and persons contracting with HENSOLDT ("Purchaser"), whether by direct order or by acceptance of a quotation, and every contract to install or service Supplies by HENSOLDT is subject to these terms and conditions.

1.2 General terms and conditions of the Purchaser are not accepted and any term or condition in any printed or electronic form of Purchaser, including but not limited to, any order, confirmation or other document, which is in any way inconsistent with these General Terms and Conditions of Sale is hereby expressly rejected and HENSOLDT's acceptance of any offer or order of Purchaser is made in reliance on Purchaser's assent to all terms and conditions hereof.

1.3 Partial deliveries by HENSOLDT are permissible insofar as they are reasonable for the Purchaser.

1.4 It is expressly understood and agreed that HENSOLDT may use subcontractors and/or suppliers for the performance of its obligations under the contract at its own discretion.

2 FORMATION OF CONTRACT

2.1 Offers made by HENSOLDT are non-binding and constitute an invitation to the Purchaser to place an order with HENSOLDT.

2.2 An order placed by the Purchaser constitutes a binding offer which HENSOLDT is free to accept by way of written order confirmation. The agreement takes effect upon receipt by the Purchaser of such order confirmation.

2.3 Nature and scope of the Deliveries to be provided by HENSOLDT, e.g. the works to be produced and/or the goods to be delivered and/or the services to be provided shall be as per the order confirmation and any related technical specifications.

2.4 In case of an offer explicitly marked by HENSOLDT as binding, the contract shall come into force upon receipt by HENSOLDT of the Purchaser's written acceptance of the binding offer. Under no circumstances shall any conflicting or additional, disclaiming terms in Purchaser's written acceptance be binding on HENSOLDT.

2.5 Unless provided otherwise, the INCOTERMS 2020 – including any amendments that are effective at the time of the formation of the contract – shall apply with regard to the interpretation of customary trade terms. Purchaser knows and is in possession of the current valid version of the INCOTERMS 2020 and therefore the parties do not consider it necessary to attach the INCOTERMS to these General Terms and Conditions of Sale.

3 SCOPE

3.1 The scope, quantities, specifications, delivery period and price of the Deliveries are set forth in HENSOLDT's order confirmation, commercial proposal or binding offer. In absence of any specific requirement, the Deliveries shall adhere to the specifications generally applicable to similar goods or services provided by HENSOLDT.

3.2 Any documentation provided or made available by HENSOLDT to the Purchaser prior to the formation of the contract, such as drawings, sketches, indications of weight or dimensions, calculations, etc. shall not become part of the contract unless expressly included in the contract by HENSOLDT in the order confirmation/the binding offer.

3.3 HENSOLDT reserves the right to change the technical concept on which the Deliveries are based even after contract formation, provided that the contractually agreed quality and specification of the Deliveries are not negatively affected thereby, there is a valid reason for such change

4 PRICES

4.1 The prices of HENSOLDT are set forth in the order confirmation pursuant to clause 2.2, commercial proposal or in the binding offer pursuant to clause 2.4. Unless otherwise indicated the prices quoted are EXW Enfield, exclusive of VAT (if any), installation, and additional labour.

4.2 Prices quoted will be based upon the exchange rates prevailing, at the date of quotation. HENSOLDT reserves the right to adjust prices, to reflect any adverse currency movements between the date of quotation and the date of shipment.

4.3 Tariffs, consular fees and other taxes, charges, fees, etc. charged under foreign regulations, as well as costs in connection with the aforementioned, shall be borne by the Purchaser.

4.4 HENSOLDT ensures compliance with foreign regulations on packaging, weighing and tariffs, provided that the Purchaser provides exact written information in this regard without undue delay. Any additional costs that accrue due to delayed information shall be borne by the Purchaser.

4.5 If there is a period of more than three months between the formation of the contract and the supply of the Deliveries and if, during this time, the cost factors for manufacturing and/or supplying the Deliveries increase, HENSOLDT is entitled to charge the Purchaser the thus increased prices.

