

**GENERAL TERMS AND CONDITIONS OF SALE
of
CHESS DYNAMICS LIMITED**

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1. INTERPRETATION

1.1 For the purpose of these General Terms and Conditions of Sale the following expressions shall have the meaning assigned to them below unless the context otherwise requires:

‘Acceptance’	means the requirements to be demonstrated or performed by CHES that have been agreed between the Parties as constituting the acceptance of the Goods and Services as set out in the Scope of Supply;
‘Amendment’	means any amendment, which shall be deemed to have been agreed by the Parties to any part of these General Terms and Conditions of Sale relating to the non-technical provisions of a Purchase Order made in writing and signed by both Parties;
‘Annex’	means a document that is attached to a Contract;
‘Applicable Law’	means as the context requires, all or any laws of any kind, at any time or from time to time in force in England and Wales and which are or may become applicable to these General Terms and Conditions of Sale, any agreement or document referred to in these General Terms and Conditions of Sale, including environmental laws but specifically excluding the UN Convention on Conditions of Contract;
‘Application of terms’	means subject to any variation under Clause 23, these General Terms and Conditions of Sale form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any Purchase Order, confirmation of order, Specification, or other document);
‘Background Technical Information’	means the Technical Information which was generated otherwise than in the performance of a Purchase Order;
‘Business Day’	means a working day, according to the Gregorian calendar, between Monday and Friday when the banks are open for business in London, unless stated otherwise. A reference to ‘day’ shall mean a day in the Gregorian calendar, both Business Days and non-working days;
‘Changes’	means any amendment, which shall be deemed to have been agreed by the Parties in relation to the Scope of Supply of a Purchase Order made in writing and signed by both Parties;
‘Clause’	means a clause of these General Conditions of Sale;
‘Contract’	means the acceptance by the Customer of the Proposal as evidenced by the Customer issuing a valid Purchase Order or the Parties having entered into a written and signed agreement that incorporates these General Terms and Conditions of Sale and such other terms as the Parties may have agreed in writing;

'Contract Price'	means the price payable to CHES by the Customer as determined under the provisions of the Purchase Order for the full and proper performance by CHES of its obligations under the Contract. The price shall be deemed to be exclusive of all taxes and duties in and may be subject to VAT in Great Britain;
'Customer Furnished Information or Items, ('CFE)'	means the collective term for Customer Furnished Information (CFI), Facilities (CFF), Services (CFS) and Equipment (CFE) to be made available to CHES by the Customer for the performance of a Contract;
'Customer'	means the person, legal entity or governmental authority that has the legal capability and capacity to enter into a binding Purchase Order with CHES;
'Delivered / Deliverables'	means in respect of Goods item or items, including equipment, and documents forming part of the Scope of Supply that CHES is required to provide under the Purchase Order. In respect of Services Deliverables may be intangible, tangible and include Software;
'Delivery Schedule'	means the indicative Programme provided by CHES to the Customer for guidance purposes;
'Effective Date'	means the date upon which CHES has confirmed to the Customer in writing that Chess has accepted the Purchase Order;
'Force Majeure Event'	means any events that are (a) unforeseeable at the time the Parties entered into the Purchase Order and; (b) beyond the reasonable control of the affected Party, including acts of God; the refusal of any government to grant a necessary export licence or the withdrawal or suspension of such licence; any other government or other legal or regulatory authority action or inaction; fires; floods; inability to obtain equipment, suitable raw materials and components; wars or threats of war; riots; national labour disputes; acts of terrorism; disruption to essential services such as electrical power; extreme weather; epidemics; pandemics (which for the avoidance of doubt includes disruption caused by the COVID-19 pandemic although this may be foreseeable at the time of Contract);
'Foreground Technical Information'	means the Technical Information that is generated in the performance of the Purchase Order;
'Goods'	means the item or items, including equipment, and documents forming part of the Scope of Supply that CHES is required to provide under the Purchase Order;
'INCOTERMS'	means the International Chamber of Commerce official rules for the interpretation of trade terms 2020 edition;
'Information'	Means any information in any written, oral, visual, electronic, or other form;

'Notice'	means any written request, approval, demand, consent, direction, or other communication required to be given under the Contract or for which the Contract makes provision;
'Part or Parts'	means the new materials that are supplied by CHES as part of the Repair and Maintenance Services;
'Programme'	means the indicative schedule for the delivery of Goods including the lead-time for design, development, production, and testing and for Services the mobilisation period, if any, together with the identification of tasks to complete the Services and the timescale and resources required;
'Proposal'	means the response issued by CHES in response to an enquiry from a Customer;
'Purchase Order'	means the document issued by the Customer to CHES requesting the provision of Goods and or Services;
'Repair and Maintenance Services' ('RMS')	means the provision of repair and maintenance of a Customer's in service Goods that have been supplied by CHES either directly or indirectly to the Customer. The provision of engineering support, field service support, spare parts including consumables;
'Scope of Supply'	means that part of the Contract which directly identifies, either directly or by reference, the Goods and or Services and quantities required to be delivered, the Specification and the price or pricing terms in relation to each Goods and or Services;
'Services'	means the services and all the activities necessary to comply with all the requirements forming part of the Scope of Supply that CHES is required to provide under the Contract;
'Software'	means all or any part of any: <ul style="list-style-type: none">a. Object Code (as defined at 2 below);b. Source Material (as defined at 3 below);c. Associated user documentation;d. Screen display, instruction steps, the choice and configuration of menus and windows, ore. Otherwise specified as Software in the Purchase Order. <p>(2) 'Object Code' shall mean machine code executable by a data processing system.</p> <p>(3) 'Source Material' shall mean that material, taken individually or in any combination of it, which is:</p>

