

NEDERMAN NEDERLAND GENERAL TERMS AND CONDITIONS OF SALE

1 SCOPE

- 1.1 These general terms and conditions of sale shall apply to all contracts ("**Contracts**") concluded between purchasers of Scope of Supply (as defined in 1.4 below) ("**Customer**") from the Nederman Nederland company referred to as supplier in the relevant Contract ("**Supplier**"). A Contract may be formed either by a written agreement signed by each party or through the acceptance by Supplier of a quota from Customer ("**Order**").
- 1.2 Deviations from these general terms and conditions (the "**Conditions**"), or from any other arrangements concerning the Contract in which they are referred to, shall only be binding on Supplier if they are expressly accepted by Supplier in writing. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 1.3 The general terms and conditions of Customer or third parties which deviate or differ from these Conditions are not binding on Supplier even if Customer makes reference to such terms and conditions and Supplier does not expressly object to them.
- 1.4 Products (the "**Products**"), solutions which refers to provision of Product together with system design, commissioning and generally installation (the "**Solution**"), and after sale services (the "**Services**") to be delivered by Supplier and the agreed specifications (the "**Specifications**") are as set forth in the Contract in each case ("**Scope of Supply**")

2 ORDERS

Offers by Supplier are non-binding. An Order to purchase by Customer shall not be binding on Supplier unless accepted by Supplier in writing. If Supplier commences delivery pursuant to an Order, that Order shall be deemed accepted by Supplier.

3 DELIVERY AND DELAY

- 3.1 Unless otherwise agreed between the parties in writing, the terms of delivery are Ex Works (INCOTERMS 2010) Supplier's place of business. Any packaging and freight costs shall be charged separately. Risk shall pass to Customer upon delivery to the transporter.
- 3.2 If agreed between the parties that Supplier shall procure for the delivery of the Products to the premises of Customer ("**Premises**"), delivery shall be made at such address agreed in writing between the parties. Risk shall pass on the earlier of (i) when the Products are delivered to a third party transporter appointed by Customer and (ii) at the arrival at the Premises.
- 3.3 If Customer fails to accept delivery at the agreed delivery time, Customer shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Supplier shall arrange for storage of the Products at the risk and expense of Customer. Supplier shall also, if Customer so requires, insure the Products at Customer's expense. Unless Customer's failure to accept delivery is due to Force Majeure, Supplier may by notice in writing require Customer to accept delivery within a final reasonable period. If, for any reason for which Supplier is not responsible, Customer fails to accept delivery within such period, Supplier may by notice in writing terminate the Contract in whole or in part. Supplier shall then be entitled to compensation for the loss it has suffered by any act or omission by Customer or failure by Customer to perform any relevant obligation ("**Customer Default**").
- 3.4 Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.

4 WARRANTY

- 4.1 Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Products or Solutions shall conform to the Specifications and be free from material defects in design, material and workmanship and that the Services will be provided using reasonable care and skill. With regard to Service consisting of non-warranty Product repairs, a Warranty Period of six (6) months shall apply to such Service.

4.2 Provided that Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that the Scope of Supply does not comply with the warranty set out in clause 4.1 and (b) Supplier is given a reasonable opportunity of examining such Scope of Supply, Supplier will remedy the defect as follow:

4.2.1 With regard to Products

- (i) Supplier may request that Customer (if reasonably requested to do so by Supplier) returns such Products to Supplier's place of business at Customer's cost, Supplier shall, at Supplier's option repair or replace the defective Products (or parts thereof), or refund the price of the defective Products (or parts thereof) in full.
- (ii) If the defective Product or part thereof can be remedied by replacement or repair of a defective Product or part thereof and if dismantling and re-installation of the Product or part thereof do not require special knowledge, the Supplier may require that the defective Product or part thereof is sent to Supplier. In such case Supplier shall have fulfilled his obligations in respect to remedy of a defective Product or part thereof when Supplier delivers a duly repaired Product or part thereof or a replacement Product or part to the Customer.