5 TERMS OF PAYMENT

5.1 The Purchaser shall make all payments in Pound Sterling, or such other currency as the parties may agree in writing, on or before the due date in immediately available funds without set-off or counterclaim and free and clear of all taxes, deductions, withholdings and other charges of whatever nature

5.2 Unless subject to prior written agreement on credit terms, payment will be made:

5.3 for Supplies, against an agreed letter of credit.

5.4 for Service Work, within 30 days from the date of invoice

5.5 Payment Milestones

5.5.1 30% of contract value payable following Contract Award against HENSOLDT order acceptance;

5.5.2 For goods 100% of goods value, less 30% down payment, at delivery payable against HENSOLDT Invoice and HENSOLDT Certificate of Conformance.

5.5.3 For services 100% of services value, less 30% down payment upon completion of the service, payable against HENSOLDT invoice and HENSOLDT relating Certification.

5.6 In the event that the delivery is delayed for reasons for which the Purchaser is responsible, the delivery is deemed made upon notice by HENSOLDT of it being prepared for shipment.

5.7 Payment terms are deemed met if the purchase price has been received by HENSOLDT within the agreed time period into the account designated by HENSOLDT in the respective invoice.

5.8 If the Purchaser is in default of payment, HENSOLDT is entitled to claim default interest at a rate of 9 % p.a. above Bank of England base interest rate as amended from time to time. In addition, HENSOLDT is entitled to claim higher interest payments on a different legal basis and/or to make a claim for any other loss.

5.9 The Purchaser shall not be entitled to declare any setoffs with counterclaims, unless such counterclaims are undisputed or have been upheld and declared un-appealable by a court of law.

5.10 If, following formation of the contract, the economic status of the Purchaser significantly deteriorates or circumstances become known to HENSOLDT as a result of which HENSOLDT has valid reason to believe that the claim for remuneration is endangered, HENSOLDT is entitled to reject the performance of its own contractual obligations until such time as the Purchaser has either fulfilled its obligations under such contract or has provided appropriate security for such obligations.

5.11 Without prejudice to clause 5.11, a delay or failure to pay shall also entitle HENSOLDT to, all rights and actions reserved, set a reasonable grace period within which the Purchaser must, reciprocally and simultaneously in exchange for performance by HENSOLDT, at the Purchaser's discretion either fulfil its obligations under the contract or provide security. Following an unsuccessful expiry of such grace period HENSOLDT may withdraw from the contract.

6 DELIVERY TIMES AND TERMS OF DELIVERY

6.1 Dates given for delivery are approximate only and the Seller shall not be liable for any loss or damage resulting from delay unless the delay: (a) is of an unreasonable length; and (b) is caused by circumstances other than those mentioned in clause 13 and clause 15

6.2 Unless otherwise contractually agreed, all deliveries are made EXW Enfield (INCOTERMS 2020). If any transport damage must be notified by the Purchaser to HENSOLDT and the shipment company in writing immediately upon receipt of the Deliveries.

6.3 HENSOLDT's obligation to comply with the agreed Delivery Times requires the timely and proper performance of all contractual cooperation obligations by the Purchaser at the Purchaser's expense, i.e. in particular the provision of all required documentation, permits, authorizations, licenses and clearances in relation to the Deliveries (and their installation) as well as the provision of the facilities, construction materials, raw materials and ancillary materials, tools, skilled staff and support staff, energy, water, light and heating supply, other connections as well as protective garments and protective devices required for supplying the Deliveries. In the event that there is a delay in the performance by the Purchaser of its obligations to cooperate, the Delivery Times for HENSOLDT are deferred by a reasonable period of time which shall be not less than the duration of the delay. The Purchaser shall reimburse HENSOLDT for any damages, costs and expenses that HENSOLDT incurred due to the Purchaser's delayed or improper performance of its contractual obligations.

