GENERAL CONDITIONS OF SERVICE

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

1.1 The definitions in this Article apply in these General Conditions:

Agreement: the Client's acceptance of the Company's proposal, any other mutual agreement for provision of Services, the Company's acceptance of a completed Company Order Form or other instructions for Services from the Client, or any instruction or request for services by a Client and subsequent acceptance by the Company and performance of Services by the Company for the Client. These General Conditions govern each Agreement unless or until separate terms and conditions are agreed to in writing between the Client and the Company.

Certificate: the certificate issued by the Company confirming the conformity of an asset, product, service, or process to stated referential (such as standards) by means of assessment activities (such as inspection, audit, review).

Company: the Bureau Veritas group company that has entered into the Agreement.

Company Order Form: the Company's standard form to be completed by the Client setting out the Services to be performed by the Company, together with any other information concerning the performance of the Services under the terms of the Agreement. The Fees for the Services may be set out in the Company Order Form or in a separate document or price list.

Client: the person, firm, company, partnership, association, trust, or government agency or authority that purchases Services from the Company and as identified in the applicable Company Order Form or written instruction.

Client Data: means any data, information or material provided or submitted to the Company by the Client for the performance of the Services.

Fees: the fees payable by the Client to the Company for the Services, as set out in the Agreement, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of the Company incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof. **Party and Parties:** individually the Company or the Client and collectively the Company and the Client.

Reports: all documents, products and output from the Services created or provided by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Services. "Reports" include Certificates when Company provides certification Services.

Services: the services to be provided by the Company to the Client under the Agreement and as set out in the applicable Company Order Form or in other instruction from the Client to the extent that they are agreed by the Company and incorporated into the Agreement.

Taxes : any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax on nationals and on foreigners, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.

1.2 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company Order Form or other document shall not govern the Agreement. The Agreement constitutes the whole agreement between the Parties and

supersedes all previous agreements and communications between the Parties relating to the performance of the Services by the Company.

1.3 The Company acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and the Company. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. COMPANY'S OBLIGATIONS

2.1 The Company shall, with reasonable care, skill and diligence provide the Services and the Reports to the Client, in accordance with:

2.1.1 the specific requirements as set out in the Agreement; and

2.1.2 such methods as the Company shall deem suitable on a case by case basis having regard to professional industry standards, directives given by competent authorities and applicable law.

2.2 The Company shall endeavour to provide the Services in accordance with any agreed dates but for the avoidance of doubt such dates shall be estimates only and time shall not be of the essence.

2.3 The Company, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the parties subject to the applicable laws where the Services are performed.

2.4 The Company performs surveys, inspections, verifications, certifications, tests, assessments, audits and/or appraisals, as agreed by the parties, with independence, impartiality and objectivity. Such information is communicated to the Client in the form of the Reports.

2.5 In providing the Services, the Company does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers or owners, who, notwithstanding the Company's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which the Company relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability of the Company to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

2.6 For the avoidance of doubt, the Company does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by the Company for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

2.7 The Reports are given only in relation to the written information, documents and samples provided to the Company by the Client prior to the performance of the Services. The Company cannot be held liable for any error, omission or inaccuracy in the Reports to the extent that the Company has been given erroneous or incomplete information by the Client. The Reports reflect the findings of the Company at the time of performance of the Services only. The Company shall have no obligation to update the Reports after issuance, except as otherwise stated in the Agreement.

2.8 For those Services requiring sampling (which term includes but is not limited to auditing or other selected spot checks), the Reports will set out the findings of the Company solely in respect of

the samples identified therein. Unless specifically and expressly indicated in the Reports, the results set out in such Reports may not be indicative or representative of the quality or characteristics of the premises, systems, bulk, lot or other grouping from which a sample is taken, and the Client shall not rely upon the Reports as being so indicative or representative in general. Unless expressly agreed by the parties to the contrary, the Company may, in its sole discretion, choose to retain, return to the Client or destroy samples which have been furnished to the Company for performance of the Services and which have not been destroyed in the course of the Services.

2.9 Documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to the Company, shall be considered to be for information only, without either extending or restricting the Company's scope of Services or obligations under the Agreement.

2.10 The Company shall be entitled to replace offered and deployed personnel by other personnel with broadly equivalent expertise at any time. The Company does not warrant or guarantee that the personnel possess any specific certification unless agreed in writing or required under the mandatory provisions of any applicable accreditation scheme or applicable provisions of mandatory law.