4.2.2 With regard to Solutions

- (i) Supplier shall at its own cost remedy the defect without undue delay and as follow: Remedial work shall be carried out at the Premises, unless Supplier deems it more appropriate that the defective part of the Solution is sent to Supplier. Customer shall provide Supplier access to the Premises as reasonably requested.
- (ii) If the defective part can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may require that the defective part is sent to Supplier in such case Supplier shall have fulfilled his obligations. In respect to remedy of a defective part when Supplier delivers a duly repaired part or a part in replacement to the Customer.

4.2.3 With regard to Services

- (i) In case of a breach of section 6.1 the Supplier shall, after receipt of a written notice, which must be provided within a reasonable time after the Customer has or should have discovered the defect, however not more than three (3) months from the performance of the Service, without delay at his own cost remedy the defect.

4.3 Supplier shall not be liable for the Scope of Supply's failure to comply with the warranty in clause 4.1 if: (a) Customer makes any further use of the Scope of Supply after serving a notice under clause 4.2; (b) the defect arises as a result of Customer failing to follow the Manufacturer or Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance or (if there are none) good trade practice; (c) the defect arises as a result of Supplier following any drawing, design or specification supplied by Customer; (d) Customer alters or repairs the Products or Solutions without the prior written consent of Supplier; (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or (f) the Scope of Supply differ from any specification set out in the Order as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 Except as provided in this clause 4, Supplier shall have no liability to Customer in respect of the Scope of Supply's failure to comply with the warranty set out in clause 4.1.

4.5 Supplier reserves the right to amend the Specification of the Products as set out in the Order if required by any applicable statutory or regulatory requirements.

4.6 The Products are intended for use in the country of delivery and Supplier provides no warranties, express or implied, that the Products are suitable for use outside that country, or comply with any laws, regulations or standards of any other jurisdiction.

4.7 The remedies set out in this section are the exclusive remedies in case of defective Scope of Supply.

5 TITLE

5.1 The Products shall remain the property of Supplier until paid for in full to the extent that such retention of title is valid under the applicable law. Customer shall at the request of Supplier assist in taking any measures necessary to protect Supplier's title to the Products in the country concerned. The retention of title shall not affect the passing of risk under clause 3.1.

6 SERVICES

- 6.1** Supplier shall provide the Services to Customer in accordance with the Contract in all material respects.
- 6.2** Supplier shall not be liable for any breach in relation to the performance of the Service that is caused by a Force Majeure or Customer's failure to provide Supplier with adequate instructions, access and assistance for the provision of the Services or is a result of Suppliers reliance upon designs, reports, plans, or other material provided by Customer or its third party representatives.
- 6.3** Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Supplier shall notify Customer in any such event.

7 SOLUTIONS

- 7.1** If the parties have agreed that an acceptance or taking-over test (the "**Test**") shall be carried out prior to the installation being completed ("**Completion**"), such test shall be carried out at such date as notified by Supplier giving Customer reasonable time to prepare. When the Solution in all material respects conform the Specifications, the parties shall sign a certificate confirming Completion. Any defects shall be treated in accordance with clause 4. Completion has occurred; (a) when the Solution in all material respects conform the Specifications; (b) if Customer fails to participate in a Test or (c) Customer starts to use the Solution or any part thereof. Disputes between the parties whether Completion shall be deemed to have occurred shall be resolved through dispute resolution in accordance with clause 18.9.
- 7.2** Either party may in writing request changes in the supply of the Solution. The parties shall in good faith negotiate and agree upon reasonable changes in the supply of the Solution.
- 7.3** After Completion, if training is part of the Solution, Customer shall make a representative available to be trained by Supplier, such training concludes the provision of the Services, and for the avoidance of doubt any further training will be chargeable in accordance with applicable charging rates applied by Supplier from time to time.
- 7.4** If the Solutions is not performed at the agreed time, due to events caused by Supplier, Customer is entitled to liquidated damages of 0.5% of the order value of the delayed Solution per full week of delay. The liquidated damages shall not exceed 5% of the order value of the delayed Services. In order to be valid, any claim for liquidated damages must be received by Supplier no later than 12 weeks after the agreed time of delivery. All other claims against Supplier based on delay shall be excluded, except for losses suffered by Customer to the extent such losses are caused by Supplier's willful acts or gross negligence.

