

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS I (2018-2 STANDARD)

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

1 DEFINITIONS

- 1.1 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.
- 1.2 Client means Customer's customer or the entity identified as Client in the Contract.
- 1.3 Contract means Customer's purchase contract if drawn up, these General Terms and Conditions of Purchase, Customer's Purchase Order, all appendices listed in the Purchase Order or purchase contract, and other documents made part of the Contract by special reference. In case of contradiction, the documents of the Contract shall apply in the order of precedence as stated above.
- 1.4 Customer means the ABB entity ordering Goods from Supplier.
- 1.5 Customer Group means Customer, Client, their Affiliates, their contractors and subcontractors (except Supplier Group), and their respective officers, directors, employees, agency staff, agents and invitees and other personnel retained by or engaged in the business for the benefit of the aforementioned entities.
- 1.6 Day means a consecutive calendar day unless otherwise stated.
- 1.7 Goods means any and all items to be delivered by Supplier in accordance with the Contract, including but not limited to raw materials, processed materials, fabricated products, engineering and other services, drawings, documents and data, in any form of media.
- 1.8 Party means Customer or Supplier (collectively referred to as Parties).
- 1.9 Personal Data means any data or information of an identified or identifiable natural person.
- 1.10 Price means the total amount to be paid to Supplier for the Goods in accordance with the Purchase Order and variation orders made in accordance with the Contract.
- 1.11 Purchase Order means the document or electronic order issued by Customer to create an obligation according to the Contract.
- 1.12 Supplier means the party selling the Goods to Customer.
- 1.13 Supplier Group means Supplier, its sub-suppliers, and their suppliers at any tier, its and their Affiliates, and their respective officers, directors, employees, agency staff, agents and invitees and other personnel retained by or engaged in business by the aforementioned entities.

2 PURCHASE ORDER CONFIRMATION/ CONTRACT

- 2.1 Supplier shall immediately and at the latest within three 3 Days from receipt of the Contract confirm the Contract by returning it to Customer accepted and signed, without exceptions or qualifications. If Supplier fails to return the Contract as stated above, the Contract is deemed accepted by Supplier, unless Customer in writing declares the Contract as void.
- 2.2 Qualifications, exceptions or any other changes to the Contract, made by Supplier upon confirmation are not part of the Contract, unless subsequently accepted by Customer in writing.

3 DELIVERY

- 3.1 Supplier shall deliver the Goods properly packed and marked, at the agreed time and place for delivery. The terms of delivery shall be interpreted in accordance with the provisions of INCOTERMS 2010. Delivery of the Goods occurs when the Goods are delivered FCA Customer's place of business, unless otherwise stated in the Contract.
- 3.2 If Customer is responsible for transportation, Supplier shall in good time prior to dispatch, request dispatch instructions from Customer. If Supplier is responsible for transportation, it shall as soon as possible, and not later than the date of dispatch, send an advice note, advising of dispatch so that Customer can make necessary preparations for receipt of the Goods.
- 3.3 If Supplier has reason to assume that any part of the Goods may be delayed, Supplier shall notify Customer promptly thereof in writing. Supplier shall at its own cost, without undue delay, and no later than 10 Days after such notification, inform Customer in writing about the cause of the delay, the estimated effect on the agreed time of delivery and the measures Supplier will implement to avoid, recover or limit the delay.

If Customer is of the opinion that the measures implemented by Supplier are inadequate, Customer may demand Supplier to implement the measures Customer considers necessary. The costs of such measures shall be borne by Supplier. If the delay is caused by circumstances for which Customer is responsible, Customer may only demand such measures in accordance with the provisions of Clause 9.

Supplier shall allow persons authorized by Customer access to the site and the Goods.

