

## GENERAL CONTRACT CONDITIONS

### 1. DEFINITIONS

1.1 In these Conditions the following definitions apply:

**Conditions:** the terms and conditions set out in this document.

**Contractor:** TGW Systems BV, Rietschotten 1, 4751 XN, Oud Gastel, The Netherlands.

**Contractor's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Contractor or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Purchaser.

**Contractor's Lifetime Services Manager:** the Contractor's manager for the Services appointed under Condition 4.3.

**Deliverables:** all Documents, products and materials developed by the Contractor or its agents, subcontractors, consultants and employees in relation to the Services or Spares in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Employment Regulations:** the Transfer of Undertakings Directive 2001/23/EC or any successor Directive thereto. Protection of Employment.

**In-put Material:** all Documents, information and materials provided by the Purchaser relating to the Services, including computer programs, data, reports and specifications.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Key Account Manager:** the Contractor's non-site based manager for overseeing the Services to be appointed under the LTS Contract.

**LTS Contract:** the contract between the Contractor and the Purchaser for the supply of services and Spares in accordance with these Conditions.

**Plant:** means the plant to be maintained by the Contractor as part of the Services.

**Pre-existing Materials:** all Documents, information and materials provided by the Contractor relating to the Services, which existed prior to the commencement of the LTS Contract, including computer programs, data, reports and specifications.

**Purchaser:** the person or firm who purchases the Services, Spares or other goods from the Contractor.

**Purchaser's Equipment:** any equipment, systems, cabling or facilities provided by the Purchaser and used directly or indirectly in the supply of the Services.

**Purchaser's Manager:** the Purchaser's manager for the Services, appointed in accordance with Condition 7.1.

**Relevant Period:** the period starting on the earlier of the date falling 6 calendar months before the expiry of the LTS Contract or if the LTS Contract is terminated by either party in accordance with Condition 13, the date of the relevant termination notice, and ending on the Transfer Date.

**Replacement Contractor:** any replacement contractor to the Purchaser of the Services (or any part of the Services).

**Services:** the services to be provided by the Contractor under the LTS Contract as set out in the Specification, together with any other services, which the Contractor provides or agrees to provide to the Purchaser.

**Spares:** the spares provided by the Contractor pursuant to the LTS Contract.

**Specification:** the specification for the provision of Services or the supply of Spares or other goods, including any related plans and drawings as set out in the LTS Contract.

**Transfer Date:** the date on which the Services (or any part of them) cease to be provided by the Contractor and start to be performed by the Purchaser or any Replacement Contractor when (assuming that the Employment Regulations apply) the transfer of employment of the Contractor's Transferring Employees from the Contractor to the Purchaser or any Replacement Contractor occurs.

**Transitional Assistance Services:** the services to be provided by the Contractor to the Purchaser pursuant to Condition 13.3 in the event of the expiry or termination of the LTS Contract for any reason to facilitate the transfer of the Services to the Purchaser or a Replacement Contractor.

**VAT:** value added tax and any similar additional tax.

## 1.2 In these Conditions, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- (e) A reference to writing or written includes faxes and e-mails.
- (f) A reference to a Condition is to a condition of these General Contract Conditions.

## **2. BASIS OF CONTRACT**

- 2.1 These Conditions apply to the LTS Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The LTS Contract constitutes the entire agreement between the parties in relation to the Services or Spares. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Contractor, which is not set out in the LTS Contract.

## **3. COMMENCEMENT AND DURATION**

- 3.1 The Contractor shall provide the Services to the Purchaser from the date specified in the LTS Contract.
- 3.2 Unless otherwise specified in the LTS Contract the Services supplied under the LTS Contract shall be supplied for a period of 1 year and, after that, shall continue to be supplied unless the LTS Contract is terminated by one of the parties giving to the other not less than 6 months' notice, unless the LTS Contract is terminated in accordance with Condition 13.
- 3.3 After termination the Contractor shall still be obliged to provide Transitional Assistance Services to the Purchaser for a period of time no greater than 3 months in accordance with Condition 13.3.

