

## Terms and Conditions

These Terms and Conditions shall apply to all orders covering the sale and rental of goods and/or the provision of services by Anpera Technologies Limited, a company incorporated in Scotland (Company Number SC647052) and having its registered office at 12 Hope Street, Edinburgh, Scotland, EH2 4DB ("ANPERA"). Unless expressly accepted by ANPERA in writing, any additional or alternative terms and conditions proposed by any Customer are hereby expressly rejected.

### 1 DEFINITIONS

#### 1.1 In these Terms and Conditions:

"Acceptance" means any acceptance or acknowledgement of an Order in any form which is intimated by ANPERA to the Customer.

"Affiliate" means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 of the Companies Act 2006.

"Claim" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature including without limitation, those enjoyed by successors or assigns of the party initially.

"Client" means any client of the Customer Group.

"Client Data" means any data or information provided by or on behalf of a Client, in connection with the Services.

"Consequential Loss" means

- (i) indirect or consequential loss under English law; and
- (ii) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) whether direct or indirect, to the extent that these are not included in (i), whether or not foreseeable at the date of the Order.

"Customer" means the organisation or individual which has agreed with ANPERA that ANPERA will supply Goods and/or perform Services on its behalf pursuant to an Order.

"Customer Group" means Customer, its Co-Venturers, its Clients, its Clients' Co-Venturers, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the ANPERA Group.

"Contract Price" means the price agreed between the parties to be payable by the Customer in relation to the performance of an Order.

"Co-Venturer" means any co-venturers with either the Customer or the Client from time to time having an interest in the exploration and production licence or equivalent under which Work is being performed and the successors and assignees interests of such co-venturers.

"Designated Location" means the location where ANPERA has undertaken to deposit the Rental Equipment.

"Goods" means collectively the Sale Goods and the Rental Equipment.

"ANPERA Data" means all data gathered or generated by ANPERA (whether by operation of its products or otherwise) in connection with the provision of the Services to a Client, including (without limitation) the results of any analysis carried out by or on behalf of ANPERA on the data so gathered.

"ANPERA Group" means ANPERA, its Subcontractors, ANPERA's Affiliates, ANPERA's Subcontractors' Affiliates, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Customer Group.

"Oilfield Data" means together (a) the ANPERA Data (b) the Client Data.

"Order" means an order in any form which is intimated by the Customer to ANPERA.

"Permitted Purpose" means the specified purpose for which the Rental Equipment or the Sale Goods can be used.

"Rental Equipment" means any goods to be supplied to the Customer on a rental basis.

"Rental Period" means the period of time commencing when either (1) the ANPERA Group deposits the Rental Equipment at the Designated Location; or (2) the Rental Equipment is uplifted from ANPERA at the beginning of the duration of the rental; and terminating when either (1) ANPERA uplifts the Rental Equipment at the end of the Rental Period; or (2) when the Rental Equipment is returned to ANPERA.

"Sale Goods" means any goods to be sold to the Customer.

"Services" means services provided by ANPERA, including the preparation of reports.

"Subcontractors" means sub-contractors of any tier who are performing Work, their Affiliates, their directors, officers and employees (including any agency personnel).

"Third Party" means any individual, entity or party which is not a member of the Customer Group or the ANPERA Group.

"Work" means the supply of Rental Equipment, Sale Goods or the performance of Services pursuant to an Order.

### 2 ANPERA OBLIGATIONS

#### 2.1 ANPERA shall:

- 2.1.1 supply the Goods and the Services which are required to be supplied under each Order;
- 2.1.2 carry out all of its obligations under the Order and execute the Work with due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of Work to be carried out under the Order;
- 2.1.3 ensure that the Goods meet the requirements with regard to quality, fitness of purpose, quantity and specifications, which are set out in the relevant Order; and
- 2.1.4 comply with all applicable laws, by-laws and regulations when performing its obligations under the Order.