8 SOFTWARE AND SOFTWARE-AS-A-SERVICE

If the parties have agreed that the Scope of Supply shall include a software or software as a service, such additional software or service shall be set forth in the Contract and be governed by a separate service agreement referenced in the Order.

9 CUSTOMER'S OBLIGATIONS

- 9.1** Customer shall:
- (a) provide Supplier with access to the Premises, office accommodation and other facilities as reasonably required by Supplier to provide the Services;
 - (b) prepare the Premises for the supply of the Services;
 - (c) provide Supplier with: (i) such information and materials as Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects including information concerning health and safety aspects of attending at the Premises; (ii) clear access to the Premises for offloading and installation, and (iii) the facilities, required by the Supplier to provide the Services;
 - (d) ensure that the Premises have sufficient access for plant and operating equipment;
 - (e) ensure the presence of asbestos (if any) at the Premises is reported to Supplier, and made safe prior to the provision of the Services;
 - (f) ensure that the Premises has a designated area suitable for the storage of Products and Suppliers plant and machinery during the provision of Services;
 - (g) ensure that the Premises can support the installation of and operation of the Solution;
 - (h) ensure that any location appointed by Customer for Supplier's performance of Services shall comply with all relevant health, safety and environmental laws and regulations;

- (i) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start including planning permission;
- (j) keep and maintain all materials, equipment, documents and other property of Supplier ("**Supplier Materials**") at the Premises in safe custody at its own risk, maintain Supplier Materials in good condition until returned to Supplier, and not dispose of or use Supplier Materials other than in accordance with Supplier's written instructions or authorization;
- (k) use its best endeavors to ensure that the Premises are safe for the provision of the Services. Customer is also obliged to inform Supplier and the location of any concealed pipes and wires which may affect the delivery of the Services and about any known risk and any hazardous materials at the Premises;
- (l) operate the Solution in accordance with any instructions issued by the Supplier and manufacturer of the Products;
- (m) not interfere with or permit any third party to interfere with, adjust, test, service or attempt to repair the Solution; and
- (n) appoint suitably qualified electrical contractors to complete the installation of the Solution in accordance with all applicable regulations and provide the Supplier with copies of any certificate of inspection.

9.2 If Supplier's performance of any of its obligations in respect of the supply of the Scope of Supply is prevented or delayed by Customer Default:

- (a) Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until Customer remedies Customer Default, and to rely on Customer Default to relieve it from the performance of any of its obligations to the extent Customer Default prevents or delays Supplier's performance of any of its obligations;
- (b) Supplier shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) Customer shall reimburse Supplier on written demand for any costs or losses sustained or incurred by Supplier arising directly or indirectly from Customer Default including those incurred by Supplier:
 - (i) in carrying out additional works to ensure clause 7.1 is satisfied; and (ii) in mobilizing its employees, sub-contractors, Products, plant and machinery from the Premises in circumstances where Supplier is unable to provide or continue the Services due to a Customer Default.

10 CHARGES

10.1 The price for the Scope of Supply shall be the price set out in the Contract or, if no price is quoted, in the case of Products the price shall be the then current valid price at the date of placing an order, or in the case of Services, Suppliers standard daily fee rates subject always to adjustment in accordance with this clause 10.

10.2 Supplier reserves the right to increase the price of the Scope of Supply, by giving notice to Customer at any time before delivery, to reflect any increase in the cost of the Scope of Supply to Supplier that is due to:

- (a) any factor beyond the control of Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs);
- (b) any request by Customer to change the delivery date(s), quantities or types of Products ordered, or the Products Specification;
- (c) any delay caused by any instructions of Customer in respect of the Products or failure of Customer to give Supplier adequate or accurate information or instructions in respect of the Products; or
- (d) any request for additional Products and/or Services has been made on the Premises by Customer's site manager, in such circumstances, such Charges for Products and/or Services shall be on a time and materials basis.

10.3 Supplier shall be entitled to charge Customer for any additional Products supplied and/or Services provided which are over and above those set out in the Order, where such request for additional Products and/or Services has been made on the Premises by Customers site manager, in such circumstances, such charges for Products and/or Services shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with Supplier's standard daily fee rates, as set out in Suppliers quotation;
- (b) Supplier's standard daily fee rates for each individual are calculated on the basis of normal working hours;
- (c) Supplier shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in (b);
- (d) Supplier shall be entitled to charge Customer for any expenses reasonably incurred by the individuals whom Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of

services provided by third parties and required by Supplier for the performance of the Services;
and
(e) Supplier shall be entitled to charge Customer for any additional Products.

