

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF SERVICES (2018-1 STANDARD)

BUSINESS UNIT INDUSTRIAL AUTOMATION OIL, GAS & CHEMICALS (BU IAOGC)

1. GENERAL PROVISIONS

1.1 Definitions

Affiliate means a company having control over a Party, or any company being controlled by a Party, or by a company that controls a Party. For the purpose of this Article "control" shall mean ownership of more than fifty per cent (50 %) of the shares and voting stock of the relevant company.

Client means Company's customer or entity identified as Client in the Contract and/or Purchase Order.

Company means the ABB entity ordering Services from Contractor.

Company Group means Company, Client, their Affiliates, Company's contractors (except Contractor Group) and their contractors, and the employees of the aforementioned entities.

Contract means Company's purchase contract if drawn up, these General Terms and Conditions of Purchase, Company's Purchase Order, all appendices listed in the Purchase Order or purchase contract, and other documents made part of this Contract by special reference. In case of contradiction, the documents of the Contract shall apply in the order of precedence as stated above.

Contractor means the entity identified as Contractor in the Purchase Order and/or agreement format.

Contractor Group means Contractor, its Affiliates, its subcontractors and their contractors and the employees of the aforementioned entities, all to the extent they participate in the performance of the Services.

Day means a consecutive calendar day unless otherwise stated.

Party means Company or Contractor.

Personal Data means any data or information of an identified or identifiable natural person.

Price means the total amount to be paid to Contractor for the Services in accordance with the Purchase Order and variation orders made in accordance with this Contract.

Purchase Order means the document or electronic order issued by Company to create an obligation according to this Contract.

Services means all services to be performed by Contractor pursuant to this Contract. Services also include deliverables such as documentation, results, consumables and/or materials to be delivered as part of the Services.

- 1.2 Each Party shall appoint a representative with authority to act on its behalf in all matters concerning the Contract. All notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by letter, fax or confirmed electronic mail to the other Party's appointed representative.

2. GENERAL OBLIGATIONS OF CONTRACTOR

- 2.1 Contractor shall perform the Services with the degree of skill, care, diligence and good judgement normally exercised by recognized firms performing work of the same or similar nature. The Services shall in all respects meet the specifications of the Contract, and shall in addition be of high quality, incorporating first class workmanship and shall be fit for its intended purpose.

- 2.2 Contractor shall keep himself informed of and comply with:
- applicable laws and regulations;
 - requirements of certifying agencies and authorities having jurisdiction; and
 - applicable trade union and wage agreements.

- 2.3 Contractor shall obtain and maintain all official permits necessary to perform the Services, and shall whenever requested by Company produce documentation showing that necessary permits have been obtained.

- 2.4 Contractor shall have an implemented and documented quality system according to the ISO 9001 series or a corresponding system. In addition, Contractor shall establish and implement a HSE management system according to ISO 10005 and OHSAS 18001 series or a corresponding system. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, audits at Contractor's and any subcontractor's site.

- 2.5 When Company in its reasonable opinion holds that there are quality related issues on the part of Contractor, Company will notify Contractor thereof. Notwithstanding any other remedies available to Company under the Contract, at law or otherwise, Company may instruct Contractor to undertake at Contractor's risk and expense an analysis into the root cause(s) of the quality related issues; such analysis being undertaken and reported to Company without undue delay and at the latest within 10 Days of the notification of the quality related issue(s). Company reserves the right to undertake an audit of Contractor based on the results of the root cause analysis or where Contractor fails to comply with this Article.

- 2.6 Contractor shall comply with the standards of the ICC charter on sustainable development. Furthermore, Contractor shall establish and implement an environmental management system according to the ISO 14001 or a corresponding system. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, audits at Contractor's and any subcontractor's site.

- 2.7 Company shall not be deemed to be the employer of Contractor's personnel, even if such personnel are to perform all or parts of the Services in co-operation with Company.

- 2.8 Contractor shall, at its own expense, immediately replace personnel who in Company's sole opinion conduct themselves in an improper manner or are unsuitable to perform the Services.

- 2.9 Contractor shall search for faults, omissions and inconsistencies ("errors") in the Contract and subsequent instructions, drawings, specifications or similar given by Company. Contractor shall immediately notify Company of an "error" that it has discovered or ought to have discovered, and if, as a result, Company incurs direct extra costs, then all such costs shall be borne by Contractor.

3. COMPLETION OF SERVICES

When Contractor considers the Services as completed, he shall notify Company in writing immediately. Within a reasonable time after receiving such notice, Company shall in writing either accept the Services as completed, or declare that the Services are not completed and the reason for this.