2.2 If Customer notifies ANPERA of any defect in the Sale Goods which are being sold to the Customer within six (6) months of receipt of the Sale Goods, ANPERA shall (subject to the operational requirements of the Customer) at ANPERA's option either repair or replace the defective Sale Goods subject to the defect having arisen due to any default by the ANPERA Group. ANPERA shall have no obligation to correct any defects in the Sale Goods where the Customer has failed to follow the instructions of ANPERA in relation to the use of the Sale Goods. In the event that ANPERA repairs or replaces any Sale Goods pursuant to this Clause 2.2, this provision shall apply to the part so repaired or replaced, however, the foregoing shall not extend any warranty beyond six (6) months from the date of receipt of the original Sale Goods. Save as expressly provided in these Terms and Conditions, the remedies specified in this Clause 2.2 shall be Customer's sole remedy in respect of defects in the Sale Goods.

2.3 If Customer notifies ANPERA of any Services which have not been performed in accordance with the terms of these Terms and Conditions within six (6) months of the completion of the Services to be performed pursuant to an Order, ANPERA shall (subject to the operational requirements of the Customer) carry out all works necessary to correct any defects in the Services which have arisen due to any default by the ANPERA Group. In the event that ANPERA re-performs any Service pursuant to this Clause 2.3, this provision shall apply to the re-performed Service, however, the foregoing shall not apply to extend any warranty beyond six (6) months from the date upon which the Service was originally performed.

2.4 Once agreed with ANPERA, an Order may not be cancelled by Customer unless ANPERA agrees to such cancellation in writing. If ANPERA agrees to cancellation of the Order in writing, ANPERA may charge a restocking charge of up to the Contract Price, plus all freight fees and other costs associated with such cancellation.

### 3 CUSTOMER OBLIGATIONS

3.1 The Customer Group shall use the Goods only for their Permitted Purpose as specified in the Order, any quote issued by ANPERA which is expressly incorporated in any Order, and any product information document, storage instruction document, safety information document, product disposal document or other document issued by the ANPERA Group to the Customer Group in writing.

3.2 The Customer Group shall further comply at all times with any instructions or restrictions specified in the Order, any quote issued by ANPERA which is expressly incorporated in any Order, and any product information document, storage instruction document, safety information document, product disposal document or other document issued by the ANPERA Group to the Customer Group in writing.

3.3 The Customer shall dispose of any used or unused Sale Goods according to their local regulations and not return to ANPERA. Customer samples must not be sent to

ANPERA unless specifically asked to do so by ANPERA. In the event that unauthorised samples are sent to ANPERA, ANPERA reserves the right to charge the Customer a disposal fee of £1000 or to return the samples to the Customer at the Customer's cost.

3.4 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the ANPERA Group from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this Clause 3 by the Customer Group. This Clause 3 shall survive termination or expiry of any Order or these Terms and Conditions.

### 4 Anti-Bribery and Corruption

4.1 It is Anpera's policy to conduct all business in an honest and ethical manner. Anpera take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all business dealings and relationships.

Anpera will uphold all laws relevant to countering bribery and corruption (in all the jurisdictions). However, Anpera remain bound by the laws of the UK, including the Bribery Act 2010, in respect of conduct both at home and abroad.

### 5 TAXES

5.1 ANPERA shall pay Tax and shall procure the due payment of Tax by any Subcontractor. For the purposes of this Clause 5, "Tax" means any tax, duty or charge including any interest or penalty thereon which may be properly and lawfully assessed upon ANPERA or any Subcontractor by any appropriate government authority upon or measured by or incident to the performance of ANPERA's duties under any Order.

5.2 If the activities in performance of any Order are carried out in the UK Continental Shelf and the UK Territorial Waters, ANPERA shall use reasonable endeavours to obtain an exemption certificate pursuant to paragraph 7 of Schedule 15 of the Finance Act 1973.

5.3 To the extent that payments to be made under any Order attract Value Added Tax (or any equivalent tax or charge), the proper amount of such Value Added Tax shall be shown as a separate item on the invoices issued by ANPERA. Value Added Tax shall be added to the Contract Price as appropriate.