10.4 Following Completion of the installation, Supplier reserves the right to charge Customer for labor and materials at the then prevailing rate where:

- (a) any replacement, repairs or modifications to the Solution are needed which are not covered under the warranties' or needed as a result of a change in a relevant standard or regulation governing the Solution;
- (b) the Solution needs inspecting, resetting, repairing or replacing in circumstances where Customer, its employees, agents, sub-contractors or workers failed to follow the operating instructions for the Solution.

10.5 Unless Supplier agrees otherwise in writing, the Contract does not include:

- (a) any materials not specified in the Contract;
- (b) any work involving building or civil engineering, (including cutting away brickwork, roofing, structural alterations and returning the same to weatherproof condition) electrical installation (including the mounting of the electrical control panel, providing HRC fused mains isolator and other electrical wiring), concealing cables, decorating, plastering, building or carpentry works or connection with the installation, repair or maintenance of the Solution;
- (c) crane hire or the provision and erection of any scaffolding, ladders, trestles and roof crawler boards or other equipment required to work at height, or a fork lift truck or operator or hire thereof; and
- (d) compressed air connections.

11 PAYMENT

11.1 Unless otherwise agreed in writing, Supplier shall invoice Customer on or at any time after delivery of Scope of Supply and Customer shall pay each invoice submitted by Supplier within 30 days of the date of invoice.

11.2 In respect of Contracts for the provision of Solutions and unless otherwise agreed:

- (a) Supplier shall invoice Customer on or at any time after the Order is placed, for up to 30% (thirty per cent) of the Contract value and Customer shall pay such invoice within 5 business days of the date of invoice; and
- (b) Supplier shall invoice Customer on or at any time after delivery of the physical products for up to a further 60% of the Contract value and Customer shall pay such invoice within 30 days of the date of invoice.
- (c) Supplier shall invoice Customer on or at any time after the date of the Completion further 10% of the Contract value and Customer shall pay such invoice within 30 days of the date of invoice.

11.3 Customer shall pay each invoice submitted by Supplier in full and in cleared funds to a bank account nominated in writing by Supplier.

11.4 All amounts payable by Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

11.5 Without limiting any other right or remedy of Supplier, if Customer fails to make any payment due to Supplier under the Contract by the due date for payment ("**Due Date**"), Supplier shall have the right to charge a late payment fee and interest on the overdue amount at the rate of 1,5 % per cent per month. Supplier reserves the right to instruct a third party to recover any monies owing by Customer and to pass onto Customer any costs incurred as a result of instructing a third party to collect an overdue account.

11.6 Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and Customer shall not be entitled to assert any credit, set-off or counterclaim against Supplier in order to justify withholding payment of any such amount in whole or in part. Supplier may, without limiting its other rights or remedies, set off any amount owing to it by Customer against any amount payable by Supplier to Customer.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All intellectual property rights (including but not limited to software) in or arising out of or in connection with the Scope of Supply shall be owned by Supplier.

12.2 All Supplier Materials are the exclusive property of Supplier including any designs of the Solution or modifications to an existing Solution prepared by Supplier.

12.3 To the extent that the Products are to be manufactured in accordance with a specification supplied by Customer, Customer shall indemnify Supplier against all liabilities, costs, expenses, damages and

losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Supplier in connection with any claim made against Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Supplier's use of the Specification.

13 CONFIDENTIALITY

A party ("**Receiving Party**") 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 to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

14 LIMITATION OF LIABILITY

14.1 Neither party shall be liable to towards the other for any indirect or consequential loss including loss of profits, loss of revenue, business interruption and/or loss of goodwill or contracts. Suppliers liability shall not exceed twenty (20) percent of the value of the Scope of Supply supplied under the Order. Nothing stated herein shall exclude or restrict any liability for willful acts or gross negligence or for death or personal injury resulting from negligence.

14.2 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract. For the avoidance of doubt, neither the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention) nor any local Sale of Goods Act shall be applicable.