- (3.1) Source Code, which is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;
- (3.2) a representation or identification of the data processing system configuration, computer programmes, including any tools, procedures, rules, and associated documentation, including flowcharts / organigramme, generated by or for CHES under the Contract;
- (3.3) a representation or identification of the data processing system configuration, computer programmes, including any tools, procedures, rules and associated documentation, including flowcharts / organigramme, used to generate the Object Code, but not generated by or for CHES under the Purchase Order, when in sufficient detail and suitable form, to permit replication of such data processing system configuration, computer programmes, procedures, rules and associated documentation independently of CHES;
- (3.4) and to the extent necessary to enable modification and testing of the Object Code independently of CHES, documentation on the specification, design rules, design, testing, analysis, function, usage, and capabilities of the Object Code and of the material at (3.1), (3.2) and (3.3) above;

‘Specification’	means the characteristics that are associated with Goods to be supplied or a Service to be provided. For Goods it will include inter alia the characteristics, quality, safety requirements and the Goods performance parameters. In relation to Services, it will define the requirements, timescales, deliverables, and Key Performance Indicators as set out in the Specification;
‘Sub-Contract’	means a contract placed by CHES or any of its Sub-Contractors, at any tier of sub-contracting, in or towards fulfilment of any obligation on the part of the Scope of Supply under a Purchase Order;
‘Sub-Contractor’	means any legal entity that enters into a Sub-Contract;
‘Technical Information’	means the recorded or documented Information of a scientific or technical nature whatever the format, documentary characteristics or other medium of presentation. The Information may include but is not limited to any of the following: experimental and test data, specifications, designs and design processes, Inventions, and discoveries whether or not patentable or otherwise protectable by law, technical descriptions and other works of a technical nature, semiconductor topography / mask works, technical and manufacturing data packages, know-how and trade secrets and Information relating to industrial techniques. It may be presented in the form of documents, pictorial reproduction, drawings and other graphic representations, disc, and film recordings (magnetic, optical - including laser), computer software both programmatic and database, and computer non-volatile memory,

printouts or data retained in computer non-volatile memory or any other form;

'Termination Account' means the financial statement prepared by CHES that sets out CHES's costs as at the date of termination of the effected Contract detailing CHES's labour, material, sub-contractor, and supplier costs that cannot be avoided;

'Variable Price' means a price that is fixed and not firm and is subject to variation in accordance with a formula for variation of price (VoP) or for foreign exchange fluctuations or both as provided for in the Purchase Order.

- 1.1 CHES and the Customer may both individually or collectively be referred to as the 'Party' or the 'Parties.'
- 1.2 The headings of Clauses are for convenience of reference only; they form no part of these General Terms and Conditions of Sale and shall affect neither the interpretation nor the scope of intent of these General Terms and Conditions of Sale.
- 1.3 Words importing the plural shall include the singular and vice versa.
- 1.4 Words importing one gender include every gender.
- 1.5 References to a person shall be construed as including, without limitation, references to an individual, firm, company, corporation, unincorporated association or body of persons, any employee servant or agent of the aforementioned, and any government entity and includes a reference to that person's legal personal representatives, successors, and lawful assigns.
- 1.6. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- 1.7 Wherever in these General Terms and Conditions of Sale provision is made for the giving or issue of any Notice, consent, approval, certificate, or determination by either Party, unless otherwise specified such Notice, consent, approval, certificate, or determination shall be in writing and the words 'notify,' 'consent,' 'approve,' 'certify' or 'determine' shall be construed accordingly. Any such Notice, consent, approval, certificate, or determination shall not unreasonably be withheld or delayed except where it is expressed to be at the absolute discretion of a Party.
- 1.8 The words 'hereof,' 'herein,' 'hereon' and 'hereunder' and words of similar import, when used in these General Terms and Conditions of Sale, refer to these General Terms and Conditions of Sale as a whole and not to any particular provision of these General Terms and Conditions of Sale.

2. PROPOSAL

- 2.1 The Proposal issued by CHES in response to the written enquiry provided by the Customer shall set out Chess's offer to supply or provide the Goods and Services (including maintenance and repair) as detailed therein. Any requirement that the Customer has stated within its written request that is not addressed within the Proposal is hereby expressly excluded.
- 2.2 Unless otherwise stated within the Proposal, the validity period for acceptance of the Proposal shall be thirty (30) calendar days from the date of the Proposal. CHES may at its discretion on receipt of a written request extend the validity period of the Proposal.

2.3 During the validity period of the Proposal, CHES, upon written notice, may modify or withdraw the Proposal.

2.4 In the event that a Contract is not entered into within the validity period of the Proposal, then the Proposal shall be deemed lapsed and no longer capable of acceptance.

3. CONDITIONS PRECIDENT

3.1 The Contract shall come into force on the date that the Purchase Order is accepted by CHES in writing. For the avoidance of doubt, CHES will not commence any activity associated with the Purchase Order until such time as a Contract is formed in accordance with these General Terms and Conditions of Sale.

3.2 In the event that the following conditions, if stated as required in the Proposal, are not fulfilled within a period of three (3) months from the date that the Contract comes into force, then CHES may unilaterally rescind the Contract without liability to the Customer and is permitted to seek wasted costs from the Customer for the proportion of the Scope of Supply undertaken:

- a. receipt by CHES of the advance payment;
- b. notification of the opening of the documentary credit and of its confirmation by CHES's bank; and
- c. for Repair and Maintenance Services, the payment by the Customer of the Contract Price for the investigation activity and the delivery of the relevant equipment by DAP INCOTERMS to the nominated CHES facility in the United Kingdom.

4. PRICE

4.1. Unless otherwise set out in the Proposal, the Contract Price will be firm for the duration of the Contract. Where the Proposal sets out that the Contract Price is a Variable Price the Proposal shall identify those elements that are subject to adjustment.

4.2. The Contract Price will be stated as being in Pounds Sterling. Where the Customer requires payment to be made in a currency other than Pounds Sterling, the exchange rate will be set out in the Proposal and that will be deemed a Variable Price.

4.3. Unless included within the Contract Price, where Services are to be provided other than at a CHES facility, CHES will invoice the Customer for all travel and hotel expenses at cost plus twenty (20%) percent.

4.4. Where CHES is to perform its obligations other than at a CHES facility in the United Kingdom, the Contract Price specifically excludes any tax that may be imposed by the authorities in that jurisdiction including, but not limited to, corporation or withholding tax. In the event that CHES is subject to such tax, CHES shall gross up the Contract Price to recover the taxation liability.