5.4 Customer shall be responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which Customer is liable as imposed by any appropriate government authority whether of the United Kingdom or elsewhere.

### 6 INDEPENDENT CONTRACTOR

6.1 ANPERA shall perform its obligations under any Order as an independent contractor and not as an employee or agent of Customer. ANPERA shall maintain complete control over ANPERA's employees, Subcontractors and operations.

- 7 TRANSPORTATION**
- 7.1 Where Work is to be performed offshore, the Customer shall provide at no cost to ANPERA all transportation for ANPERA-provided equipment and materials, all routine and medic-vac transportation for ANPERA-provided personnel and reasonable accommodation and subsistence for ANPERA-provided personnel.
- 7.2 Where Work is to be performed onshore, the Customer shall reimburse ANPERA for all reasonable accommodation, subsistence and transport costs (relating to transportation to and from any home or other location specified in the relevant Order) at cost plus ten percent (10%).
- 8 INDEMNITIES**
- 8.1 Subject to Clause 9, ANPERA shall be responsible for and shall save, indemnify, defend and hold harmless Customer Group from and against all Claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- 8.1.1 loss of or damage to the property of the ANPERA Group other than the Rental Equipment during the Rental Period whether owned, hired, leased or otherwise provided by the ANPERA Group arising from or relating to the performance of any Order; and
- 8.1.2 personal injury including death or disease to any person employed by the ANPERA Group arising from or relating to the performance of any Order; and
- 8.1.3 subject to Clause 8.3, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the ANPERA Group.
- 8.2 Subject to Clause 9, Customer shall be responsible for and shall save, indemnify, defend and hold harmless the ANPERA Group from and against all Claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- 8.2.1 loss of or damage to (1) the property of Customer Group arising from or related to the performance of the Order located at the work site, and (2) the Rental Equipment during the Rental Period;
- 8.2.2 personal injury including death or disease to any person employed by the Customer Group arising from or relating to the performance of the Order; and
- 8.2.3 subject to Clause 8.3, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group.
- 8.3 Except as provided by Clause 8.1 and Clause 9, ANPERA shall save, indemnify, defend and hold harmless the Customer Group from and against all Claims of whatsoever nature arising from pollution occurring on the premises of ANPERA Group or emanating from property and equipment of ANPERA Group arising from, relating to or in connection with any Order.
- 8.4 Except as provided by Clause 8.2 and Clause 9, Customer shall save, indemnify, defend and

- hold harmless the ANPERA Group from and against all Claims of whatsoever nature arising from pollution emanating from the reservoir and the property and equipment of Customer Group arising from, relating to, or in connection with any Order.
- 8.5 All exclusions and indemnities given under this Clause 8 and Clause 9 (save for those under Clauses 8.1.3 and 8.2.3) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, under contract or otherwise at law.
- 8.6 If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, they shall notify the other and both parties shall co-operate fully in investigating the incident.
- 9 CONSEQUENTIAL LOSS**
- 9.1 Under no circumstances whatsoever, whether by reason of any negligence, breach of duty (statutory or otherwise), any other fault or strict liability of Customer Group, shall Customer Group be liable for Consequential Loss suffered by ANPERA Group. ANPERA shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from any such Consequential Loss suffered by ANPERA Group.
- 9.2 Under no circumstances whatsoever, whether by reason of any negligence, breach of duty (statutory or otherwise), any other fault or strict liability of ANPERA Group, shall ANPERA Group be liable for Consequential Loss suffered by Customer Group. Customer shall be responsible for and shall save, indemnify, defend and hold harmless ANPERA from any such Consequential Loss suffered by the Customer Group.
- 10 INSURANCE**
- 10.1 Customer shall ensure that it holds adequate insurance in relation to the liabilities which it has assumed under these Terms and Conditions.
- 10.2 Customer's insurances shall be endorsed to provide that the underwriters waive any rights of recourse including in particular subrogation rights against ANPERA and any Subcontractors.
- 11 HEALTH, SAFETY AND ENVIRONMENT**
- 11.1 Prior to the commencement of Work hereunder, Customer shall provide ANPERA with all applicable Customer safety rules and procedures together with all safety and usage documents in relation to any materials to be supplied by the Customer Group to the ANPERA Group.
- 11.2 ANPERA undertakes to comply with the provisions of all documents which are forwarded to it in writing pursuant to Clause 11.1 when performing Work pursuant to an Order.
- 12 TERMINATION**
- 12.1 Where Customer cancels all or any part of the Work at any time by notice in writing to ANPERA, Customer shall make payment of the entire value of the agreed Order, together with