15 TERMINATION

15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party has committed any material breach of the Contract, including these Conditions, and has not remedied the same (if capable of remedy) within sixty (60) days of receiving notice in writing from the non-defaulting party; or
- (b) the other party shall compound or make arrangements with its creditors or go into liquidation or have a receiver, administrative receiver, administrator or manager appointed over all or any part of its assets, otherwise than as part of a bona fide amalgamation or reconstruction.

15.2 For the avoidance of doubt, Supplier shall, for the purpose of clause 15.1(a), not be deemed to be in breach of the Contract due to any delay regarding which the Customer may claim liquidated damages pursuant to clause 7.4.

15.3 Without limiting its other rights or remedies, Supplier shall have the right to suspend the supply of the Scope of Supply under the Contract or any other contract between Customer and Supplier if Customer fails to pay any amount due under this Contract on the Due Date or becomes subject to any of the events listed in clause 15.1(b) or Supplier reasonably believes that Customer is about to become subject to any of them.

16 CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract for any reason:

- (a) Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Supplier shall submit an invoice, which shall be payable by Customer immediately on receipt;
- (b) Customer shall return all of Supplier Materials which have not been fully paid for. Until they have been returned, Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect; and

- (e) Any obligations and duties which by their nature extend beyond the expiration or termination of the Contract will survive the expiration or termination of the Contract. Without limiting the foregoing, Clauses 12, 13, 14, 16, 17 and 18.9 will survive termination of the Contract.

17 EXPORT CONTROL

- 17.1** If Customer transfers Products and Services (hardware and/ or software and/ or technology as well as corresponding documentation) delivered by Supplier, Customer shall comply with all applicable national and international export (and re-export) control regulations. In any event of such transfer of Products and Services Customer shall also comply with the (re-) export control regulations of the European Union and of the United States of America.
- 17.2** The Customer warrants that it is not subject, directly or indirectly to any EU, US, UN or other nation's sanctions. Supplier shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

18 GENERAL

- 18.1** Force majeure:
- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 - (b) Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - (c) Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended due to a Force Majeure Event for more than three months.
- 18.2** Assignment and subcontracting:
- (a) Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
 - (b) Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.3** Notices:
- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office.
 - (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 18.4** Waiver and cumulative remedies:
- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract 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.
 - (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 18.5** Severance:
- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 18.6** No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another

party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

- 18.7** Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18.8** Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Supplier.
- 18.9** Governing Law, and Disputes. The law governing this Contract as well as the court or institute having jurisdiction over any dispute or claim arising out of or in connection with this Contract depends on which Supplier entity has entered into the Contract as set out in the table below:.

If the Supplier contracting party, specified in Contract or Order is:	The governing law of the Contract is the substantive laws of:	Jurisdiction over any dispute or claim based on the Contract
<p>Nederman Magyarorszag Kft</p> <p>Nederman CR s.r.o</p> <p>Nederman Makine Sanayi Ve Ticaret Limited Sirketi</p> <p>Töredal Verkstad AB</p> <p>Nederman Ibérica S.A.</p> <p>AB Ph Nederman & Co</p> <p>Nederman Distribution Sales AB</p> <p>Nederman OOO</p> <p>Nederman N.V./S.A.</p> <p>Nordfab Europe AS</p> <p>Nederman Manufacturing Poland Sp. z.o.o.</p> <p>Nederman MicroPul Poland Sp. z.o.o</p> <p>Nederman Polska Sp. z.o.o.</p> <p>Nederman Nederland BV</p> <p>Nederman Ltd</p> <p>Filtac AB</p> <p>Menardi Filters Europe A/S</p> <p>Nederman Nordic AB</p> <p>Luwa Havalandırma Teknikleri San. Ve Tic. Ltd.Şti.</p> <p>NEO Monitors AS</p> <p>Nederman Insight AB</p>	<p>Sweden</p>	<p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be where the Supplier has its registered office. The language to be used in the arbitral proceedings shall be English</p>