2.11 The Company will provide any interested person with the appeals and dispute procedure relating to accredited Services upon request.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

3.1.1 co-operate with the Company in all matters relating to the Services;

3.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access to the Client's facilities and personnel (and those of other relevant parties) as required by the Company, its agents, subcontractors, and representatives, to perform the Services. The Client will be responsible for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services at those premises; and shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

3.1.3 provide the Company, its agents, subcontractors and representatives, in a timely manner and at no charge, with all necessary transportation and equipment, and ensure such equipment, under the Client's control and operation, to be in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;

3.1.4 provide the Company, either directly or through its suppliers and subcontractors, in a timely manner, such information as the Company may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

3.1.5 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment;

3.1.6 ensure that all documents, information and material made available by the Client to the Company under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and

3.1.7 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

3.2 To the extent that the Company renders Services, the Client agrees that the Company does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.

3.3 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

3.4 If the Client anticipates the use of any Reports in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company in writing prior to submitting the Company Order Form for the Services and in any event prior to the use of such Reports in any such proceeding. The parties agree that the Company has no obligation to provide an expert witness or witness of fact at such proceeding unless the Company gives its prior consent in writing.

3.5 The Client shall ensure that COVID-19 safety measures including safe social distancing are all in accordance with guidance issued by governmental and other competent authorities are maintained at all times on that area of its premises that the Company's employees are required to perform their services, access or egress the building or use hygiene or recreational facilities.

3.6 The Client acknowledges that in the interests of health and safety, the Company grants each of its agents, employees, subcontractors and representatives a 'stop work authority' permitting them to stop work and leave site at their sole discretion if they or other Company personnel have concerns of any nature in respect of health and safety and the Client agrees that no liability of the Company shall arise from the exercise of such discretion, but that payment for such visit shall remain due to the Company.

4. CHARGES AND PAYMENT

4.1 The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of the date of the invoice, unless the Parties have agreed on a different payment term in the Agreement. The Company may invoice part or all of the Services prior to the provision of Services,

4.2 For certification Services, in case a positive certification decision cannot be made by the Company, Fees for the Services remain due and payable by the Client.

4.3 If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5% (or the maximum rate permitted by applicable local law if local law specifies a maximum which is less than 1.5%; or the minimum rate permitted by applicable law if local law specifies a minimum which is above 1.5%), accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment. If any payment due to the Company from the Client under this Agreement or otherwise is late, the Company may (i) suspend the provision of some or all of the Services including but not limited to the provision of deliverables until overdue payment is received by it and shall be entitled to require payment in advance prior to continuance of the Services or (ii) withdraw any Report and Certificate issued in relation to the Services.

4.4 The Fees and any additional charges are exclusive of all applicable Taxes. In the event that any withholding taxes become payable in accordance with local law and as limited by double tax treaties if applicable, invoiced amounts shall automatically be grossed up by the Client sufficiently that after the deduction of withholding tax the original invoiced amount remains payable. The

Parties shall then cooperate reasonably in the recovery of withholding tax from applicable tax authorities and a Party should provide any tax certificate that will be reasonably requested by the other Party.

4.5 The Client shall not have a right of set off or retention. Any objections to invoices must be raised within 30 days of receipt of invoice and no objection may be raised thereafter. Where it is agreed in writing that timesheets must be provided the Client confirms that they shall be considered approved unless otherwise stated within 5 days of receipt.

4.6 In the event that the Client does not comply with its obligations under Article 3 the Company reserves the right to suspend provision of the Services and / or invoice and be paid for time and resources expended arising from the Client's non-compliance. This shall include but not be limited to charging for visits and time expended where equipment to be inspected cannot be found, is not made available for inspection or where waiting time is incurred pending such equipment being found, made available or made ready.

4.7 In the event of a change of law or of Client policy which acts to increase the cost to the Company of delivering the Services the Parties agree that the Fees for the Services may be increased to reflect these increases in costs. The Company will provide such evidence of increases as is reasonably practicable.

4.8 Any postponement or cancellation of Services by the Client, including site visits shall be subject to no less than 5 working days advance notice. Any failure to provide such notice will entitle the Company to claim full payment of the Fees and the costs incurred in relation to the abortive visit/inspection.

4.9 Except as otherwise agreed, the Company shall be entitled to annually increase its Fees annually as specified in written notice to the Client. Where fixed Fees have been agreed in writing for a period, the first such annual increase shall be upon expiry of period for which Fees are agreed to be fixed and annually thereafter.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 "**Intellectual Property**" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks.

business and domain names, rights in trade dress or get-up, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

5.2 Each Party exclusively owns all rights to Intellectual Property it has created whether before or after the commencement date of the Agreement and whether or not associated with any Agreement between the parties.