- all expenses incurred by ANPERA and any Subcontractors as a consequence of Customer's decision to stop all or any part of the Work.
- 12.2 ANPERA may terminate any Order or any part thereof in the event of:
- 12.2.1 the Customer becoming bankrupt or making a composition or arrangement with its creditors or a winding – up order of the Customer being made, or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any applicable law; or
- 12.2.2 any breach of Clause 3 or Clause 22 of any nature by Customer Group; or
- 12.2.3 any material breach of any Order of any nature whatsoever.
- 13 **FORCE MAJEURE**
- 13.1 ANPERA shall not be liable to the Customer nor be deemed to be in breach of its obligations by reason of any delay in performing any of ANPERA's obligations arising under any Order, if the delay or failure was due to any force majeure occurrence caused beyond ANPERA Group's reasonable control, which has been promptly intimated to Customer. Without limitation, the following shall be regarded as force majeure occurrences but only to the extent that they are beyond ANPERA Group's reasonable control and which by the exercise of reasonable diligence ANPERA is unable to provide against: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, or civil disturbance; changes to acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; official strikes, lock-outs or other official industrial actions or trade disputes.
- 14 **DELIVERY**
- 14.1 Delivery of any Goods to be supplied under any Order shall be made to the location specified in the Order or such alternative location which is agreed between the parties in writing. Dates quoted for delivery of Goods or completion of any Work are approximate only.
- 14.2 The cost of the delivery of Goods shall be borne by the Customer unless the parties agree otherwise in writing.
- 14.3 The Customer shall be responsible for obtaining any necessary import licences or permits necessary for the entry of Goods into any country or their delivery to Customer. The Customer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods.
- 15 **TITLE AND RISK**
- 15.1 Subject to Clause 16, title in any Sale Goods shall pass to the Customer upon payment to ANPERA of the Contract Price in full.
- 15.2 Notwithstanding Clause 8, risk in any Sale Goods to be supplied hereunder shall pass to the Customer upon delivery.
- 16 **DATA OWNERSHIP, PATENTS AND OTHER PROPRIETARY RIGHTS**
- 16.1 All ANPERA Data shall be the property of ANPERA absolutely. Customer procures that the relevant Client grant to ANPERA a perpetual, royalty free licence to use the Client Data for its commercial and research purposes. Noting that nothing in this clause 16.1 shall permit ANPERA to disclose the Oilfield Data in a manner which would enable a third party to identify the Customer or a Client.
- 16.2 Subject to clause 16.1, nothing in this agreement shall restrict ANPERA's right to commercially exploit the Oilfield Data.
- 16.3 Where any intellectual property right of any nature in any country in the world results from:
- 16.3.1 developments by the ANPERA Group which are based wholly on data, equipment, processes, substances and the like in the possession of the ANPERA Group at the date of the Order being agreed by the parties or otherwise produced outside the Order; or
- 16.3.2 enhancements of or in the existing intellectual property rights of the ANPERA Group, or
- 16.3.3 enhancements of intellectual property rights in the Goods, such rights shall vest in ANPERA, another company within the ANPERA Group or another individual or entity which has collaborated with the ANPERA Group as the case may be.
- 16.4 Where any intellectual property right of any nature in any country in the world results from:
- 16.4.1 developments by the Customer Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Customer Group at the date of the Order being agreed by the parties or otherwise produced outside of the Order; or
- 16.4.2 enhancements of or in the existing intellectual property rights of the Customer Group, such rights shall vest in the Customer or the Customer's Affiliates or Co-Venturers as the case may be.
- 16.5 Except as provided in Clause 16.3 and 16.4, where any potential patent or registrable right in any country in the world arises out of the Work and is invented during the term of the Order, such rights shall vest in ANPERA.
- 16.6 The Customer shall be responsible for obtaining any third party licences which are required in connection with the use of the Rental Equipment and the Sale Goods. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the ANPERA Group from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of the obligations set out in the previous sentence.