4 DOCUMENTATION, MARKING AND PACKING

- 4.1 Packing lists, advice notes, invoices and other documentation shall only relate to one Purchase Order and shall be duly marked with the Contract number, the Purchase Order number and part number(s) and other specifications stated in the Contract. The documentation shall be prepared so that each item corresponds to the Purchase Order with respect to item number, part number, Goods description and specifications.
- 4.2 Supplier shall ensure that the Goods are packed according to Customer's specifications. If such specifications are not provided, the Goods shall be packed in accordance with industry standards and in a manner adequate to preserve and protect the Goods.
- 4.3 Supplier shall mark the Goods with Customer part number and in accordance with packing lists and instructions stated in the Contract. Supplier shall also mark the Goods in conformity with applicable laws, directives and any national rules relating to marking. If CE marking or similar marking is required, Supplier shall attach a manufacturer's declaration of conformity or a certificate of conformity.
- 4.4 If the Goods are of a country specific origin that may obtain benefits under a free trade agreement, Supplier or any third party specified by Supplier shall deliver a certificate of origin and custom invoice together with the Goods.
- Supplier is responsible for and shall reimburse Customer for any costs incurred due to lack of documentation, (including but not limited to certificate of origin or custom invoices), and Customer may deduct any such costs from Supplier's invoice.
- 4.5 Customer may return to Supplier any documentation that does not comply with the requirements of this Clause 4 and Supplier

shall immediately, at its own cost, issue compliant documentation to Customer. Supplier shall deliver all required documentation, including without limitation certificates and custom invoices, together with the Goods. Customer may withhold any amount due until Supplier has delivered the complete documentation to Customer.

5 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

- 5.1 Supplier shall establish and implement a quality management system according to the ISO 9001 series or a corresponding system. In addition, Supplier shall establish and implement a HSE management system according to ISO 10005 series or a corresponding system.
- 5.2 Supplier shall comply with the standards of the ICC Business Charter for Sustainable Development. Furthermore, Supplier shall establish and implement an environmental management system according to ISO 14001 or a corresponding system.
- 5.3 Customer reserves the right to approve and carry out audits of the quality, HSE and environmental management system of Supplier and any sub-suppliers. Supplier shall provide any necessary assistance in this respect.

6 TITLE TO THE GOODS

- 6.1 Title to the Goods shall pass to Customer progressively as the work is performed. Title to materials and equipment passes to Customer on arrival at Supplier's site, or when paid for by Customer, if this occurs earlier.
- As soon as materials, equipment or Customer's items arrive at a site, Supplier shall mark them with an identification number and Customer's name, and as far as possible, keep them separate from other items.
- 6.2 The Goods, including materials and equipment owned by Customer, shall be free of liens and other encumbrances.
- 6.3 Supplier is not entitled to retain the whole or part of the Goods as security for claims against Customer. This applies regardless of any dispute between Customer and Supplier.

7 PRICE, PAYMENT AND AUDIT

- 7.1 As full consideration for the proper and timely delivery of the Goods, Customer shall pay the Price to Supplier in accordance with the provisions of the Contract. The Price is fixed and firm and not subject to escalation. The Price is exclusive of VAT.
- 7.2 Customer shall, unless otherwise agreed, pay the amount due within 60 Days from the receipt of a correct invoice. Customer is entitled to withhold any disputed parts of the invoice, and to set off claims against Supplier in accordance with applicable law.
- 7.3 All financial settlements, billings and reports rendered to Customer shall reflect properly the facts of all activities and transactions handled for the account of Customer. Customer shall rely upon the data as being complete and accurate, and use it in reports for whatever purpose.
- 7.4 Customer or its representative shall be entitled to audit all documentation concerning reimbursable work. This right lies with Customer for the duration of the Contract and for up to 5 years after the expiration of the guarantee period.

8 INSPECTION AND TESTS

- 8.1 Upon receipt, Supplier shall search for errors or defects in the Contract, Customer's documentation, Customer's deliveries and instructions, and shall notify Customer in writing without undue delay of any errors or defects discovered.

If Supplier does not notify Customer of errors, or defects that it has discovered or ought to have discovered, then all extra costs resulting therefrom shall be borne by Supplier.

- 8.2 Supplier shall perform the tests specified in the Contract or, if not specified, in accordance with general practice. Customer or any person authorised by it, shall be entitled to perform inspections and tests at Supplier's and any sub-suppliers' premises as Customer deems necessary to ensure that the Goods are delivered in accordance with the Contract. Supplier shall provide any assistance necessary in this respect. Supplier shall submit test records, material certificates, calculations and other required documents promptly upon Customer's request.

- 8.3 Any inspections or tests performed by Customer or Supplier shall not relieve Supplier from any of its obligations under the Contract. This also applies if Supplier sends technical documentation or other documents to Customer for inspection and possible approval.