5.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.

5.4 The names, service marks, trademarks and copyrights or any other Intellectual Property Rights of the Company and its affiliates shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company.

5.5 For avoidance of doubt, nothing in the Reports or any other writing shall convey any rights of ownership or licence whatsoever to the Company's Intellectual Property, its proprietary software, nor to the Company's proprietary audit methods, training materials and procedures, nor to the

Company's protocols, nor to the Company's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and Reports. These shall remain the sole property of the Company. The Reports do not convey ownership or licencing rights to any third party's Intellectual property that may be contained or referenced in the Reports.

6. CONFIDENTIALITY AND COMPANY'S PROPERTY

6.1 "**Confidential Information**" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information except as required for the Company to provide the Services.

6.3 The confidentiality undertaking shall not apply to any information:

6.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;

6.3.2 which was lawfully in the possession of the receiving Party prior to its disclosure;

6.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

6.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

6.3.5 which is required to be disclosed to an accreditation body or under the rules of an accreditation scheme, in each case where applicable to the Services;

6.3.6 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or

6.3.7 which is disclosed to an affiliate of the Party on a need to know basis.

6.4 The Reports are the exclusive property of the Company. The Reports are issued by the Company and are intended for the exclusive use of the Client and shall not be modified, published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. The Client agrees that Reports may be provided by electronic means of delivery including but not limited to email. Notwithstanding the foregoing, Reports (and its associated document if any) issued by the Company can be reproduced by the Client, but only to the extent such reproduction is strictly identical to the original issued by the Company. In case of accredited Services, the Client cannot refer to the accreditation unless it reproduces the Reports issued by the Company in their entirety. The Company shall not be held liable for any error, omission or inaccuracy in any Report or Certificate to the extent that such Report or Certificate has been modified in any way by the Client.

6.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

6.6 Notwithstanding the provision of clause 6, the Company reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any

communication support, for referencing purposes without the prior consent of the Client being required.

6.7 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit the Company from maintaining copies of Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or accreditation bodies.

6.8 Notwithstanding the provision of this clause 6, the Client agree that the Company and its affiliates will have the right to use, on an anonymous basis, the Client's data for benchmarking and analysis purposes during the term of the Agreement and after its termination. Any such use by the Company will be in compliance with the applicable regulations, in particular regulations relating to personal data and data management.

7. LIMITATION OF LIABILITY

7.1 With the sole exception of Article 7.5 but notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for:

(i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or

(ii) depletion of goodwill and/or similar losses; or

(iii) loss of contract; or

(iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

7.2 Without prejudice to Article 7.1, the total liability of the Company and its affiliates, and their respective employees, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Reports, and the performance, or contemplated performance, of the Agreement shall, subject to Article 7.5, be limited to the greater of:

7.2.1 A sum equivalent to three (3) times the amount of Fees paid or payable by the Client to the Company in respect of the Services that give rise to the Company's liability to the Client; or

7.2.2 Ten thousand (10,000) euros.

7.3 The Client shall indemnify the Company and its affiliates, and their respective employees, directors, agents, consultants or subcontractors against, and hold them harmless against, all claims made by third parties for loss, damage or expense of whatever nature (including, but not limited to negligence and gross negligence) and howsoever arising, relating to the performance, purported performance or non-performance of any Service, to the extent that the aggregate of such claims for any one Service exceeds the limitation of liability as set out in Article 7.2 above.

7.4 Without prejudice to Articles 7.1 and 7.2, the Company shall not be liable to the Client for and the Client shall be precluded from bringing any claim for losses, unless notice of such claim is received by the Company before twelve (12) months after the earlier of (i) the date of performance by the Company of the Services which give rise to the claim, or (ii) the date when the Services should have been completed in the event of any alleged non-performance.

7.5 Nothing in this Agreement limits or excludes the liability of either Party:

7.5.1 for death or personal injury resulting from the negligence of that Party; or

7.5.2 for any damage or liability incurred as a result of fraud, fraudulent misrepresentation or fraudulent concealment by that Party; or

7.5.3 for any other loss which by law cannot be excluded or limited.

8. FORCE MAJEURE

8.1 For the purposes of this Article 8, "**Force Majeure**" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

8.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement:

8.2.1 The Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations because of such Force Majeure to the other Party explaining the causes, and demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

8.2.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing.