<p>Nederman Filtration GmbH</p> <p>Nederman MicroPul GmbH</p> <p>Nederman GmbH</p> <p>Nederman GmbH (Austria)</p> <p>Luwa Air Engineering AG</p>	<p>Germany</p>	<p>All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Stuttgart. The language of the arbitration shall be English.</p>
<p>Nederman S.A.S</p> <p>Micropul France SAS</p>	<p>France</p>	<p>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules</p>
<p>Menardi LLC</p>	<p>the state of South Carolina (USA), without regard to conflict of laws principles</p>	<p>Any controversy or claim arising out of or relating to this Agreement of the performance or breach hereof shall be settled in Columbia, South Carolina, by arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties consent the jurisdiction of the state and federal courts in South Carolina for all purposes in connection with such arbitration. The parties further consent that any process notice of motion or other application to either of such courts or any judge thereof may be served by registered mail or personal service outside the state of South Carolina, provided a reasonable time for appearance is allowed, or in such other manner as may be allowed under the rules of such courts.</p>
<p>Auburn FilterSense LLC</p>	<p>The Commonwealth of Massachusetts (USA) without regard to conflict of laws principles</p>	<p>This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts, and the validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the laws of Massachusetts, without regard to conflict of law principles. The parties hereby consent and submit without limitation to the jurisdiction of courts in Massachusetts in connection with any action arising out of this Agreement and waive any right to object to any such forum as inconvenient or to object to venue in Massachusetts. The parties agree that, in any action arising out of this Agreement, a party will accept service of process by registered mail or the equivalent directed to the party's last known address or by such other means permitted by such court.</p>
<p>Nederman Canada Ltd</p> <p>Nederman Shared Services LLC</p> <p>Nederman Manufacturing & Logistics LLC</p> <p>Nordfab LLC</p> <p>Nederman Micropul LLC</p> <p>Nederman Micropul Canada Inc.</p> <p>Nederman Corporation</p>	<p>the State of North Carolina (USA), including the Uniform Commercial Code as adopted in the State of North Carolina, without regard to conflict of laws principles.</p>	<p>No claim or cause of action may be asserted as a class action or on behalf of a class, and no person or entity shall have a right to institute or maintain claims in litigation as a class action or on behalf of a class. BUYER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN MECKLENBURG COUNTY, NORTH CAROLINA, OR ANY FEDERAL COURT LOCATED IN THE STATE OF NORTH CAROLINA AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE PURCHASE ORDER. NOTHING IN THIS AGREEMENT AFFECTS THE RIGHT OF SELLER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY ACTION OR PROCEEDING AGAINST BUYER IN THE COURTS OF ANY OTHER JURISDICTION THAT HAS JURISDICTION OVER BUYER. TO THE EXTENT PERMITTED BY LAW, BUYER WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION THAT IT MAY HAVE</p>

<p>National Conveyors Company Inc.</p> <p>LCI Corporation International</p> <p>Luwa America, Inc.</p>		<p>BASED ON LACK OF JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.</p>
<p>Nederman India Private Limited,</p> <p>Nederman SEA Co Ltd</p> <p>Nederman (Malaysia) Sdn Bhd</p> <p>PT Nederman Indonesia</p> <p>Nederman MicroPul Pty Ltd</p> <p>Nordfab Ducting Co Ltd</p> <p>Luwa India Private Limited</p> <p>Luwa Engineering Private Limited</p>	<p>Singapore</p>	<p>Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore], The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.</p>
<p>Nederman do Brasil Comércio de Produtos de Exaustao Ltda</p>	<p>Brazil</p>	<p>Any dispute arising out of the present contract shall be finally settled by arbitration. The arbitration shall be administered by the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada ("CAM/CCBC") under its Rules, and the Rules' provisions shall be an integral part of the present contract. The Arbitral Tribunal shall consist of three (3) arbitrators, appointed in accordance with the Rules of the CAM/CCBC. The seat of arbitration shall be Sao Paulo Brazil. The arbitration proceedings shall be conducted in English.</p>
<p>Nederman (Shanghai) Co Ltd</p> <p>Nederman International Trading Shanghai Co. Ltd Ltd</p> <p>Nederman Manufacturing (Suzhou) Co Ltd</p> <p>Luwa Air Engineering (Shanghai) Co., Ltd</p>	<p>Hong Kong,</p>	<p>Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.</p>