4. PROGRESS

- 4.1 If Contractor should have cause to believe that he will be unable to perform the Services in accordance with the contract schedule, it shall immediately notify Company in writing stating the reason for the delay, effects on the contract schedule and furthermore include a proposal on how the delay can be minimised. Contractor shall bear all costs incurred to minimize the delay.

4.2 If the measures proposed or implemented by Contractor, in Company's opinion are insufficient, Company may require Contractor to take such measures, as Company considers necessary. Contractor shall immediately implement the measures required by Company at its own costs.

4.3 Contractor is liable for losses suffered by Company which could have been avoided if Contractor had given notice of the delay in due time.

5. SUBCONTRACTS AND ASSIGNMENT

5.1 Contractor shall not subcontract any part of the work related to the Services without Company's prior written consent. Such consent shall not relieve Contractor of any of its obligations under the Contract.

5.2 Contractor shall include in all subcontracts the provisions of this Contract which are necessary in order to enable Contractor to fulfil its obligations according to the Contract.

5.3 When requested by Company, copies of all documents relating to subcontracts shall be made available to Company prior to award of such subcontracts.

5.4 Company is entitled to assign its rights and obligations pursuant to this Contract, full or partly, to any third party.

6. VARIATIONS

6.1 Company has the right to order variations to the Services. Such variations may include an increase or decrease in the quantity, or a change in character, quality, kind, features or execution of the Services or any part thereof, as well as changes to the contract schedule. Nevertheless, Company has no right to order variations to the Services which cumulatively exceed what the Parties could reasonably have expected when the Contract was entered into.

6.2 When Company requires a variation, Contractor shall, without undue delay and no later than 10 Days from receipt of the request, submit a written confirmation describing the variation work together with an estimate of any effects on the Price and the contract schedule. If Contractor does not issue such estimate within said limit, this shall be considered as an acceptance that the variation will be implemented without any effect on the Price and schedule.

6.3 Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the general level of pricing described in the Contract. If a variation entails cost saving for the Contract, Company shall be credited accordingly.

6.4 Contractor shall without undue delay implement a variation order when it has been received, even if the Parties have not agreed upon the variation order's effect on the price, schedule and/or terms of the Contract.

6.5 If Contractor finds a variation required, then Contractor shall present to Company a variation order request. If Contractor has not presented a request for a variation order without undue delay and at the latest within 7 Days after Company has requested the work to be performed, then it loses the right to consider the work as variation to the Services. A variation caused by reasons for which Contractor is responsible shall not result in adjustments to the Price or schedule.

6.6 If Contractor is of the opinion that he is entitled to a variation to the Services because of delay, extra measures, or other changes resulting from breach of Contract by Company, or from Force Majeure, the provisions of this Article 6 shall apply accordingly.

7. SUSPENSION AND CANCELLATION

7.1 Suspension

Company may temporarily suspend the performance of the Services, or parts thereof, by giving notice to Contractor. Following such notification Contractor shall, without undue delay, inform Company of the effects the suspension will have on the performance of the Services.

Contractor shall resume the Services immediately after notification by Company.

If the Services or parts thereof have been suspended continuously for a period exceeding 120 Days, then Contractor may cancel the suspended part of the Contract by giving 14 Days' notice.

During the suspension period, Contractor is only entitled to compensation for documented and necessary expenses in connection with demobilization and mobilization of personnel.

7.2 Cancellation

Company may cancel the Services or parts thereof with immediate effect, by written notification to Contractor.

Following cancellation Company shall only be liable to pay the unpaid balance due to Contractor for that part of the Services already performed, and cover documented and necessary expenses incurred as a direct result of the cancellation.

8. PAYMENT, INVOICING AND AUDIT

8.1 Company shall pay the invoice in accordance with the payment terms agreed in the Contract.

8.2 Rates to be paid are those stipulated in the Contract. Notwithstanding any other provision of this Contract, the rates herein shall remain fixed and firm and are not subject to escalation.

8.3 All financial settlements, billings and reports rendered to Company shall reflect properly the facts about all activities and transactions handled for the account of Company. The data may be relied upon as being complete and accurate in any further recordings and reporting made by Company or its representatives for whatever purpose.

8.4 The Purchase Order number and other agreed references shall be quoted on all invoices which shall also clearly indicate what the invoiced amount relates to. Company is entitled to return invoices that do not meet these requirements.

8.5 Company may deduct and balance invoices received from Contractor against such parts of the invoiced amounts as are insufficiently documented or otherwise disputed. Company may also deduct and balance Contractor's invoices against all amounts due to Company from Contractor.