8.3 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an act of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

8.4 In the event that the Company finds itself temporarily unable to deliver some or all of the Services due to or in connection with COVID-19 either at all or within agreed timeframes or to an agreed programme, this shall not be considered a Force Majeure event entitling one party to terminate the agreement. Instead the Parties agree that under such circumstances delivery of that part of the Services that cannot be delivered shall be postponed until a date acceptable to both parties, each acting reasonably.

9. DATA PROTECTION

9.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all privacy applicable laws and regulations, in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016, and shall complete an annexe detailing any personal information to be processed where necessary.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 The Company at its sole discretion may assign, cede, transfer its rights and obligations or delegate the performance of all or a portion of the Services under the Agreement, subject to compliance with the requirements of any applicable accreditation scheme where relevant, to an affiliate, agent, or subcontractor of the Company without prior notice to the Client, and the Client hereby consents to such delegation. The Client shall not without Company's consent, cede, assign, transfer, subcontractor or deal in any manner with all or any of its rights or obligations under the Agreement.

11. REMOTE WORKING

11.1 The Parties may agree from time to time in writing that the Company shall provide some or all of the Service remotely by electronic or any other means which may include but not be limited to video conferencing, drones, camera, etc. The Client acknowledges that personal data (including personal image) is likely to be collected under these circumstances. Therefore, the Client confirms that it has informed the persons whose personal data is likely to be collected. The Client also confirms that it has obtained all necessary consents under applicable law to allow the

Company to process such personal data as well as the images and sounds collected during the provision of the Services.

11.2 The provision of Services by remote means as envisaged by Article 11.1 is subject to the availability and performance of acceptable network and internet bandwidth and the availability of appropriate third party software solutions, including but not limited to video connectivity and video recording solutions. In the event that the performance of such remote working tools is not considered to be reasonably sufficient in the circumstances by either party, the parties shall (each acting reasonably) seek to rearrange the provision of the Services or agree an alternative method of delivery and agree in writing any additional fees that may arise from such change. The Client acknowledges that the Company is not responsible for such third party remote working tools and accordingly the Company shall not be liable for the performance of such tools.

12. TRADE LAWS

12.1 "**Trade Laws**": any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanction Authority.

12.2 "Sanction Authority" means an international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties.

12.3 Client shall not take any action or make omissions that would cause Company to violate Trade Laws or be subject to sanctions, fines and penalties under Trade Laws. Client shall bear any fines or penalties or additional costs resulting from such violation.

12.4 Client warrants that Company will not directly or indirectly provide Services relating to items that are prohibited by Trade Laws. Should items subject to Services that are prohibited, Client shall provide Company with a copy of any relevant license or other authorization.

12.5 Client Undertakings Regarding Trade Laws and Sanctions

12.5.1 Client represents and warrants that neither it, its affiliates, nor any of its directors, officers, employees, or agents are currently the subject of any sanctions, embargoes, or restrictions under any Trade Laws, and that Client is not directly or indirectly owned or controlled by any party subject to such sanctions.

12.5.2 Client undertakes to comply with all applicable Trade Laws and will ensure that any transaction, item, or service related to this Agreement is not subject to any prohibition or restriction under Trade Laws.

12.5.3 Client shall immediately notify Company in writing if any event or circumstance arises that may cause Client, its affiliates, or any involved third party to become subject to sanctions or other restrictions under applicable Trade Laws.

12.5.4 In the event that Client or any related party becomes subject to sanctions or restrictions, or any transaction is affected by such, Client shall indemnify, defend, and hold harmless Company from any losses, damages, costs, or liabilities arising from or related to such sanctions or violations of Trade Laws.

13. Third-Party Beneficiaries

13.1 There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, and permitted assigns), any rights, remedies, obligations, or liabilities. Except as expressly agreed in writing by Company, no person or entity other than Client is entitled to rely upon the Reports or any matter to which they refer.

14. MISCELLANEOUS

14.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14.2 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

14.3 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose.

14.4 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

14.5 The Company may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving not less than 30 (thirty) days' written notice to the Client. Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Agreement, without liability to the Client, immediately on written notice to the Client if the Client acts in breach of laws, Trade Laws, or is subject to international sanctions or if, as a result of the provision of the Services, the Company is in breach of Trade Laws applicable to the Company or its parent companies.

15. GOVERNING LAW AND JURISDICTION

15.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of the country where Company is registered, notwithstanding any conflicts of laws rules that could require the application of any other laws.

15.2 The parties irrevocably agree that the courts of the country where Company is registered shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.