4.5. For Repair and Maintenance Services, the Contract Price will be established once CHES has conducted the investigation. CHES will provide the Customer with a summary report setting out the Scope of Work and the Contract Price as provided for within these General Standard Conditions of Sale.

5. PAYMENTS

- 5.1. The terms of payment of the Contract Price in addition to those stated herein will be set out in the Proposal.
- 5.2. Payments are due within thirty (30) calendar days from the date of CHES's invoice and payment shall be made in full. Where the Customer has not made payment of CHES's invoice within this period, CHES will add 'statutory interest' at the rate of eight percent (8%) plus the Bank of England base rate.
- 5.3. Payment shall fall due:
- a. For Goods on delivery EXWorks INCOTERMS;
 - b. For Services on completion; or
 - c. For Repair and Maintenance Services the full Contract Price is payable on completion of the repair and maintenance services, unless stated by CHES in our quotation.
- 5.4. If stated in the Proposal, Customers who are not legally domicile in the United Kingdom shall provide CHES with an irrevocable, confirmed letter of credit placed on a first-class London bank. Payments against the letter of credit shall be a sight. The costs associated with opening and maintaining the letter of credit shall be the responsibility of the Customer. The letter of credit shall be subject to Uniform Customs and Practice for Documentary Credits (UCP) of the International Chamber of Commerce (Publication No. 600, 2007 Edition). The letter off credit is to be valid for presentation of documents for a period of three (3) months from the date of the last delivery under the Contract.
- 5.5. The documents to be presented under the letter of credit shall, unless otherwise agreed be the Acceptance test report, commercial invoice, and a packing list in respect of Goods, and a commercial invoice for Services.
- 5.6. The Customer shall have no right to set off payments due to CHES under the Contract against any claim the Customer may have with CHES, its subsidiaries or affiliates or a subsidiary business of Cohort plc.
- 5.7. In the event that the Customer fails to make any payment on the due date to CHES under a Contract or under any other contract between the Customer and CHES, then without prejudice to any other remedy or right available to CHES, including the right of termination under clause 18, CHES shall be entitled to suspend any further deliveries of Goods of Services to the Customer without liability to the Customer. CHES shall also have the right, at its sole discretion, to reduce the Customer's indebtedness by setting off against such any sums due and payable to the Customer by CHES under any other contract between the Parties.

6. CUSTOMER FURNISHED INFORMATION OR ITEMS

- 6.1. For the purposes of this Clause, items returned under warranty or for repair are classified as Customer Furnished Items ('CFE').
- 6.2. Where CHES has identified in the Proposal that the Customer is required to provide CFE, the CFE shall be DAP INCOTERMS designated CHES facility and by the dates specified. CHES shall not be liable for any damage caused by the CFE, providing that CHES has used and managed the CFE accordingly to the relevant instructions.

- 6.3. All CFE shall remain the property of the Customer. It shall be used in the execution of the Contract and for no other purpose unless the prior approval in writing of the Customer has been given.
- 6.4. Where the Customer requires CHES to insure the CFE against loss or damage, the Customer shall provide a written valuation to CHES before the CFE is delivered to CHES. CHES shall have no liability for loss or damage of the CFE should the valuation not be provided to CHES in writing prior to delivery of the CFE.
- 6.5. CHES shall not have a lien on CFE for any sum due to CHES, nor shall CHES remove any identification mark placed on the CFE by the Customer.
- 6.6. The Customer shall be responsible for ensuring that CFE that is to be incorporated into Goods is delivered to CHES free from any defect and is fit for the intended purpose. CHES excludes any liability for the performance of Goods that incorporate defective CFE.
- 6.7. CHES will on receipt of the CFE conduct a reasonable visual inspection and conduct any additional inspection and testing as may be necessary and practicable to check that the CFE is not defective or deficient for the purpose for which it has been provided.
- 6.8. Having conducted a visual inspection and observed any defects, deficiencies or discrepancies, CHES shall within a reasonable time notify the Customer by Notice. The Customer shall arrange for the replacement or rectify the deficiencies within a period that will not cause CHES to interrupt its delivery schedule.
- 6.9. In the event that the Customer fails to provide the CFE or replace defective or deficient CFE within a reasonable time of receipt of a Notice in accordance with sub-Clause 6.8 and to the extent that the failure has not been caused or contributed to by any non-observance or non-performance by CHES of any obligation on the part of CHES contained in the Contract, CHES shall be granted fair and reasonable revisions of the Delivery Schedule and or the Contract Price as may be appropriate. CHES shall take all reasonable measures to mitigate the consequences of any delay.
- 6.10. Unless otherwise agreed, in the event of loss, destruction or damage of CFE otherwise than in the normal performance of the Contract while the CFE is in the possession and control of CHES no extension to the delivery schedule shall be granted for that reason.
- 6.11. CHES shall not be liable in respect of:
 - d. defects or deficiencies notified to the Customer in accordance with this Clause 6 or latent defects which CHES can show could not reasonably have been discovered by means of the activities described in this Clause 6;
 - e. fair wear and tear in CFE resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or maintenance by CHES);
 - f. CFE rendered unserviceable as a direct result of ordinary performance of the Contract; or
 - g. any loss or damage to CFE arising from any Force Majeure Events.
- 6.12. Where the Customer is delivering to CHES equipment that is subject to Repair and Maintenance Services, CHES shall have no liability for the functionality of the equipment that is not subject to RMS.

- 6.13. CHESS shall keep a register and utilisation account of the CFE placed under its control and, unless already marked by the Customer identify where appropriate in an unambiguous way as being the property of the Customer. The register shall be maintained in accordance with industry best practice. The register shall be available for audit and inspection by the Customer.