6.4 If, upon request by the Purchaser, the Delivery Time is deferred beyond the agreed delivery date, HENSOLDT will charge the Purchaser for the storage costs incurred beginning with the expiry of the original Delivery Time; in the event of storage in HENSOLDT's factory, this shall be an amount equal to 0.5 % of the total invoice amount for each week of storage or part thereof. The Purchaser is free to prove that HENSOLDT has incurred fewer or no costs as a result of the storage.

6.5 The Purchaser may not refuse to take or accept Deliveries due to minor defects.

7 PASSING OF RISK

7.1 The risk shall pass to the Purchaser once the Deliveries have left HENSOLDT's factory; this shall apply even if partial deliveries are made – in which case the risk shall pass to the Purchaser for the part in question – or if HENSOLDT has taken on other commitments, e.g. the delivery, installation, assembly or payment of the shipping costs.

7.2 If the shipping of the Deliveries is delayed for reasons that HENSOLDT is not responsible for, or if the Purchaser is in default of acceptance for any other reason, then the risk passes to the Purchaser as soon as the delay commences. HENSOLDT is entitled to store the items to be delivered and take out insurance against storage risks at the expense of the Purchaser.

7.3 If the Purchaser is in default with accepting Deliveries or if the Purchaser returns the items delivered without being entitled to do so, HENSOLDT may claim damages

7.4 If the Deliveries include Controlled Goods (Any Deliveries which are subject to prior UK government authorisation) and the applicable INCOTERM does not require HENSOLDT to effect delivery outside the United Kingdom, it will be the Purchaser's responsibility to apply for any export/import licencing authorisations.

7.5 The foregoing provisions shall not apply if pricing terms have been agreed in relation to which the INCOTERMS 2020, including any amendments that are effective at the time of the formation of the contract, provide for a different rule on the passing of risk.

8 INSTALLATION AND SERVICING

Unless otherwise agreed in writing, the following shall apply in relation to installation and servicing:

8.1 The Purchaser shall, at its expense, take on and provide the following in good time:

8.1.1 In addition to its obligations pursuant to clause 6.3, at the Purchaser's premises or vessel or on a third party's premises or vessel, adequately sized, suitable, dry and lockable rooms for the storage of equipment, materials, tools, etc. and suitable work and break rooms including sanitary facilities appropriate in the circumstances for Hensoldt staff; apart from that, in order to protect the possessions of HENSOLDT staff at the installation or servicing site, the Purchaser shall take the same measures it would take to protect its own possessions;

8.1.2 Protective clothing and protective devices that are necessary due to the prevailing circumstances at the installation and servicing site.

8.1.3 Prior to commencement of the work, the Purchaser shall make available, of its own accord, the necessary information regarding the location of electric power lines, gas and water pipes or similar installations, even of those that are concealed, as well as the necessary structural data.

8.1.4 Prior to commencement of the work, the provisions and equipment necessary for the commencement of the work must be available at the installation and servicing site and all preparatory work must have advanced to such a degree as to allow the work to commence as agreed and be carried out without interruption. Access roads and the installation and servicing site must have been levelled and cleared.

8.2 If the work is delayed due to reasons attributable to Purchaser, Purchaser shall bear the reasonable costs for any waiting times and necessary additional journeys by staff of HENSOLDT and HENSOLDT's vicarious agents.

8.3 If, upon completion, HENSOLDT requests acceptance of the Deliveries, the Purchaser shall undertake this within two weeks. If the Purchaser allows a period of two weeks to elapse or if the Deliveries have been put to use – if applicable, after an agreed test phase has expired – acceptance shall be deemed to have occurred.

8.4 In case of non-passing an acceptance test, only the failed test cases shall be repeated.

8.5 The Purchaser shall not be entitled to withhold acceptance for:

- (a) minor deviation or deficiencies which do not materially affect the functioning of the Deliveries; or
- (b) defective installation not carried out by HENSOLDT and/or its subcontractors.