8.6 Contractor shall submit a final account within 60 Days after Company has given notice accepting the Services as completed. The final account shall include all claims to be made by Contractor pursuant to the Contract. Claims not included in the final account shall be deemed to be waived by Contractor and cannot be submitted later.

8.7 Company is entitled to audit at Contractor's premises for reimbursable work, including original invoices from subcontractors insofar as they relate to the reimbursable work and to all books of account in which such reimbursable items are contained. Company shall have this right to audit for up to two years after receipt of the final account.

9. DEFAULT, TERMINATION AND FORCE MAJEURE

9.1 Delay

Article 4, 9.2 and 9.5 sets forth Company's remedies in case of delay for which Contractor is responsible.

Delay exists when Contractor fails to comply with the time limits stated in the Contract, unless the delay is caused by Company.

If Contractor's performance of the Services has such defects that Company's intended purpose with the Services is substantially unsuccessful, this shall be considered as delay.

9.2 Effects of delay

If the Services are delayed Contractor shall pay liquidated damages to Company. Liquidated damages shall be 0,5 % of the total Price per Day by which the Services or part thereof are

delayed. Liquidated damages shall, however, not exceed fifteen per cent (15 %) of the total Price.

If delay is caused by gross negligence or willful misconduct on the part of Contractor or someone for whom it is responsible, Company may, instead of liquidated damages claim compensation for the losses suffered due to the delay.

Company may terminate the Contract because of delay in accordance with Article 9.5.

9.3 Defects

Contractor is liable for any defect in the Services pursuant to Article 9.4.

Company shall notify Contractor of the defect without undue delay, and in no event later than twenty four (24) months after Company has accepted the Services as completed. The same time limit shall apply in respect of rectification work, calculated from the time the rectification work was completed.

9.4 Liability for defects

Should the Services have a defect, Contractor shall immediately commence rectification of the defect at Contractor's sole account.

If Contractor fails to remedy the defect within a reasonable time after such notice, Company is entitled to remedy the defect itself or by a third party for the account and risk of Contractor.

In addition, Company may claim compensation and/or damages according to applicable law.

Company may terminate the Contract in case of defects in accordance with Article 9.5.

9.5 Termination

Company is entitled to terminate the Contract with immediate effect if:

- a) the maximum of liquidated damages have incurred
- b) Contractor becomes insolvent
- c) Contractor in any other way is in substantial breach of the Contract

In case of termination of the Contract, Company shall in addition be entitled to claim damages according to law and liquidated damages for delay according to Article 9.2 calculated on the basis of the anticipated number of Days by which Contractor would have been delayed.

Contractor's liability for damages according to this Article 9.5 including liquidated damages in the event of termination of the Contract is limited to one hundred per cent (100 %) of the Price. This limitation does not apply in the event of:

- a) Contractor's breach of applicable confidentiality/data security/data protection obligations;
- b) liquidated damages agreed as an exclusive remedy for delay or performance;
- c) liability for events arising from Contractor's fraud, fraudulent misrepresentation, gross negligence or wilful misconduct;
- d) Company's cost incurred to obtain substitute performance permitted by the Contract in case of Supplier's breach;
- e) Contractor's warranty obligations to re-perform the Services;
- f) infringement of third party Intellectual Property Rights;
- g) Contractor's breach of applicable Compliance/Integrity obligations.

9.6 Force majeure

Force Majeure means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences.

Force Majeure shall relieve the Parties of the duty to fulfil their contractual obligations for the time the Force Majeure events prevail. Each Party shall cover its own costs resulting from Force majeure.

A Party wishing to invoke Force Majeure must notify the other Party immediately thereof.

Each Party has the right to terminate the Contract if the Force Majeure situation lasts for more than 120 Days.

10. INDEMNIFICATION

10.1 Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

- a) Loss of or damage to property of Contractor Group whether owned, hired, leased or otherwise provided by Contractor Group,
- b) Personal injury including death or disease to any person employed by Contractor Group
- c) Subject to any other express provisions of the Contract, personal injury including death or disease or loss or damage to property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Contractor Group.

Contractor shall ensure that other entities in Contractor Group waive their right to make any claim against Company Group when such claims are covered by Contractor's obligation to indemnify pursuant to the provision of this Article 10.1.