7. ACCEPTANCE

- 7.1 Unless otherwise agreed and set out in the Scope of Supply, acceptance of Goods shall take place at CHESS's works in the United Kingdom. Acceptance of Services shall take place on completion of the Services where they have been performed.
- 7.2 Where the Goods delivered to the Customer are intended to be installed in or to function with any item not supplied by CHESS, the Customer shall remain solely responsible and liable for such installation. CHESS accepts no liability for the integration of the Goods with other equipment or systems whether made known to CHESS or not.
- 7.3 After completion of manufacture and before delivery, the Goods shall be subject to Factory Acceptance Tests ('FAT'), unless otherwise defined in the Proposal. The FAT will be performed by CHESS to confirm that the Goods meet the Specification against a FAT Test Procedure ('FAT TP') issued by CHESS quality department as in force at the date of commencement of such tests.
- 7.4 CHESS shall provide the Customer ten (10) calendar days' notice of the date on which the FAT will take place. The Customer shall have the right to attend and witness the FAT. The Customer shall provide the details of its representatives to CHESS no later than five (5) Business Days prior to the declared FAT date. All costs incurred by the Customer in attending the FAT are the responsibility of the Customer.
- 7.5 In the event that the Customer elects not to be represented at the FAT by either non-attendance or notifying CHESS accordingly, CHESS shall proceed with the FAT. On successful completion of the FAT, CHESS will prepare a FAT TP and a Certificate of Conformity signed by a member of the CHESS quality department. Upon signature of said FAT TP, the FAT of the Goods shall be considered as complete.
- 7.6 Any non-conformity discovered during the FAT shall be stated in the FAT TP. A non-conformity that does not affect the operational use of the Goods shall be considered as minor non-conformity. Minor non-conformity shall not be deemed as a defect under the terms of the warranty. A minor non-conformity shall not be grounds for failure of the FAT or for rejection of the Goods by the Customer. Non-conformities shall be corrected within a reasonable period of time before or after delivery or treated as waivers by mutual agreement.
- 7.7 In the event of a major non-conformity, CHESS and the Customer shall agree a rectification plan. CHESS will reconduct relevant aspects of the FAT once the major non-conformity has been corrected.
- 7.8 CHESS shall provide the Customer with a signed copy of a Certificate of Conformity along with delivery of the Goods and a copy of the FAT TP shall be available on request.
- 7.9 Where CHESS is providing Services associated with the repair or maintenance of goods that have been manufactured by CHESS, on completion of the Services, CHESS shall provide a summary that sets out the work undertaken, materials used, and new parts fitted.

8. EXPORT CONTROL REGULATIONS

- 8.1. CHES shall inform the Customer as to the jurisdiction and classification of the Goods to be provided to enable the Customer to ensure that the Customer is fully compliant with the requirements of export controls within its and the ultimate end users jurisdiction. This includes extraterritorial licensing obligations such as those resulting from the EAR or ITAR of the USA.
- 8.2. Application for the necessary licences for an export of goods and technology subject to export licensing obligations is the responsibility of the respective exporter. The costs for this shall be borne by the exporter. Where CHES is the exporter of record, the Customer shall provide such documents as CHES requires to obtain a United Kingdom export licence within the time requested, including but not limited to End User Certificate.
- 8.3. In the event that export documents, such as End User Certificates, are not provided by the Customer in the time requested by CHES and/or export licences are not granted, or are revoked, then:
- a. such event shall be deemed to be a Force Majeure event under Clause 13 and CHES shall have no liability to the Customer for completing the sale of any Goods or the provision of Services affected by such export licences, or for any loss, expense or damage whatsoever suffered by the Customer; and,
 - b. CHES may, by Notice in writing to the Customer, immediately terminate the Contract or any part of it relating to the Goods and or Services in respect of which the export licences have not been granted or have been revoked. Such termination by CHES shall be deemed termination for convenience by the Customer, and CHES shall submit a Termination Account in accordance with sub-Clause 18.4.

9. DELIVERY

- 9.1 Time shall not be of the essence in CHES's performance under a Contract. Delivery and completion dates are provided for guidance and may be subject to change, such as to reflect the availability of components and other materials. CHES shall not have liability for delay or for any damages for losses sustained by the Customer as a result of such dates not being met.
- 9.2 The Delivery Schedule shall commence from the date that the Contract becomes effective. The Delivery Schedule dates are expressed as T0+ where T0 is the Effective Date of Contract. CHES reserves the right to make deliveries in instalments. Delay or other default in relation to a particular instalment or milestone shall not relieve the Customer of the obligation to accept delivery of and pay for other instalments or milestones.
- 9.3 The Goods shall be made available to the Customer EXWorks INCOTERMS trade packed for shipment, unless otherwise stated in the Proposal. At the written request of the Customer CHES will provide a packing list to meet export requirements. The Customer is to ensure itself that the packaging is adequate for shipment. CHES excludes all liability for damage to the Goods incurred in transit.
- 9.4 CHES shall notify the Customer that the Goods are available for collection. The Customer undertakes to collect the Goods within ten (10) Business Days. In the event that the Customer does not arrange collection, CHES shall be entitled to charge the Customer storage at the rate of Five Hundred Pounds Sterling (£500.00) per calendar day until the Goods are collected. The Customer shall pay the storage costs before CHES releases the Goods.

9.5 Where the Customer has not inspected and accepted the Goods at a CHES facility, the Customer shall, within five (5) Business Days from collection of the Goods, notify CHES of any discrepancy in quantity or damage to the Goods. The claim by the Customer is to be supported with photographs and details of how the goods have been stored. For the avoidance of doubt, cosmetic damage that does not affect form fit or function shall not be reason for the Customer rejecting uninspected Goods. Claims by the Customer beyond the five (5) Business Day notice period will not be accepted.

9.6 If, prior to delivery, any Goods or parts thereof become obsolete, then CHES reserves the right to cancel the affected items from the Contract with a corresponding price adjustment and continue with the provision of the Goods and/or Services which are unaffected by the obsolescence.

10. RISKS AND TITLE

10.1. Risk in the Goods shall pass on delivery of the Goods. CHES's liability for the delivery of the Services shall cease on the Business Day that CHES has completed the Scope of Supply.