## **4. CONTRACTOR'S OBLIGATIONS**

- 4.1 The Contractor shall carry out the Services and deliver the Deliverables and the Spares to the Purchaser, in accordance with the LTS Contract in all material respects, using all the reasonable skill and care in relation to carrying out the Services and selecting any Spares expected of a Contractor experienced in providing services of this scope and nature.
- 4.2 The Contractor shall use reasonable endeavours to meet any performance dates specified in the LTS Contract, but any specified date or time for performance by the Contractor shall not be considered a strict deadline ("*fatale termijn*"), meaning that the Contractor will not be in default ("*verzuim* ") by the mere expiry of the deadline for performance.
- 4.3 The Contractor shall appoint the Contractor's Lifetime Services Manager who shall have authority contractually to bind the Contractor on all matters relating to the Services. The Contractor shall use reasonable endeavours to ensure that the same person acts as the Contractor's Lifetime Services Manager throughout the term of the LTS Contract, but may replace him from time to time where reasonably necessary in the interests of the Contractor's business.
- 4.4 The Contractor shall observe all laws and regulations including health and safety rules and regulations and any other reasonable security requirements that apply at the Purchaser's premises and that have been communicated to it under Condition 7.1(e), provided that it shall not be liable under the LTS Contract if, as a result of such observation, it is in breach of any of its obligations under the LTS Contract.

4.5 The Contractor shall comply with all applicable privacy and data protection regulations, including, but not limited to, the General Data Protection Regulations.

## **5. SPARES WARRANTY**

5.1 The Contractor warrants that on installation, and for a period of 12 months from the date of installation (“**Warranty Period**”), any Spares supplied shall:

- (a) Conform in all material respects with their description and any applicable Specification;
- (b) Be free from material defects in design, material and workmanship.

5.2 Subject to Condition 5.3, if:

- (a) The Purchaser gives notice in writing to the Contractor during the Warranty Period within a reasonable time of discovery that some or all of the Spares do not comply with the warranty set out in Condition 5.1; and
- (b) The Contractor is given a reasonable opportunity of examining such Spares; and
- (c) The Purchaser (if asked to do so by the Contractor) returns such Spares to the Contractor's place of business at the Purchaser's cost, the Contractor shall, at its option, repair or replace the defective Spares, or refund the price of the defective Spares in full.

5.3 The Contractor shall not be liable for Spares' failure to comply with the warranty set out in Condition 5.1 if:

- (a) The defect arises because the Purchaser failed to follow the Contractor's verbal or written instructions as to the storage, commissioning, installation, use and maintenance of the Spares or (if there are none) good trade practice; or
- (b) The Purchaser alters or repairs such Spares without the written consent of the Contractor; or
- (c) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

5.4 The warranty as provided for in this Condition 5 is the only remedy available to the Purchaser in case of a defect or other non-conformity in the delivery of the Spares. The Contractor shall not have any liability beyond its warranty obligations provided for in this Condition 5 in respect of such non-conformity.

5.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or otherwise by law are, to the fullest extent permitted by law, excluded from the LTS Contract.

## **6. TITLE AND RISK**

6.1 The risk in the Spares shall pass to the Purchaser on delivery. The title in the Spares shall pass to the Purchaser either on delivery or upon receipt of the payment by the Purchaser for the relevant delivery, whichever is the latest.

## **7. PURCHASER'S OBLIGATIONS**

7.1 The Purchaser shall:

- (a) Co-operate with the Contractor in all matters relating to the Services and appoint the Purchaser's Manager, who shall have the authority contractually to bind the Purchaser on matters relating to the Services;
  - (b) Provide, for the Contractor, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Purchaser's premises, office accommodation, data and other facilities as set out in this LTS Contract;
  - (c) Provide, in a timely manner, such In-put Material and other information as the Contractor may reasonably require, and ensure that it is accurate in all material aspects;
  - (d) Be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
  - (e) Inform the Contractor of all health and safety rules and regulations and any other reasonable security requirements that apply at the Purchaser's premises; and
  - (f) Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of In-put Material and the use of the Purchaser's Equipment in relation to the Plant, in all cases before the date on which the Services are to start.
- 7.2 If the Contractor's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Purchaser, its agents, subcontractors, consultants or employees, the Contractor shall not be liable for any costs, charges or losses sustained or incurred by the Purchaser that arise directly or indirectly from such prevention or delay.
- 7.3 The Purchaser shall be liable to pay to the Contractor, on demand, all reasonable and proven costs, charges or losses sustained or incurred by the Contractor that arise directly from the Purchaser's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
- 7.4 The Purchaser shall not, without the prior written consent of the Contractor or where the transfer is affected automatically by operation of the Employment Regulations, at any time from the date of the LTS Contract to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Contractor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Contractor in the provision of the Services.
- 7.5 Any consent given by the Contractor in accordance with Condition 7.4 shall be subject to the Purchaser paying to the Contractor a sum equivalent to 20% of the then current annual remuneration of the Contractor's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Purchaser to that employee, consultant or subcontractor.
- 8. CHANGE CONTROL**
- 8.1 The Purchaser's Manager and the Contractor's Key Account Manager shall meet at least once every quarter to discuss matters relating to the Services. If either party wishes to change the

scope or execution of the Services, it shall submit details of the requested change to the other in writing.