10.2 Company shall be responsible for and shall save, indemnify, defend and hold harmless Contractor Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

- a) Loss of or damage to property of Company Group whether owned, hired or leased or otherwise provided by Company Group arising from, relating to or in connection with the performance of the Contract but excluding the Goods prior to delivery,
- b) Personal injury including death or disease to any person employed by Company Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
- c) Subject to any other express provisions of the Contract, personal injury including death or disease or loss or damage to property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company Group

10.3 All indemnities given under Articles 10.1 and 10.2 except for those under 10.1 c) and 10.2 c), shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

10.4 Contractor shall indemnify and hold Company Group harmless from and against any and all claims, liabilities, suits, losses, damages, costs and expenses (including reasonable attorney's fees) incurred by Company as a result from default in the Services.

10.5 A Party shall promptly notify the other Party if it receives a claim that the other Party is obliged to indemnify. Whenever possible, the other Party shall take over treatment of the claim. The Parties shall give each other information and other assistance needed for handling the claim. Neither Party shall, without the consent of the other Party, approve of a claim which shall be indemnified, in whole or in part, by the other Party.

10.6 Contractor shall indemnify and hold Company Group harmless from and against claims resulting from infringement or alleged infringement of any patent or other intellectual property rights in connection with the Services, unless such infringement or alleged infringement is resulting from Company's specifications and Contractor did not know or did not ought to have known that such an infringement would occur.

10.7 Company shall indemnify and hold Contractor Group harmless from Company Group's own indirect and consequential losses, and Contractor shall indemnify and hold Company Group

harmless from Contractor Group’s own indirect and consequential losses. This applies regardless of any liability, whether strict or by negligence, on the part of either group and – except for payment of liquidated damages as stated in Article 9.2 – regardless of any other provision of the Contract. Indirect and consequential losses according to this provision include but are not limited to loss of revenue, loss of profit, loss due to pollution and loss of production.

11. INSURANCE

11.1 Contractor shall at its own expense provide and maintain personnel insurance policies covering losses connected to illness, personal injury or accidental loss of life in Contractor Group to the extent required by applicable laws or the provisions of the Contract.

11.2 Contractor shall procure and maintain at its own expense insurance policies covering the liability possibly incurred as a result of the Contract. Contractor shall ensure that any subcontractors have corresponding insurances.

11.3 Contractor shall ensure that the insurance company waives all rights of subrogation against Company Group.

12. OWNERSHIP OF DOCUMENTATION AND COMPUTER PROGRAMS, INVENTIONS AND CONFIDENTIALITY; CYBER SECURITY; PROTECTION OF PERSONAL DATA

12.1 Ownership of documentation and computer programs

Documentation and computer programs placed at Contractor’s disposal by Company or which have been developed mainly on the basis of such, are the property of Company and shall not be used for other purposes than to execute the Contract. On Company’s request, Contractor shall return such documentation and computer programs to Company.

Documents and computer programs provided by Contractor to Company or which are developed mainly on the basis of such shall remain the property of Contractor. Company Group shall only be entitled to use such documents and computer programs in connection with the completion, operation, maintenance, repair, modification and upgrades of the results of the Services, or of the product to which the Services are related.

12.2 Inventions

Inventions made by Contractor during the performance of the Services shall be the property of Contractor. Notwithstanding this, inventions which are mainly based on information which Contractor has received from Company shall be the property of Company. Contractor shall notify Company of such inventions and assist in order to enable Company to acquire patents to such inventions.

Inventions made by both Parties in connection with the Services and which are based on information derived from both Parties, without any of them providing the main part of such inventions, shall be the property of Company.

Contractor shall give to Company Group an irrevocable, royalty-free, non-exclusive right to use all inventions made by Contractor during execution of the Contract and all inventions Contractor becomes in control of to the extent necessary for the completion, operation, maintenance, repair, modification and upgrades of the results of the Services, or of the product to which the Services are related.

12.3 Confidentiality

All information furnished or otherwise transferred between the Parties shall be treated as confidential and shall not be disclosed by the receiving Party to any third parties without the prior written consent of the disclosing Party.

Each of the Parties may, however, disclose confidential information to a third party to the extent necessary for the performance, use and control of the Services. In such case, the Parties shall secure written confidentiality agreements from such third parties.

Each Party may disclose information that is already known to the Party in question at the time the information was received, information that is part of the public domain other than through a fault of Contractor Group, information one of the Parties has rightfully received from a third party, or if it is necessary due to applicable laws and regulations.

Contractor shall not publish information concerning the Services or Contract without Company’s prior written approval.

12.4 Cyber Security

Contractor shall comply with any security procedure, policy or standard provided to Contractor by Company or any of its Affiliates from time to time, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under www.abb.com/Supplying/Cybersecurity, or as otherwise set out in the Contract.