10.2 Whist risk shall pass on delivery, title shall be retained by CHES until payment for the Goods and/or Services has been received in full, notwithstanding that the Goods may have been incorporated into other systems being supplied by the Customer. The Customer shall hold the Goods as bailee until CHES has been paid in full for the Goods. The Customer shall take all necessary measures for the protection of CHES's Goods and/or Services, at no cost to CHES, including the insurance thereof against all usual risks with a reputable company for the full replacement value.

11. WARRANTY

11.1. CHES warrants that upon Acceptance as described in Clause 7, and for a period of twelve (12) months from the date of Acceptance, the Goods will be free of any defect in design, material, or workmanship and that all Services, including Repair and Maintenance Services, will have been conducted with professional standards and skilled personnel. The warranty offered by CHES is done so on the basis that the Customer acts in a reasonable way and notifies CHES of a warranty claim within a reasonable period of time from its discovery.

11.2. The warranty shall not apply to any consumable or lifed item.

11.3. The warranty shall not apply if:

- a. a defect arises because the Customer failed to follow the CHES's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
- b. the Customer alters or repairs the relevant Goods without the prior written consent of the CHES;
- c. any damage or loss has been caused by fair wear and tear, misuse, negligence, or accident (in each case, other than directly by CHES or CHES's Sub-Contractor's);
- d. the defect is as a result of faulty drawing, design or specification supplied by the Customer; or
- e. all sums due in respect of the Goods and/or Services have not been paid.

11.4. Subject to sub-Clause 11.2 above, if any of the Goods or Services and, in the case of Repair and Maintenance Services, those Parts, that have been fitted do not conform with the warranty in sub-Clause 11.1, CHES shall, as sole remedy and at its option either re-perform the relevant Services (or the non-conforming part thereof), repair or replace the relevant Goods (or the defective part thereof), provided that the Goods (or defective part) are returned properly packaged and carriage paid to

CHES Delivered At Place (INCOTERMS) to the location nominated by CHES within 12 (twelve) months from the date of Acceptance. CHES shall have no further liability for any breach of the warranty in this Clause in respect of such Goods and or Services, apart from liability for any further breach of the warranty within the un-expired portion of the twelve (12) month warranty period commencing at the date upon which the Customer first accepted the Goods and or Services.

- 11.5. Upon request, the Customer shall provide CHES with the information necessary to rectify the defect and which can be reasonable obtained.
- 11.6. In the event that there is no fault found by CHES on survey of the Goods, CHES shall submit a quotation to the Customer for the shipping costs and labour incurred in the investigation of the warranty claim. The Customer shall within twenty-one (21) Business Days issue a Purchase Order to enable payment of these costs.
- 11.7. The warranty does not extend to defects occurring in standard third-party Software products. To the extent that CHES has warranty claims against the licensors of these standard software programmes, CHES shall assert these against the respective licensor. If CHES is not in a position to do so, CHES shall assign its rights to the Customer where this is possible.
- 11.8. In respect of Services, the warranty period shall begin with the Acceptance of the Services by the Customer in accordance with Clause 7 and shall end in accordance with sub-Clause 11.1 above.
- 11.9. Should the rectification of the defect(s) necessitate a change, correction or revision of the associated documentation, CHES shall provide the Customer with the new documentation free of charge.
- 11.10. In respect of Software, CHES does not warrant that the Software will be error free but does warrant that the Software will be free from errors, defects or malfunctions that have a material effect upon the working and functionality of the Goods, by reference to the Specification, for a period of 90 (ninety) calendar days from the date of Acceptance of the Software. Software found to the satisfaction of CHES to be defective shall, at CHES's discretion, either be repaired or replaced free of charge subject to the provisos stated in 11.3 above.
- 11.11. Any open-source Software provided by CHES may be used according to the terms and conditions or the specific licence under which it is distributed but is provided 'as is' and is expressly subject to the disclaimer in clause 14.4.

12. WORKING AT THE CUSTOMERS FACILITIES

- 12.1 Where CHES is performing Services, including Repair and Maintenance Services at a Customer's facility, the Customer shall ensure that the employees of CHES providing such services have been fully inducted into the health and safety requirements that are in force at that facility.
- 12.2 The Customer shall indemnify CHES for any claim made by its employee for injury where there has been a failing in the Customers health and safety procedures.
- 12.3 The Customer shall provide CHES with secure office accommodation, high speed internet connection, catering, and washroom facilities. These shall be at a standard found in Western European manufacturing facilities.
- 12.4 The Customer shall assist CHES with the application of any visa that is required to enable the Services to be performed.
- 12.5 CHES's employees based on at a Customer facility will work a thirty-seven-and-a-half-hour (37.5) week Monday to Friday unless the Customer works a Sunday to Thursday week.

13. FORCE MAJEURE

- 13.1 Chess shall not be liable to the Customer for failure to fulfil its obligations under a Contract for delays in performing its respective obligations thereunder due to Force Majeure. If a Force Majeure event occurs, Chess's time for performance of any such obligation shall be extended for the time period of such delay. If the period of delay or non-performance continues for three (3) months, the Customer may terminate the Contract in whole or in part by giving thirty (30) Business Days' Notice to the affected Party.
- 13.2 If termination occurs under Clause 13, it shall be regarded as termination for convenience rather than default and the provisions under sub-Clauses 18.4 shall apply.