9 VARIATION ORDERS

- 9.1 Customer is entitled to make any variations to the Goods, or part thereof. Such variations may include increase or reduction of the scope of supply, character, quality, nature or design as well as change of the delivery time. The variation will be formalised by Customer's issuance of a written variation order. Supplier's obligations under the Contract apply to all variations to the Goods.
- 9.2 When receiving a variation order, or upon Customer's request prior to issuance of a variation order, Supplier shall, within 10 Days prepare and send to Customer an estimate describing the variation work, and inform about possible effects on Price and delivery time. If Supplier does not prepare an estimate within the time limit as prescribed, Supplier thereby unconditionally waives any right to claim that the variation increases the Price and/or the delivery time.
- 9.3 Unless otherwise stated in the Contract, the effect of the variation order shall be agreed in writing between the Parties. The price of the applicable variation shall reflect the price level of the original Purchase Order.
- 9.4 Unless otherwise specifically agreed in writing, the variation order shall be promptly implemented, irrespective of whether or not the Parties have agreed regarding the effect of the variation on the Contract, Price or schedule.
- 9.5 If Customer requests the performance of specific work which in Supplier's opinion is not part of its obligations under the Contract, or Supplier otherwise is of the opinion that it is entitled to a variation order, Supplier shall request Customer to issue a variation order and shall, as soon as possible, prepare an estimate in accordance with Clause 9.2. If Supplier has not presented a request for a variation order without undue delay and at the latest within 7 Days after the occurrence entitling Supplier to a variation, then it loses the right to consider the work as a variation to the Goods.

10 SUSPENSION

- 10.1 Customer may at its sole discretion, suspend the performance of the Contract or parts thereof by written notification to Supplier. Supplier shall without delay, inform Customer of the effects the suspension may have. Supplier shall resume performance of the Contract immediately after notification from Customer.
- 10.2 During the suspension period, Supplier is entitled to compensation for documented and necessary expenses in connection with demobilisation and mobilisation of personnel.

11 CANCELLATION

Customer may at its sole discretion cancel the Contract by written notice to Supplier. In such case, Customer shall pay the amount due to Supplier for the documented part of the work actually performed on the Goods and documented necessary direct cost incurred by Supplier due to the cancellation, but in no event more than the Price. Customer shall be credited the value of the uncompleted Goods, unless Customer requests that the uncompleted Goods is delivered to Customer.

12 WARRANTIES

12.1 Supplier warrants that the Goods are manufactured in a workmanlike and professional manner. Supplier also warrants that the Goods are new, of the best quality and that the Goods are suitable for the purpose and use which they pursuant to the Contract are intended for.

Supplier also warrants that the Goods comply with applicable laws and regulations, current technical standards and the Contract documents (including drawings and specifications valid from the time of delivery) during the warranty period.

12.2 Unless otherwise agreed, the warranty period expires 24 months after the Goods have been taken into use for their intended purpose, or 36 months after delivery, whichever is later.

12.3 If Supplier has performed rectification work during the warranty period, a new 24 months' period shall apply for the rectified parts of the Goods from the date of completion of the rectification work.

13 DEFECTS AND DELAYS

13.1 Defect(s) exist if the Goods or any part thereof is not in accordance with the Contract. When Customer notifies Supplier of a defect, Supplier shall immediately repair or replace the defective Goods at its own cost.

If Supplier fails to immediately repair or replace the defective Goods, Customer may, itself or with the assistance of a third party, repair or replace the defective Goods at Supplier's risk and account. Supplier is also liable for damages due to defects according to the applicable law.

13.2 If Supplier does not deliver the Goods on the agreed delivery date or fails to comply with any agreed milestones specified in the Contract, Customer is entitled to claim liquidated damages from Supplier at a rate of 0.5 % of the Price for each Day of delay, limited to 15 % of the Price.

14 PRODUCT LIABILITY

Notwithstanding the provisions of Clause 16, Supplier shall indemnify and keep Customer harmless from any product liability claims which may be imposed on Customer or which Customer may incur vis-à-vis a third party in connection with Customer's or its Client's or their successors' use of the Goods to the extent that the liability is attributable to the Goods or Supplier's instructions regarding, use, operation or maintenance of the Goods.

15 TERMINATION

15.1 Customer is entitled to terminate the Contract with immediate effect if Supplier becomes insolvent, is in substantial breach of its obligations pursuant to the Contract, if Customer is entitled to maximum liquidated damages for delay or if it is evident that Customer will be entitled to maximum liquidated damages for delay.