9 EQUIPMENT PROVIDED BY THE PURCHASER

9.1 The Purchaser shall provide HENSOLDT with all equipment, items, information, etc. necessary for the performance of the contract and at its own expense in a timely manner and free of any faults.

10 RETENTION OF TITLE

10.1 Unless otherwise agreed, the Deliveries remain the property of HENSOLDT until the complete fulfilment of all payment obligations. The Purchaser is not entitled to pledge the Deliveries or transfer title therein for the purpose of security. If a third party nevertheless acquires any rights in the Deliveries, the Purchaser hereby assigns in advance any and all rights resulting therefrom to HENSOLDT. HENSOLDT hereby accepts such assignment. The Purchaser shall immediately notify HENSOLDT, in relation to the Deliveries, there has been a pledge, an attachment or any other disposition on the part of a third party.

10.2 The Purchaser shall exercise due care in handling the Deliveries that are subject to retention of title and shall properly maintain them. In particular, the Purchaser shall insure them at its own expense against fire and water damage, other damage, theft and destruction in an amount equal to their replacement value. The Purchaser hereby assigns in advance any and all claims under the insurance contract to HENSOLDT. HENSOLDT hereby accepts such assignment. HENSOLDT is entitled to request that the Purchaser provide appropriate documentation evidencing the existence of the insurance coverage.

10.3 The Purchaser is entitled to resell the Deliveries supplied by HENSOLDT in the ordinary course of business. Any claims arising from such resale of Deliveries are hereby assigned by the Purchaser in advance to HENSOLDT. HENSOLDT hereby accepts such assignment. However, the assignment shall only apply up to an amount equal to the value of the resold Deliveries as invoiced by HENSOLDT. The part of the claim assigned to HENSOLDT has priority over and above the remainder of the claim.

10.4 As long as the Purchaser complies with its contractual obligations vis-à-vis HENSOLDT in the proper form, the Purchaser shall be entitled to collect the claims that have been assigned to HENSOLDT for the purpose of security. Upon request of HENSOLDT, the Purchaser shall disclose the retention of title to the third-party buyer and to hand over any documentation necessary for HENSOLDT to assert its claims and to provide any necessary information. All costs related to the collection of the claims by HENSOLDT and to possible interventions shall be borne by the Purchaser.

10.5 In the event that the Purchaser is in default with all or part of its payment obligations for more than fourteen (14) days and has been notified thereof inclusive HENSOLDT's potential right to withdraw from the contract, or if an application for insolvency proceedings has been made or should have been made, HENSOLDT is entitled to withdraw from the contract and to claim that all Deliveries still subject to retention of title be returned and to immediately take possession of such Deliveries. HENSOLDT may also immediately assert its further rights under the retention of title; the same applies in the event of any other material deterioration of the economic circumstances of the Purchaser. The Purchaser shall grant access to all of its business premises to HENSOLDT or its appointees during normal business hours. HENSOLDT is entitled to remove the Deliveries.

10.6 In the event that the Purchaser processes the Deliveries or transforms or combines these with other items, such processing, transformation or combination shall occur for the benefit of HENSOLDT. HENSOLDT shall become the direct owner of the items resulting from such processing, transformation or combination. Should this be impossible for legal reasons, HENSOLDT and the Purchaser agree that HENSOLDT shall at all times of the processing, transformation or combination become the owner of the new item. The Purchaser shall store the new item for HENSOLDT while exercising the diligence of a prudent businessman. The item created by way of processing, transformation or combination shall be subject to retention of title.

10.7 If the retention of title in the aforementioned form is not valid according to the laws of the country of destination, the Purchaser shall cooperate to ensure the establishment of an equivalent security interest according to the provisions of said country in favour of HENSOLDT.