14. LIABILITY

- 14.1 Subject to Clause 14.2 below, CHESS accepts liability to the Customer for any liability that cannot legally be limited, including liability for:
- a. where CHESS's negligence in its performance of a Contract causes death or personal injury;
 - b. where CHESS's negligence in its performance of the Contract causes direct physical damage to or destruction of property, subject always to the limitations in Clauses 14.6;
 - c. arising out of any breach of the obligations as to title implied by The Sale of Goods Act 1979 or The Supply of Goods and Services Act 1982; and
 - d. arising from fraud or fraudulent misrepresentation on the part of CHESS.
- 14.2 The liability set out in Clause 14.1 above is not accepted by CHESS on any Contract to which Section 27(1) of the Unfair Contract Terms 1977 applies or which is an international supply contract as described in Section 16 of the Unfair Contract Terms Act 1977.
- 14.3 The Customer shall notify CHESS of any claim under Clause 14.1 above as soon as reasonably possible.
- 14.4 Except as provided in Clause 11, all terms, warranties or conditions, express or implied and whether arising directly or indirectly as to the description or condition or fitness for any purpose or satisfactory quality of the Goods and/or Services provided by CHESS are excluded.
- 14.5 Under no circumstances (whatever the basis of any claim against CHESS whether in contract, tort including negligence, indemnity or otherwise) except as provided in clauses 14.1.a, 14.1.c and 14.1.d, will CHESS be liable for any loss of profit, business, contracts or revenues or for any consequential or indirect loss, cost of damage arising under or in connection with a Contract.
- 14.6 Further and in any event, except as provided in clauses 14.1.a, 14.1.c and 14.1.d, the total liability of CHESS for all claims in the aggregate for losses, penalties or damages under these General Terms and Conditions of Sale is limited to the value of the Purchase Order against which the Customer is seeking to claim.

15. DATA PROTECTION AND CONFIDENTIALITY

- 15.1 Subject to sub-Clauses 15.5, 15.6 and 15.7, each Party:
- a. Shall treat in confidence all Information it receives from the other under or in connection with this Contract;

- b. Shall not disclose any of that Information to any third party, without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld, except that CHES may disclose Information in confidence to Cohort plc, its advisors and consultants and as may be required by law, court order or any governmental or regulatory authority and to those persons and to the extent necessary for the performance of this Contract;
 - c. Shall not use any of that Information otherwise than for the purposes set out in a Contract;
 - d. Shall not reproduce any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under a Contract; and,
 - e. Shall disclose that Information only on terms that maintain the confidentiality of that Information and as far as possible, shall limit that disclosure to that part of the Information relevant to the purpose.
- 15.2 The Parties shall take all reasonable precautions necessary to ensure that all Information disclosed by one Party to the other Party under or in connection with a Contract:
- a. Is disclosed to its employees and sub-contractors, to the extent necessary for the performance of the Contract; and,
 - b. Is treated in confidence by them and not disclosed or used except with prior written consent by the other Party other than for the purpose of performing work or having work performed for the Customer under the Contract or any Sub-Contract under it.
- 15.3 Notwithstanding sub-Clause 15.2.a, for Information that is delivered to each other, the disclosing Party shall mark it with an appropriate legend, including any legend specified in a Purchase Order, consistent with the rights granted under the Contract, regarding further disclosure and the right of use of such Information.
- 15.4 Provided the relationship to any other Information is not revealed, sub-Clauses 15.1 and 15.2 shall not apply to any Information to the extent that either Party:
- a. Exercises rights of use or disclosure granted otherwise than in consequence of, or under, a Contract; or
 - b. Has the right to use or disclose the Information in accordance with other conditions of these General Terms and Conditions of Sale; or
 - c. Can prove:
 - i. That the Information was or has become published or is publicly available for use otherwise than in breach of any provision of these General Terms and Conditions of Sale or any other agreement between the Parties; or
 - ii. That the Information was already known to it (without restrictions on disclosure or use) prior to it receiving the Information under or in connection with these General Terms and Conditions of Sale; or
 - iii. That the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or
 - iv. From its records, that the same Information was derived independently of that received under or in connection with these General Terms and Conditions of Sale.

- 15.5 Neither Party shall be in breach of these General Terms and Conditions of Sale where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial, or parliamentary obligation. Where that disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and required to respect its confidentiality. That disclosure shall in no way diminish the obligations of the Parties under sub-Clause 15.2.
- 15.6 Further to sub-Clause 15.5, to comply with statutes requiring public disclosure of the Information the Customer shall not be in breach of these General Terms and Conditions of Sale where it can show that any disclosure of Information is made solely and to the extent necessary to comply with those statutes. To the extent permitted by the time for compliance under the applicable statutory provisions, the Customer shall consult CHES where it is considering the disclosure of Information under the applicable statutory provisions and, in any event, shall provide prior notice to CHES of any decision to disclose the Information. CHES acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the applicable statutory provisions is a matter in which the Customer shall exercise its own discretion, subject always to the provisions of the applicable statutory provisions. For the avoidance of doubt, nothing in this Clause shall affect CHES's rights at law.
- 15.7 Nothing in this Clause 15 shall affect the Parties obligation of confidentiality where Information is disclosed orally or visually in confidence. If Information is disclosed orally or visually in confidence it shall be identified as such at the time of disclosure to the recipient and the Information shall be treated in accordance with this Clause 15.
- 15.8 Nothing in this Clause 15 shall affect any security requirements contained in any Purchase Order.
- 16. EXISTING RIGHTS / BACKGROUND INTELLECTUAL PROPERTY**
- 16.1 Ownership of Foreground Technical Information shall vest in CHES or its Sub-Contractor generating that Technical Information.
- 16.2 The Customer under these General Terms and Conditions of Sale will not acquire Ownership of Background and Foreground Technical Information.
- 16.3. Unless otherwise agreed in these General Terms and Conditions of Sale, the Customer shall not have the right to use or have used Technical Information to manufacture or modify Goods or Software Delivered under a Contract.
- 16.4. Insofar as Background Technical Information of the Parties is required for the performance of a Contract and no third-party rights conflict with this, the Parties shall grant each other a non-exclusive, non-transferable and royalty free right of use that shall be limited to the duration and purpose of a Contract. The Customer is permitted to provide a non-exclusive, non-transferable and royalty free right of use to the end user of the Goods and/or Services in so far as required to enable the end user to use the Goods in accordance with the purpose of a Contract. This right of use to Background Technical Information is agreed exclusively for the individual Contract. Any further use after conclusion of the respective Contract is not covered by this granting of rights of use and shall require a separate granting of rights.