- 8.2 If either party requests a change to the scope or execution of the Services, the Contractor shall, within a reasonable time, provide a written estimate to the Purchaser of:
- (a) The likely time required to implement the change;
  - (b) Any necessary variations to the Contractor's charges arising from the change; and
  - (c) Any other impact of the change on the LTS Contract together with any additional changes pursuant to Condition 8 above.
- 8.3 If the Purchaser wishes the Contractor to proceed with the change, the Contractor has no obligation to do so and the Purchaser has no corresponding obligation to make any payment, unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of the LTS Contract to take account of the change and the LTS Contract has been varied in accordance with Condition 15.
- 8.4 Notwithstanding Condition 8.3, the Contractor may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

## **9. CHARGES AND PAYMENT**

- 9.1 In consideration of the provision of the Services by the Contractor, the Purchaser shall pay the charges as set out in the LTS Contract together with any additional charges pursuant to Condition 8 above.
- 9.2 It is agreed that:
- (a) All charges quoted to the Purchaser shall be exclusive of VAT, which the Contractor shall add to its invoices at the appropriate rate;
  - (b) The Contractor shall ensure that (where relevant for charging purposes) every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Contractor shall use such time sheets to calculate the charges covered by each monthly invoice referred to in Condition 9.2(c); and
  - (c) The Contractor shall invoice the Purchaser monthly in arrears for its charges for fixed charges, time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Condition 9.
- 9.3 Payment shall be made as follows:
- (a) Payment shall be due on the date the Purchaser receives each invoice.
  - (b) The final date for payment, in full and cleared funds to a bank account nominated in writing by the Contractor, shall be 30 days after the date on which payment becomes due.
- 9.4 Without prejudice to any other right or remedy that it may have, if the Purchaser fails to pay the amount properly due to the Contractor by the final date for payment the Contractor may:

- (a) Claim the applicable statutory interest rate and the Purchaser shall pay the interest immediately on demand; and
  - (b) Suspend all Services until payment has been made in full.
- 9.5 All sums payable to the Contractor under the LTS Contract shall become due immediately on its termination, despite any other provision. This Condition 9.5 is without prejudice to any right to claim for interest under the law, or any such right under the LTS Contract.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 As between the Purchaser and the Contractor, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Contractor. Subject to Condition 10.2, the Contractor grants the Purchaser an irrevocable, royalty-free, non-exclusive licence to copy and use such Deliverables and the Pre-existing Materials solely for a purpose relating to the Services. Such Licence shall be transferable and allow the granting of sub-licences.
- 10.2 The Purchaser acknowledges that, where the Contractor does not own any of the Pre-existing Materials, the Purchaser's use of rights in Pre-existing Materials is conditional on the Contractor obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Contractor to license such rights to the Purchaser.
- 11. CONFIDENTIALITY AND THE CONTRACTOR'S PROPERTY**
- 11.1 The parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other, its employees, agents, consultants or subcontractors and any other confidential information concerning the other's business or its products.
- 11.2 Either party may disclose such information:
  - (a) Either party to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under the LTS Contract; and
  - (b) As may be required by law, court order or any governmental or regulatory authority.
- 11.3 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 11.
- 11.4 Neither party shall use any such information for any purpose other than to perform its obligations under the LTS Contract.
- 11.5 Subject to Condition 10, all materials, equipment and tools, drawings, specifications and data supplied by the Contractor to the Purchaser (including Pre-existing Materials and the Contractor's Equipment) shall, at all times, be and remain as between the Contractor and the Purchaser the exclusive property of the Contractor, but shall be held by the Purchaser in safe custody at its own risk and maintained and kept in good condition by the Purchaser until returned to the Contractor, and shall not be disposed of or used other than in accordance with the Contractor's written instructions or authorisation.

## **12. LIMITATION OF LIABILITY - THE PURCHASER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

12.1 Nothing in these Conditions shall limit or exclude the Contractor's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any matter in respect of which it would be unlawful for the Contractor to exclude or restrict liability.

12.2 Subject to Condition 12.1:

- (a) The Contractor shall not be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of use, loss of or corruption of data or information or indirect or consequential loss arising under or in connection with the LTS Contract except to the extent expressly allowed for within any liquidated damages provided for within the LTS Contract; and
- (b) The Contractor's total liability to the Purchaser in respect of all other losses arising under or in connection with the LTS Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed EUR 1,000,000 or if higher the fixed annual charge for the first 12 month period under the LTS Contract.