12.5 Protection of Personal Data

a) If Company discloses Personal Data to Contractor, Contractor shall comply with all applicable data protection laws and regulations.

b) Contractor shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

c) Contractor agrees that it will not withhold or delay its consent to any changes to this Clause 12 which in Company’s or its Affiliates’ reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to Company.

d) Contractor acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with Company or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Contract, Contractor, its relevant Affiliates or subcontractors shall upon Company’s request promptly enter into any such agreement(s), as designated by Company and as required by mandatory law or a competent data protection or other competent authority.

13. HEALTH, SAFETY AND ENVIRONMENT

Contractor shall comply with all applicable rules, regulations and standards regarding health, safety and environment and to hold and to comply with all requirements from local authorities that are applicable to the performance of the Services. Contractor shall comply with requirements from Company and Client’s regarding health, safety and environment. Contractor shall hold all necessary permits and comply with all requirements from public authorities for the preservation of the environment.

14. BUSINESS ETHICS, COMPLIANCE AND INTEGRITY

14.1 Contractor hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its business partners, government officials, agents or any director or employee of Company or any other party in a manner contrary to applicable laws, (including but not limited to the, U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and the legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials). Contractor shall comply with all applicable laws, regulations, ordinances and rules regarding anti-bribery and corruption.

14.2 Nothing in this Contract shall render Company liable to reimburse Contractor for any such consideration given or promised.

14.3 Contractor warrants that no child labour or forced labour shall be used in connection with any work performed in connection with this Contract.

14.4 Contractor and its subcontractors must comply with the ABB Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Minerals made available under www.abb.com – Supplying – Material Compliance) or otherwise and shall provide Company with respective documents, certificates and statements if requested. Any statement made by Contractor to Company (whether directly or indirectly, e. g. where applicable via the ABB Supplier Registration and Pre-Qualification System) with regard to materials used for or in connection with the Services will be deemed to be a representation under the Contract.

14.5 No material or equipment included in or used for the Services shall originate from any company or country listed in any relevant embargo issued by the authority in the country where the Services shall be used or an authority otherwise having influence over the equipment and material forming part of the Services. If any of the Services are or will be subject to ex-port restrictions, it is Contractor’s responsibility to promptly inform Company in writing of the particulars of such restrictions.

14.6 Contractor represents and warrants that neither it, nor to its knowledge any member of Contractor Group is listed on a Sanctions List, or owned in whole or in part, or otherwise controlled, directly or indirectly, by any person or entity listed on a Sanctions List or resident in or incorporated under the laws of any country subject to Sanctions. Supplier undertakes to immediately notify Company in writing should it become aware of any changes in this respect. “Sanctions” for this purpose means any laws or regulations adopted, maintained or enforced by the United Nations, European Union or the United States of America directed at prohibiting or restricting dealings with certain countries, territories, governments or specially designed persons or entities. “Sanctions Lists” for this purpose mean a list of sanctioned individuals, entities, governments, countries or territories adopted maintained or enforced under any Sanctions.

14.7 Contractor’s breach or violation of any of the obligations contained in Article 14 is deemed as a substantial breach of this Contract and shall entitle Company to terminate this Contract with immediate effect and without prejudice to any further rights or remedies Company may have under this Contract or the applicable law. Contractor shall save, defend indemnify and hold Company harmless from and against any claims, liabilities, damages, costs or expenses incurred due to termination of this Contract or due to any violation of this Article 14.

14.8 Contractor hereby acknowledges and confirms that he has received a copy of ABB’s Supplier Code of Conduct or has been provided with information on how to access this online. Company expects all of its suppliers to adhere to similar good working standards and business ethics, as Company is committed to and which is reflected in the ABB Supplier Code of Conduct. Contractor warrants and agrees to comply with all requirements set out in the ABB’s Supplier Code of Conduct.

14.9 Contractor shall immediately inform Company of any act or omission that could possibly be interpreted or regarded as a breach of the provisions of this Article 14.

15. WAIVERS

Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

16. GOVERNING LAW AND DISPUTE SETTLEMENT

16.1 The Contract is governed by the laws of the country (and/or the state, as applicable) where Company is registered, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

16.2 Any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the competent courts at Company’s place of registration.

16.3 Notwithstanding Art. 16.2, Company may at its sole discretion decide that any dispute arising in connection with the Contract

which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be Company’s place of registration. The language of the proceedings and of the award shall be English. The decision of the arbitrator is final and binding upon both Parties, and neither Party may appeal for revision.

17. SEVERABILITY

The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

18. SURVIVAL

Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

19. ENTIRETY

The Contract constitutes the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject.