17. INDUSTRIAL PROPERTY RIGHTS, COPYRIGHTS, RIGHTS OF USE

- 17.1 The Customer agrees not to, nor permit any third party to:
- a. decompile, reverse engineer, create derivative works from or otherwise customise, modify, add to or in any way alter the Software;
 - b. rent, sell, transfer, or loan the Software;
 - c. make any attempt to unlock or bypass the Software keycode; or
 - d. use the Software other than for the purposes of the specific Contract;
- without the prior written consent of CHES, such consent shall not be unreasonably withheld or delayed.
- 17.2 The Customer shall not either directly or indirectly engage in any form of Commercial Exploitation of the Software unless specifically agreed with CHES in writing together with additional terms, such terms to cover without limitation additional licencing conditions and fees. 'Commercial Exploitation' for the purposes of this sub-Clause means allowing third parties (including commercial, educational, governmental, or non-profit entities) to access the Software, regardless of whether the Customer generates revenue.
- 17.3 From the date of receipt of the Goods and or output of Services, the Customer shall use its reasonable endeavours to protect CHES's Technical Information from any use, reproduction, exploitation, distribution, or publication not specifically permitted in these General Terms and Conditions of Sale.
- 17.4 Inventions made by CHES prior to the commencement of the work under the Purchase Order and any industrial property rights applied for or granted thereon; insofar as they are used in the development result, shall be disclosed without undue delay.
- 17.5 During the performance of this Agreement and thereafter, CHES and the Customer shall Notify each other as soon as they become aware of any third-party intellectual property rights, which may restrict the use of Technical Information, Software and Goods supplied by either CHES or the Customer to the other in connection with a Contract.
- 17.6 The Customer and CHES shall Notify each other immediately of any written claim or notice of infringement of third-party rights, which they have received either concerning a Contract or from the use of the Goods arising from a Contract. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying party has notice.
- 17.7 CHES shall indemnify the Customer in respect of liabilities arising from the infringement or alleged infringement of third party intellectual property rights resulting from the use, retention or disposal of any material, equipment, document or Information provided by CHES under a Contract where such liability arises from a breach of intellectual property rights over which CHES or its Sub-Contractors exercised control or otherwise had reasonable grounds for believing was in breach of the intellectual property rights of a third party.
- 17.8 This indemnity shall not apply, and CHES shall not be liable if:
- a. The Customer has made or makes a voluntary admission of any sort relevant to an allegation of infringement, which undermines the ability of CHES to defend a claim, in respect of the Customer; or

- b. The Customer has entered or enters into any discussions other than referring the matter to CHES, which undermine the ability of CHES to defend a claim, on an allegation of infringement with any third party without the prior written agreement of CHES, in respect of the Customer; or
- c. The Customer has entered or enters into negotiations in respect of any relevant claim for compensation in respect of use authorised by statute in their jurisdiction, in respect of the Customer; or
- d. Legal proceedings have been commenced against the Customer or CHES in respect of use authorised by statute in its jurisdiction, but only to the extent that the infringing use has been properly authorised under any applicable statutory provision, in respect of the Customer; or
- e. A particular use by the Customer of anything supplied under a Contract was expressly forbidden by CHES prior to or at the time of the Contract.

17.9 The Customer shall:

- a. Indemnify CHES and its Sub-Contractors against all liabilities for infringement or alleged infringement of third-party intellectual property rights arising directly from the use, retention, or disposal, of any Technical Information, Software or Goods provided by the Customer to CHES, or resulting directly from a specific instruction from the Customer to use that third party intellectual property; and
- b. Employ those powers as are reasonable in the circumstances to minimise all liabilities of CHES and each Sub-Contractor in respect of third-party intellectual property rights.

17.10 The provisions of sub-Clauses 17.7 to 17.9 represent the total liability of the Customer and CHES to each other under these General Terms and Conditions of Sale in respect of any infringement or alleged infringement of patent or other intellectual property owned by a third party.

17.11 Neither the Customer nor CHES shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other intellectual property owned by a third party.

17.12 The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise from it and shall provide such Information as the other Party may reasonably require.

17.13 Following a notification under sub-Clause 17.6, the Party notified shall advise the other Party in writing within twenty (20) Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made, or action brought shall not make any statement that might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party.

17.14 The Party conducting negotiations for the settlement of a claim, or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of those negotiations.

17.15 The Customer and CHES will co-operate with one another to mitigate any claim or damage which may arise from use of third-party intellectual property rights.

17.16 If at any time a claim or allegation of infringement arises as a result of the provision of any Goods by CHES to the Customer, CHES may at its own expense replace the Goods and associated Deliverables with Goods and associated Deliverables of equivalent functionality and performance so as to avoid

infringement or breach.

- 17.17 If CHES is or becomes aware of third-party property rights which oppose the agreed exploitation of the development results by the Customer, the Customer shall be notified accordingly as soon as reasonably practicable after they become known and a decision on their exploitation or non-exploitation in the previous development results shall be obtained from the Customer.
- 17.18. The Customer shall then be entitled to decide whether the development is to be continued by acquiring third-party property rights or licences for research, development, and exploitation. Otherwise, the Customer shall be entitled to terminate the Contract. If third parties claim an infringement of rights to which they are entitled, CHES may prohibit the Customer from using or exploiting the development results concerned with immediate effect. In this case, however, CHES shall, at his own expense, modify or replace the affected development results in such a way that they are no longer covered by the alleged property right, but continue to meet the requirements of the corresponding Contract, or acquire the right to use the affected created products without restriction and without additional costs for the Customer.
- 17.19 For open-source software required for the use of the results, an overview with version (complete version number), licence text, source and any source code changes shall be supplied. It is CHES's responsibility to secure the source code in this version. At the time of placement of the Purchase Order, the Party proposing to use open-source software shall specify any restrictions regarding its use.
- 17.20 Inventions under English law which arise during execution of the Contract shall belong in their entirety to CHES and CHES shall make unlimited use of them and may register them for industrial property rights in its own name in England and abroad. In this case sub-Clause 17.4 shall apply. If CHES does not intend to register an invention for an industrial property right in England or abroad, to pursue an application for an industrial property right or to maintain a granted industrial property right, CHES may, at its sole discretion and election, notify the Customer accordingly and, provided there are no fundamental objections to the contrary, offer the invention, the application for an industrial property right or the granted patent to the Customer at a price customary in the market on terms customary in the market.
- 17.21 CHES shall not be obliged to apply for any industrial property rights, nor shall he be obliged to maintain any patents already granted.