## **13. TERMINATION**

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the LTS Contract without liability of the terminating party to the other immediately on giving notice to the other if:

- (a) The other party fails to pay any amount due under the LTS Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) The other party commits a material breach of any of the material terms of the LTS Contract and (if such a breach is remediable) fails to remedy that breach within 60 days of that party being notified in writing of the breach; or
- (c) The other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts, or files for its bankruptcy, or is declared bankrupt, or a moratorium of payments is declared against, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (d) The other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or
- (e) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or



- (f) An application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
  - (g) A floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
  - (h) A person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
  - (i) A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - (j) Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 13.1(c) to Condition 13.1(i) (inclusive); or
  - (k) The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.2 On termination of the LTS Contract for any reason:
- (a) The Purchaser shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable immediately on receipt;
  - (b) The Purchaser shall, return all of the Contractor's Equipment, Pre-existing Materials and Deliverables. If the Purchaser fails to do so, then the Contractor may enter the Purchaser's premises and take possession of them. Until they have been returned or repossessed, the Purchaser shall be solely responsible for their safe keeping; and
  - (c) The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 13.3 Following termination of the LTS Contract for any reason and provided that (if required) the Contractor is paid in advance by the Purchaser for its Transitional Assistance Services, the Contractor shall continue to provide Transitional Assistance Services at the Purchaser's request for the period specified in Condition 3.3. Such services shall be provided on a time-and-materials basis in accordance with the applicable rates set out in the LTS Contract or if none, the Contractor's standard rates.
- 13.4 The Transitional Assistance Services to be provided by the Contractor shall include (without limitation) such of the following services as the Purchaser may specify:
- (a) Providing to the Purchaser an up-to-date maintenance manual;

- (b) Providing details of work volumes and staffing requirements over the preceding 12 months;
  - (c) Providing appropriate training to those Purchaser and/or replacement Contractor staff responsible for internal training in connection with the provision of the Services;
  - (d) Providing for transfer to the Purchaser and/or the replacement Contractor of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
  - (e) Answering all reasonable questions from the Purchaser and/or the replacement Contractor regarding the Services.
- 13.6 On termination of the LTS Contract (however arising) the following Conditions shall survive and continue in full force and effect:
- (a) Condition 6
  - (b) Condition 10;
  - (c) Condition 11;
  - (d) Condition 12;
  - (e) Condition 13;
  - (f) Condition 23.
- 14. FORCE MAJEURE**
- 14.1 Neither party shall be liable for any failure or delay in performing its obligations under the LTS Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable such as:
- (a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies;
  - (b) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - (d) Rebellion, revolution, insurrection, military or usurped power or civil war, riot, civil commotion or disorder;
  - (e) Epidemics, pandemics or similar, earthquakes, floods, storms, fires, terrorism, natural disasters, extreme weather conditions;
  - (f) Any circumstances beyond the reasonable control of either of the parties.
- 14.2 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate the LTS Contract by giving 14 days' written notice to the other party. On the expiry of this notice period, the LTS Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the LTS Contract occurring prior to such termination.

**15. VARIATION**

15.1 Subject to Condition 8 no variation of the LTS Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**16. WAIVER**

16.1 A waiver of any right or remedy under the LTS Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the LTS Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

**17. SEVERANCE**

17.1 If any provision of the LTS Contract (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.

17.2 If a provision of the LTS Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**18. ASSIGNMENT**

18.1 Neither party shall, without the prior written consent of the other, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the LTS Contract.

18.2 Each party that has rights under the LTS Contract is acting on its own behalf and not for the benefit of another person.

**19. NO PARTNERSHIP OR AGENCY**

19.1 Nothing in the LTS Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**20. RIGHTS OF THIRD PARTIES**

20.1 A person who is not a party to the LTS Contract shall not have any rights under or in connection with it.

**21. NOTICES**

21.1 Notices.

- (a) Any notice or other communication given to a party under or in connection with the LTS Contract shall be in writing, addressed to that party at its registered office (if it is a

company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, or fax.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 21.1(a); if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- (c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

## **22. DISPUTE RESOLUTION**

- 22.1 If any dispute arises in connection with the LTS Contract, the Contractor's Lifetime Services Manager and the Purchaser's Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 22.2 If the dispute is not resolved at that meeting, the parties may settle it in accordance with the Arbitration Rules of The Netherlands Arbitration Institute
  - (a) The arbitral tribunal shall be composed of three arbitrators.
  - (b) The place of arbitration shall be Rotterdam.
  - (c) The proceedings shall be conducted in the English language.
  - (d) The arbitral tribunal shall decide in accordance with the rules of law.
  - (e) Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in article 1046 of the Dutch Code of Civil Procedure and article 39 of the Arbitral Rules of The Netherlands Arbitration Institute, is excluded.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 The LTS Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Dutch law.