11 PURCHASER'S REMEDIES IN CASE OF DEFECTIVE DELIVERIES

11.1 HENSOLDT warrants that it will perform services where required with reasonable care and skill and that deliveries and/or goods shall correspond with their contractually agreed specification at the time of delivery and will be free from defects in material and workmanship under normal use and service. All other warranties, conditions or terms implied by statute or law are excluded.

11.2 In order to determine any defects, the Purchaser shall examine the Deliveries immediately upon delivery and, if an obvious defect is present, shall notify HENSOLDT thereof in writing within one week. Any obvious defects of the Deliveries shall be immediately upon discovery notified in writing by the Purchaser to HENSOLDT, and in any event no later than seven (7) days following discovery, following which, the Deliveries are deemed accepted.

11.3 The Purchaser shall have no rights in relation to such defects that are, for example,
(a) arising from any drawing, design or specification supplied by Purchaser; or
(b) caused by fair wear and tear; or
(c) caused by improper storage, operation, maintenance or excessive use of the Deliveries, or as a result of the use of unsuitable means of operation, construction work and building ground, or from improper modifications or repair works or from the damaging of seals of the Deliveries; or
(d) caused by the failure to follow HENSOLDT's instructions (whether oral or in writing); or
(e) occurred otherwise as a result of a violation of contractual provisions and product specifications by the Purchaser or by a third party; or
(f) where the Deliveries consist of software: non-reproducible software errors.

11.4 Any warranty claims of the Purchaser for defects of the deliveries and/or goods shall become time-bound one (1) year after the delivery of the item.

11.5 The warranty rights of the Purchaser for defective services shall become time-barred six months after performance of such services.

11.6 Replacement or repair of Deliveries due to defects shall not result in an extension of the statute of limitation.

11.7 Unless otherwise agreed, HENSOLDT's obligation to supply the Deliveries free from any industrial property rights and third-party copyrights (hereinafter referred to as "Intellectual Property Rights") shall be limited to the country of delivery. If a third party asserts any legitimate claims against the Purchaser for the infringement of Intellectual Property Rights by the Deliveries, HENSOLDT shall be obliged within the time limit set out in clause 11.4, at its expense, to remedy this defect in title by creating a condition which no longer infringes the Intellectual Property Rights. HENSOLDT shall be granted a reasonable period of time to effect this. If this is impossible for HENSOLDT under reasonable conditions, the Purchaser shall have the statutory rights of withdrawal or payment reduction. The liability pursuant to clause 11.7 only applies, however, if the Purchaser immediately notifies

HENSOLDT of such claims in writing, if it does not acknowledge them, HENSOLDT retains the right to carry out all defensive measures and negotiations. Claims of the Purchaser shall be excluded if it is responsible for the infringement of Intellectual Property Rights or has caused such infringement by giving specific instructions or by using the Deliveries in a way that had not been agreed or that lies outside the intended use, or if it has caused such infringement by modifying the Deliveries or using them together with products that have not been supplied by HENSOLDT.

To the extent that a third party makes a claim of infringement against HENSOLDT based on the exceptions specified above, the Purchaser shall indemnify HENSOLDT in respect of any costs, losses or damages arising out of such action, subject to immediate information in writing of the Purchaser by HENSOLDT of such claim and the Purchaser's right to remedy this defect in title by creating a condition which no longer infringes the Intellectual Property Rights.

11.8 In the event of other defects in title the provisions in clause 11 shall apply mutatis mutandis.

11.9 In the event that software that is included in the Deliveries contains third party components which HENSOLDT has licensed under generally used "open source" license terms, the terms of the contract shall apply to those components to the extent that they do not conflict with the "open source" license terms. If necessary, the Purchaser agrees to sign a license agreement with the licensor of such software.

11.10 Any more extensive or different claims than those under this clause 11, which may be brought by the Purchaser against HENSOLDT or HENSOLDT's supplier, sub-contractors or agents and which may be based on a defect, shall be excluded. Clause 13 applies.