16.7 Subject to Clause 3.3, Clause 16.6 and Clause 16.8, ANPERA shall save, indemnify, defend and hold harmless the Customer Group from all Claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of ANPERA under the Order except where such infringement arises from the Customer's instructions or any breach of Clause 3 or Clause 22 by Customer Group.

16.8 Notwithstanding Clause 16.7, the Customer shall save, indemnify, defend and hold harmless the ANPERA Group from all Claims, losses, damages, costs (including legal costs) expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Customer under the Order.

**17 ASSIGNMENT AND SUBCONTRACTING**

17.1 Neither party shall assign or transfer any Order which incorporates these Terms and Conditions in whole or in part, except with the prior consent of the other party, which shall not be unreasonably withheld or delayed.

17.2 ANPERA shall be entitled to subcontract the performance of all or any part of the Work agreed to be performed under an Order, without first obtaining the prior consent of the Customer. The parties agree that no subcontract shall bind or purport to bind the Customer. ANPERA shall however ensure that any Subcontractor shall be bound by and observe the provisions of the Order in so far as they apply to any subcontract. ANPERA shall be responsible for all Work, acts, omissions and defaults of any Subcontractor as fully as if they were Work, acts, omissions or defaults of ANPERA.

**18 PAYMENT**

18.1 ANPERA shall be entitled to invoice Customer on a monthly basis. Payment shall be made within 30 days after the date of ANPERA's invoice, unless an alternative arrangement is agreed in advance. Disputed items shall be resolved without delay and any amounts agreed to be payable shall then be settled promptly. Interest at the rate of 3% above the current Bank of England base rate shall be payable on a pro rata daily basis for late payment of correctly prepared invoices.

**19 RECORDS AND AUDITS**

19.1 ANPERA shall maintain true and correct records in connection with the Order and shall retain all such records for at least twenty four (24) months after completion of the Order. Customer may from time to time and at any time after the date of the Order until twenty four (24) months after performance of the Order, upon reasonable prior written notice to ANPERA, make an audit of all records held by ANPERA relating to:

19.1.1 all invoiced charges made by ANPERA on the Customer; and

19.1.2 any provision of these Terms and Conditions under which ANPERA has obligations the performance of which is capable of being verified by audit.

**20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

20.1 Except to the extent that the indemnified parties shall be entitled to enforce Clause 3.4, Clause 8, Clause 9, Clause 16.4, Clause 16.5 and Clause 16.6, the parties intend that no provision of any Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") confer any benefit on, nor be enforceable by any person who is not a party to any Order, which Order may be rescinded, amended or varied without notice to or the consent of any third party even if, as a result, that third party's right to enforce a term of any Order may be varied or extinguished.

**21 CONFIDENTIALITY**

21.1 Subject to Clause 16.1, the parties both agree to hold strictly confidential and undertake not to disclose (without the prior written consent of and in accordance with any conditions imposed by the other party) to any third party any information in any format (including without limitation any quotes issued by ANPERA, data, know-how, and any and all subject matter pertaining to the ANPERA Group or Customer Group, inventions, development, materials, technology, business plans, processes, protocols, reagents) for a period of 3 years following completion of the performance of the Work. This Clause 21 shall not apply where the information was in the public domain before it was furnished to the other party or, after it was forwarded to the party in question, entered into the public domain other than as a result of (i) a breach by either the Customer Group or the ANPERA Group of this Clause 21.1 or (ii) a breach of a confidentiality obligation by the disclosure where the breach was known to either the Customer Group or the ANPERA Group, or (iii) where disclosure is necessary in order to comply with an order of a court of competent jurisdiction, applicable legislation or regulatory requirements.