18. TERMINATION

- 18.1 Without limiting its other rights or remedies, CHES may terminate the Contract with immediate effect by giving written notice to the Customer if:
- a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - b. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

- d. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

18.2 Without limiting its other rights or remedies, CHES may suspend provision of the Goods under the Contract if the Customer becomes subject to any of the events listed in Clause 18.1.1 to Clause 18.1.4, or CHES reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

18.3 Without limiting its other rights or remedies, CHES may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

18.4 On termination of the Contract for any reason:

- a. the Customer shall immediately pay to CHES all of the outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, CHES shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b. CHES shall no longer be remunerated for any further work undertaken under the Contract after termination has taken place;
- c. CHES shall receive remuneration including profit for the work performed up to the time of termination including any additional costs resulting from the termination itself and any costs committed to by CHES up to the point of termination. This remuneration shall also include compensation for all obligations which CHES has entered into vis-à-vis third parties in the belief that they will continue, and which can no longer be avoided. CHES shall provide a Termination Account that sets out the costs incurred up to the date of termination of the Contract. All payments pursuant to this Termination Account shall be payable within thirty (30) calendar days of CHES's provision of the Termination Account to the Customer; and
- d. On request by either Party, the other Party shall promptly return to the requesting Party all records, documents and other written information or data, including all copies thereof, provided to the receiving Party in connection with the Contract, unless otherwise agreed by the Parties.

18.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

19. NOTICES

- I. Any notice given to a Party under or in connection with these General Terms and Conditions of Sale shall be in writing and shall be delivered by a courier delivery service which requires a signature at its registered office and shall be deemed to have been received at the time the notice is signed for at the proper address or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 19 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.3 A Notice given under this agreement is not valid if sent by email.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A third party who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21. COMPLIANCE WITH LAWS

- 21.1. The Parties have agreed and acknowledge that they shall at all times comply with any and all Applicable Laws and regulations including, without limitation, the UK Export Control Act 2002, the UK Bribery Act 2010, the US International Traffic in Arms Regulations (22 CFR 120-130), the US Foreign Corrupt Practices Act (15 U.S.C. 78dd-1, et seq.) and any other similar legislation in the United Kingdom and the United States.
- 21.2. Each Party warrants that it has not made or offered and that it will not make or offer with respect to the matters which are subject of a Contract, any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organisation), or any other third party, where such payment, gift, promise or advantage would violate any Applicable Laws.

22. LAW AND JURISDICTION

- 22.1. The Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.
- 22.2. If there is a dispute at any time between the Parties arising out of or in connection with the Contract, the Parties shall use reasonable endeavours to resolve the dispute amicably. In the first instance, negotiations shall take place between the project teams of the Parties. If the dispute has not been resolved within 15 Business Days, the project teams shall notify and engage the involvement of the Parties' senior management to aid resolution and the Parties shall continue negotiations in good faith. Should the dispute not be resolved within a further 15 Business Days, one of the Parties may give notice to the other Party of intention to refer the dispute to be resolved by arbitration under the Rules of the London Court of International Arbitration. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London. The language to be used in the arbitration shall be English.

23. AMENDMENTS

- 23.1 Any amendment to the Contract shall be serially numbered, and mutually agreed in writing by the Parties.
- 23.2 Where the Customer wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price or the delivery schedule, CHES shall not conduct any work until any necessary change to the Contract Price and delivery schedule has been agreed and a written amendment has been issued.

24. ENTIRE AGREEMENT

These General Terms and Conditions of Sale, including the contractual documents in Clause 28, are the only and entire agreement between CHES and the Customer with respect to the subject matter of a Contract and supersedes any prior discussions, oral or written agreement with respect to the subject matter of a Contract. Each Party acknowledges that, in entering into a Contract, it has not relied on any oral or written representation, warranty, or other assurance (except as provided for or referred to in these General Terms and Conditions of

Sale) and waives all rights and remedies which might otherwise be available to it in respect thereof, provided always that nothing in this Clause limits or excludes any liability for fraud.

25. ASSIGNMENT

The Parties shall not, without the prior written consent of the other Party, assign or transfer or purport to assign or transfer a Contract either in whole or in part issued pursuant to these General Terms and Conditions of Sale. Such agreement not to be unreasonable withheld or delayed. The Customer acknowledges that Cohort plc as the ultimate parent company of CHES may transfer or assign a Contract to another wholly owned subsidiary at its sole discretion.

26. LANGUAGE

The language to be used in all documents and correspondence shall be English.

27. PUBLICITY

No news releases or publicity, announcement, or communication shall be made by either Party concerning the Contract without the prior written approval of the other Party, which shall not to be unreasonably withheld or delayed. Where a Party is required to release information to meet its regulatory requirements, that Party may do so to the extent that the information released is sufficient to meet its regulatory obligations.

28. PRECEDENCE

28.1 The contractual documents applicable to the Contract are constituted by the following documents being understood that, in the event of any conflict, discrepancy, ambiguity, inconsistency or incompatibility between said documents, these documents shall be interpreted according to the order of precedence as set out below:

- a. These General Terms and Conditions of Sale;
- b. The Purchase Order issued by the Customer and accepted by CHES, subject to the following:
 1. the specific provisions of the Notice of acceptance of the Purchase Order issued by CHES shall take precedence over the specific provisions of the Purchase Order; and
 2. Any general document referred to in the Purchase Order such as the Customer's standard terms and conditions of purchase are expressly excluded;
- c. The Proposal provided by CHES, including Customer dependencies, assumptions and exclusions;
- d. Any document identified as an Annex to the Contract; and
- e. Any document incorporated by reference within the Contract.

29. SEVERABILITY

If any provision or part-provision of these General Term and Conditions of Sale or associated Contract is or becomes to any extent void, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the remainder.