12 INTELLECTUAL PROPERTY

12.1 Notwithstanding the Purchaser's rights under this contract, all rights, titles and interests in and to all "Intellectual Property Rights" (which means (a) patents, utility models and industrial designs, and all applications and registrations thereof, (b) all copyrights including software in object and source code, (c) all trade secrets, inventions, know-how and technical data) of whatever nature arising out of or related to the Deliveries vest in, and shall be the sole and exclusive property of HENSOLDT or its third party licensor, whether or not specifically recognized, registered or finalised under the applicable law.

12.2 HENSOLDT shall grant the Purchaser a limited, non-exclusive, non-transferable, royalty-free right to use such Intellectual Property Rights to the extent required for complying with the purpose of the contract as well as for the maintenance of the Deliveries. Unauthorized copying shall be strictly prohibited, however, subject to permission, reasonable back-up copies of each user-loadable program and any related update or revision in order to replace an authorised existing copy may be made. The Purchaser will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any Deliveries, unless otherwise ruled by the mandatory provisions of law.

12.3 For COTS ("Commercial-Off-The-Shelf") items the licensing conditions of the COTS licensors shall prevail.

13 13. Liability

13.1 Hensoldt is liable for ordinary negligence – except in the case of injury to life, limb or health – only if material contractual obligations are breached with liability being limited to damage that is foreseeable and typical for the contract in question at the time of performance. Material contractual obligations are deemed to be such obligations whose fulfilment is crucial for the proper performance of the contract and on the fulfilment of which the Purchaser will and may rely on as a matter of course.

13.2 Liability under clause 13.1 is limited to an amount not exceeding 20 % of the net contract price for all events of damage in the aggregate arising out of or related to the contract. In case of Deliveries where the contract price is calculated on an annual basis, the liability shall not exceed 10% (ten percent) of the net contract price for the preceding twelve calendar months calculated from the date of the relevant event.

13.3 Subject to clause 13.5, any liability for business interruption, production downtime, substitute procurement, removal and reinstallation costs, loss of use, loss of good will, loss of revenue or profit, loss of savings, regardless of whether or not such damages are considered direct or indirect, and for any indirect, consequential and/or unforeseeable damage is excluded.

13.4 Any further liability other than that provided in these General Terms and Conditions of Sale is excluded, regardless of the legal basis of such claim.

13.5 The limitations and exclusions of liability pursuant to clauses 13.1, 13.2, 13.3 and 13.4 shall not apply to any mandatory liability prescribed by statute, wilful misconduct or to any liability under a guarantee given irrespective of the party at fault.

13.6 If the liability of HENSOLDT is excluded or limited pursuant to clauses 13.1, 13.2, 13.3 and 13.4, this also applies to the personal liability of HENSOLDT's employees, staff members, representatives, suppliers, sub-contractors and agents.

14 RESERVATION OF PERFORMANCE, RIGHT TO WITHDRAW

14.1 The performance of the contract shall be subject to the reservation that there are no impediments as a result of English, German, US or other applicable national or international provisions under foreign trade legislation and no embargoes or other sanctions.

14.2 The Purchaser shall procure all information and documents necessary for the export, shipment and/or import of the Deliveries.

14.3 Furthermore, the Purchaser agrees not to export or re-export, as the case may be, any Deliveries (including any hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision and including any kind of technical support) to any other country without obtaining the necessary licenses and permits that may be required under any applicable legislation. HENSOLDT shall be entitled to withdraw from the contract if the Purchaser is in violation of applicable rules and regulations

15 FORCE MAJEURE

15.1 Subject to clause 15.3, neither of the parties shall be liable to the other for any delay or non-performance of its obligations under these terms and conditions arising from any cause or causes beyond its reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, accident to (or breakdown of) plant or machinery, shortage of any material, labour, transport, electricity or other supply, or regulatory intervention including but not limited to prohibition of export or application of sanctions.