15.2 Upon termination pursuant to Clause 15.1, Customer is entitled to compensation and/or damages according to the applicable law. Customer may also take over the uncompleted Goods, Supplier's documentation, contracts, rights, equipment, material, site and any other items that are necessary for Customer's completion of the Goods by itself or by third parties.

16 LIABILITY

16.1 Supplier shall be responsible for and shall indemnify and hold Customer Group harmless from and against any claims, losses, damages, costs, expenses and liabilities in respect of:

a) personal injury to or loss of life of any personnel of Supplier Group, and

b) loss of or damage to any property of Supplier Group (including loss or damage to any Goods prior to delivery).

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Customer Group.

16.2 Customer shall be responsible for and shall indemnify and hold Supplier Group harmless from and against any claims, losses, damages, costs, expenses and liabilities in respect of:

a) personal injury to or loss of life of any personnel of Customer Group, and

b) loss of or damage to any property of Customer Group (except loss or damage to any Goods prior to delivery).

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Supplier Group.

16.3 Supplier shall to the extent of its legal liability save, defend, indemnify and hold Customer Group harmless from and against any claims, losses, damages, costs, expenses and liabilities suffered by a third party (for the purpose of this Clause 16, third party means anyone who is not a member of Customer Group or Supplier Group).

16.4 Supplier shall indemnify Customer Group from claims resulting from infringement of patents or other intellectual property rights in connection with the work, or Customer Group's use of the Goods.

16.5 Notwithstanding any provisions to the contrary elsewhere in the Contract, and except to the extent of any liquidated damages provided for in the Contract, Customer shall indemnify Supplier Group from Customer's own indirect and consequential losses and Supplier shall indemnify Customer Group from Supplier Group's own indirect and consequential losses.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of either group.

Indirect and consequential losses according to this provision include but are not limited to loss of production, loss of earnings, loss of revenue, loss of profit or anticipated profit and loss due to pollution.

16.6 If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall co-operate fully in investigating the incident.

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 a claim which shall be indemnified, in whole or in part, by the other Party.

17 INSURANCE

17.1 Supplier shall provide and maintain insurance policies covering the liabilities possibly incurred as a result of the Contract. In addition, it shall keep the Goods insured until delivery has taken place.

17.2 If requested, Supplier shall submit insurance certificates. Customer shall be covered by the insurance as additional insured, and Supplier's insurance company shall waive its right of subrogation against Customer, in accordance with the indemnifications given in other parts of the Contract.

18 FORCE MAJEURE

18.1 Neither of the Parties shall be considered in breach of an obligation under the Contract to the extent the Party can establish that fulfilment of the obligation has been prevented by force majeure. Force majeure shall mean 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 or overcome it or its consequences.

18.2 A Party wishing to invoke force majeure must notify the other Party immediately thereof.

18.3 The Parties shall cover their own costs resulting from the force majeure situation.

19 CONFIDENTIALITY, CYBER SECURITY, PROTECTION OF PERSONAL DATA

19.1 All information exchanged between the Parties shall be treated as confidential and shall not be disclosed to anyone without the other Party's written consent, unless such information:

- (i) may be disclosed to a third party in accordance with Clause 20, or
- (ii) is already known to the Party in question at the time the information was received, or
- (iii) is or becomes part of the public domain, other than through a fault of Customer Group or Supplier Group, or
- (iv) is rightfully received from a third party without an obligation of confidentiality.

Each of the Parties may however use or disclose confidential information to a third party to the extent necessary according to the applicable law or to the extent necessary for the performance of and control of the work and use of the Goods. In such cases, the Parties shall ensure that the third party signs a written confidentiality Contract in accordance with this Clause 19.

19.2 Supplier shall comply with any cyber security procedure, policy or standard provided to Supplier by Customer 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.

19.3 Protection of Personal Data

- a) If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations.
- b) Supplier 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) Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 19 which in Customer'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 Customer.
- d) Supplier 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 Customer or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Contract, Supplier, its relevant Affiliates or subcontractors shall upon Customer's request promptly enter into any such agreement(s), as designated by Customer and as required by mandatory law or a competent data protection or other competent authority.

20 OWNERSHIP OF DOCUMENTATION AND COMPUTER PROGRAMS; INTELLECTUAL PROPERTY RIGHTS

20.1 Commercial and technical information, including drawings, documents and computer programs provided by Customer to Supplier shall be the property of Customer. The same applies to information developed by Supplier mainly on the basis of information provided by Customer. Such information shall not be used by Supplier for other purposes than to execute the Contract. On Customer's request, Supplier shall return such information to Customer.