**22 NON-ANALYSIS**

22.1 The Customer Group will use the Goods only to analyse the properties and characteristics of the Customer Group's fluids and shall not, in any manner:

22.1.1 analyse the composition of the Goods or reverse engineer the Goods,

22.1.2 attempt to analyse the composition of the Goods or attempt to reverse engineer the Goods in any way; or

22.1.3 cause any other party to analyse the composition of the Goods or reverse engineer the Goods; in any way unless specifically authorised in writing by ANPERA.

22.2 The Customer Group will not furnish the Goods to any Third Party for any purpose and will not disclose to any Third Party that (i) it has used the Goods; or (ii) that it will use the Goods, both in the absence of the prior written consent of ANPERA.

22.3 "The Customer Group shall use its best endeavours to complete the analysis of the Customer Group's fluids and either (1) return the Rental Equipment to ANPERA or (2) dispose of the Rental Equipment in accordance with ANPERA's directions within ninety (90) days of collection or delivery of the Rental Equipment where such Rental Equipment is specified as having been supplied for the purposes of analysing the Customer Group's fluids in the relevant Order."

22.4 The Customer Group shall use its best endeavours to complete the analysis of the Customer Group's fluids, where the analysis is for the purpose of an evaluation as specified in the ANPERA Quote, within 3 months of collection or delivery of the Goods and upon completion of the analysis will return the Goods, as specified in the ANPERA quote, to ANPERA or shall dispose of the Goods in accordance with the directions of ANPERA.

22.5 Employees of the Customer Group shall have access to the Goods only to the extent necessary to perform his/her individual functions.

22.6 ANPERA shall have no liability whatsoever for:

22.6.1 the results of any analysis made by utilising the Rental Equipment or the Sale Goods; and

22.6.2 the interpretation of the results generated from the use of the Rental Equipment or the Sale Goods; and

22.6.3 any data and/or reports created from the interpretation of the results of the use of the Rental Equipment or the Sale Goods; and

22.6.4 any decisions made on the basis of any data generated from or by use of the Rental Equipment or the Sale Goods.

**23 ENTIRE REPRESENTATION**

23.1 Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of either party to require strict performance will not be affected by any previous waiver or course of dealing. Neither any Order nor any modifications will be binding

on a party unless signed by an authorised representative of each party.

**24 GENERAL**

24.1 No modifications to any Order shall be binding unless agreed in writing between the authorised representatives of Customer and ANPERA.

24.2 Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. ANPERA and the Customer agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic legal and commercial objectives of the invalid or unenforceable provision.

24.3 In the event of termination of the Terms and Conditions, the rights and obligations of the parties included in the following Clauses shall remain in full force and effect: Clauses 3, 5, 8, 9, 15, 16, 18, 19, 20, 21, 22, 23, 25 and 26.

**25 GOVERNING LAW**

25.1 These Terms and Conditions shall be governed by and construed according to the laws of England and Wales. All disputes which are not resolved through negotiation shall be subject to the exclusive jurisdiction of the English Courts (including all non-contractual claims and disputes).

**26 LIMITATION OF LIABILITY**

26.1 ANPERA's maximum cumulative liability in connection with any Order shall not exceed the value of the relevant Order. Such limitation shall apply to exclude or limit such liability not only in contract but in tort or otherwise at law and shall apply regardless of negligence (statutory or otherwise). The foregoing limitation shall not apply to any liabilities under Clause 5 (Taxes), Clause 8 (Indemnities), Clause 9 (Consequential Loss) and Clause 16 (Patents and Other Proprietary Rights).