15.2 Subject to the party so delaying promptly notifying the other party in writing of the cause and the likely duration of the delay and provided that the party shall use reasonable endeavours to limit the effect of such event on the other party, the performance of the delaying party's obligations to the extent affected by the delay shall be suspended during the period that the cause persists, provided that if an agreement is not reached to extend the term for performance of the delaying party's obligations the non-delaying party may by written notice terminate any contract of sale to which these terms and conditions relate.

15.3 Nothing in this clause shall affect the Buyer's obligation to make payments under clause 5

16 CONFIDENTIALITY

16.1 Each party shall keep in confidence all material and information (including the documentation as per Clause 3.2) received from the other party, and marked as confidential or which should be understood to be confidential, and shall not disclose it to third parties or use it for any other purposes than those set out in the offer or the ensuing contract, without the prior written permission of the disclosing party. Each party will use the confidential information at its own risk.

16.2 The foregoing confidentiality obligation shall not apply to confidential information which. (i) is, or subsequently becomes, legally and publicly available without any breach by it of this contract; or (ii) was rightfully in possession of, or known to, the receiving party, which can be demonstrated by the receiving party's internal documents; or (iii) is rightfully obtained by the receiving party from a third party, without any obligation of confidentiality; or (iv) is independently developed by the receiving party without access to or use of the confidential information; (v) is disclosed by the receiving party without written approval of the disclosing party; (vi) is required to be disclosed pursuant to applicable law or the decision of a competent court or government agency, whereupon the receiving party shall promptly inform the disclosing party of this requirement in any case before any confidential information is disclosed, so that a protective order or other appropriate remedy may be sought. Any disclosure needs to be limited to such confidential information to which the mandatory disclosure requirement applies.

16.3 Each party may disclose confidential information to its subsidiaries and "Affiliates" (affiliated companies within the same Parent Company) engaged in the performance of the contract but only to the extent that such affiliate has a need to know for carrying out the contract.

16.4 Each party shall limit disclosure of confidential information to individuals within its own organization, including its subsidiaries and Affiliates, to external counsels, service providers or to advisors on a "need to know" basis only and provided that such recipient has taken any necessary measures to ensure compliance with the undertakings of this contract. Disclosure to external service providers shall be limited to the extent necessary to enable them to provide their services. The receiving party shall in no event use a lower degree of care in safeguarding the disclosing party's information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care.

16.5 The obligations set forth in this Clause 15 shall bind the parties for a period of five years from the date of disclosure of confidential information and such obligation shall survive the termination or expiration of the offer or the ensuing contract.

17 APPLICABLE LAW AND PLACE OF JURISDICTION

17.1 The construction, validity and performance of these terms and conditions and matters pertaining thereto shall be governed in all respects by English law.

17.2 The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this contract through negotiations. If the dispute cannot be settled amicably within fourteen (14) working days from the date on which either party has served written notice on the other of the dispute then the provisions Clause 17.3 shall apply..

17.3 In the event of a dispute between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms of this contract, such matter or matters in dispute shall be finally settled: -

- a) under the Rules of Conciliation and Arbitration of the International Chamber of Commerce;
- b) by three arbitrators, one appointed by each Party, and the third, who shall be the chairman, selected by the two appointed arbitrators and failing agreement by the Chairman of the International Chamber of Commerce;
- c) the language of the arbitration shall be English; and
- d) the place of the arbitration shall be London.

17.4 No payment due or payable by either party shall be withheld on account of a dispute or claim pending negotiation or reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute..

18 Miscellaneous

18.1 Any amendments to or modifications of the contract or any ancillary agreements must be made in the written form and signed by duly authorized representatives of the parties in order to be legally effective. The same shall apply to a waiver of this written form requirement.

18.2 Should any of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected. The parties shall immediately replace the invalid provision by such valid provision which, in factual, legal and economic terms, most closely reflects the General Terms and Conditions of Sale in their entirety and the contractual arrangements.