20.2 Inventions made by Supplier during the execution of the Contract shall be the property of Supplier, unless the inventions mainly are

based on information received from Customer, in which case the inventions shall be Customer's property and Supplier shall notify Customer of any such invention, and give Customer all required information and necessary assistance to acquire and secure the related intellectual property rights.

20.3 Supplier shall give Customer an irrevocable, perpetual, royalty free, non-exclusive right to use Supplier's information, inventions, and other proprietary rights to the extent necessary in connection with the use, operation, maintenance, modification, extension, rebuilding or repair of the Goods.

21 EXPORT CONTROLS

21.1 Supplier shall comply with all applicable export control laws and regulations.

21.2 Supplier shall obtain all required export licenses or agreements necessary to perform Supplier's obligations under the Contract.

Supplier shall promptly notify Customer, if any use, sale, import or export of the Goods by Customer are restricted by any export control laws or regulations.

If the Goods are subject to export control, Supplier shall inform Customer of the Export Control Classification Numbers (ECCN) for the supplied items (equipment, materials, technology and software).

21.3 Supplier shall defend, indemnify hold Customer harmless from and against any claims, losses, damages, liabilities and expenses, arising from or related to, any breach or non-performance by Supplier of any of its obligations under this Clause 21. Supplier shall ensure that its sub-suppliers (if any) comply with the requirements of this Clause 21.

22 HEALTH, SAFETY AND ENVIRONMENT

Supplier shall comply with all applicable laws, rules, regulations and standards regarding health, safety and environment and comply with all requirements from local authorities through all the production phases until the Goods have been delivered. Supplier shall also comply with all requirements from Customer and/or its Client of any tier regarding health, safety and environment.

23 BUSINESS ETHICS, COMPLIANCE AND INTEGRITY

23.1 Supplier shall keep itself informed of and comply with:

- a) all applicable laws and regulations,
- b) requirements and orders of public authorities, and
- c) applicable trade union and wage agreements

23.2 Supplier 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 Customer 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). Supplier shall comply with all applicable laws, regulations, ordinances and rules regarding anti-bribery and corruption.

23.3 Nothing in the Contract shall render Customer liable to reimburse Supplier for any such consideration given or promised.

23.4 Supplier warrants that no child labour or forced labour shall be used in connection with any work performed in connection with the Contract.

23.5 Supplier and its sub-suppliers 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 Customer with respective documents, certificates and statements if requested. Any statement made by Supplier to Customer (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 Goods will be deemed to be a representation under the Contract.

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

23.7 Supplier's breach or violation of any of the obligations contained in Clause 23 is deemed as a substantial breach of this Contract and shall entitle Customer to terminate this Contract with immediate effect and without prejudice to any further rights or remedies Customer may have under this Contract or the applicable law. Supplier shall save, defend indemnify and hold Customer 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 Clause 23.

23.8 Supplier hereby acknowledges and confirms that it has received a copy of ABB's Supplier Code of Conduct or has been provided with information on how to access this online.

Customer expects all of its suppliers to adhere to similar good working standards and business ethics, as Customer is committed to and which is reflected in ABB Supplier Code of Conduct. Supplier warrants and agrees to comply with all requirements set out in ABB's Supplier Code of Conduct.

23.9 Supplier shall, immediately inform Customer of any act or omission that could possibly be interpreted or regarded as a breach of the provisions of this Clause 23.

24 ASSIGNMENTS AND SUBCONTRACTS

24.1 Supplier may not assign or subcontract the whole or any part of the Contract without the prior written consent of Customer.

24.2 Customer may freely assign its rights and obligations under the Contract to a third party.

25 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.

26 GOVERNING LAW AND DISPUTE SETTLEMENT

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

26.2 If Customer and Supplier are registered in the same country, 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 Customer's place of registration.

26.3 If Customer and Supplier are registered in different countries, 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 Customer'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.

27 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.

28 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.

29 ENTIRETY

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

30 RELATIONSHIP OF PARTIES

30.1 The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of Customer or so as to have any kind of partnership with Customer, and Supplier must not represent itself as or act on behalf of Customer.

30.2 The Contract does not imply any employment relationship between Customer and Supplier, or between Customer and Supplier's employees assigned to the execution of the Contract. Customer remains free of any responsibility or liability for labour, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.