

1. General

- 1.1.1 In these Conditions the following words shall have the following meanings (unless the context otherwise requires):-
- 1.1.1 "Company" means IMI Hydronic Engineering, Inc.;
- 1.1.2 "Contract" means the contract for the sale of Products between the Company and the Customer to which these Conditions applies;
- 1.1.3 "Customer" means the person, firm or company who has placed an order for Products from the Company;
- 1.1.4 "Ex Works" means "ex works" as defined in the edition of the rules for interpretation of trade terms known as Incoterms current as at the date of the Order.
- 1.1.5 "Products" means all products and associated documentation to be supplied under the Contract; and
- 1.1.6 "Site" means the premises of the Company as specified in the order acknowledgment issued by the Company to the Customer.
- 1.1.7 "Marks" means all brand names, trademarks, service marks, trade dress, trade names, company names, other names or logos of the Company, together with only such markings, notices, and disclaimers as provided or instructed by the Company.
- 1.2 All orders by the Customer for the Products ("Orders") if accepted will be accepted subject to these Conditions.
All other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing (order acknowledgements do not constitute such acceptance). In particular, in no circumstances will any conditions of purchase submitted at any time by the Customer be applied to this or any other Contract and any failure by the Company to challenge any such conditions of purchase does not imply acceptance of those conditions of purchase.
- 1.3 Quotations shall be available for acceptance by the Customer for a maximum of sixty (60) days from the date of issue by the Company and may be withdrawn by the Company by written or oral notice to the Customer at any time prior to acceptance of the Order by the Company.
- 1.4 Any statement or representation by the Company its servants or agents upon which the Customer wishes to rely must be set out in writing. Any statement or representation which is not so confirmed in writing is followed and executed by an authorized representative of the company or acted upon entirely at the Customer's own risk.
- 1.5 The Contract is between the Company and the Customer as independent representatives, each without the power or authority to bind, contract or commit the other, and will always represent themselves to any third party only as an independent representative without such power or authority. The parties are not, and nothing in these conditions shall be interpreted that the parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. Neither the benefit nor the burden is assignable (by operation of law or otherwise) by the Customer without the Company's prior consent in writing; the Contract may be assigned or sub-contracted by the Company.
- 1.6 Unless specifically agreed to the contrary, all trade terms shall be interpreted in accordance with the version of the Incoterms applicable as at the date of the order.
- 1.7 The Company shall be entitled to cancel an Order at any time by serving notice in writing to the Customer if it does not receive, on request, satisfactory (in the Company's sole opinion) credit references in relation to the Customer. If the Company cancels an Order pursuant to this Clause 1.7 it shall have no liability whatsoever for any liabilities, losses, damages, costs or expenses whatsoever incurred, suffered or paid by the Customer as a result of or in connection with such cancellation.

2. Electronic Trading

- 2.1 The Company shall be entitled to reject any Order which is made electronically if the Order does not contain all of the information agreed between the Customer and the Company as being required or which is not set out in the correct format.

3. Delivery

- 3.1 Unless otherwise agreed in writing by the Company, delivery shall be deemed to take place when the Products are made available by the Company for collection by the Customer or its carrier at the Company's premises ("Delivery").
- 3.2 All dates and periods for Delivery are estimated, do not constitute fixed times for Delivery by the Company and shall not be made of the essence by notice. Unless otherwise expressly agreed in writing by the Company, the Company shall not be liable for any liabilities, damages, losses, costs or expense whatsoever as a result of in connection with the failure by the Company to meet any delivery times specified in the Order or subsequently set by agreement in writing between the authorized representatives of the Company and the Customer.
- 3.3 Notwithstanding Clause 3.2, the Customer shall be obliged to collect the Products or take Delivery of the Products on the date or within the period stated in the Order or in any delivery schedule notified to the Customer by the Company from time to time. If no delivery date or period is stated the Customer shall be obliged to accept delivery of the Products one (1) month after the issue of notice in writing by the Company notifying the Customer that the Products are available for collection by the Customer or its carrier at the Company's premises.
Failure by the Customer to collect the Products or take Delivery as set out in this clause shall entitle the Company to terminate the Contract (such right is without prejudice to any other rights and remedies available to the Company) whether expressly provided for in these Conditions or implied by any rule of law.
- 3.4 The date for Delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer.
- 3.5 The Company reserves the right to deliver the Products to the Customer in installments. Where the Products are delivered in installments, each Delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 3.6 Except as otherwise expressly agreed by the Company in writing in advance, the Products will be delivered to the Customer by the Company Ex Works the Site and the Customer shall provide at the Site and at its expense adequate and appropriate insurance, equipment, and manual labor for loading the Products.
- 3.7 The Customer shall (and shall procure that its sub-contractors and agents):
- 3.7.1 Observe the works rules and safety regulations applicable to the Site; and
- 3.7.2 Indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any death or personal injury to the Company's employees or agents while such employees or agents are on any premises of the Customer in connection with the Contract.
- 3.8 The Company will endeavour to comply with reasonable requests by the Customer for postponement of Delivery, but shall be under no obligation to do so. Where Delivery is postponed, other than due to the actions of a default by the Company, then without prejudice to all other rights and remedies available to the Company, the Customer shall pay all liabilities, losses, costs and expenses (including but not limited to any charges for storage and transportation of the Products) arising as a result of or in connection with such postponement.

4. Risk and Title

- 4.1 Unless otherwise agreed between the Company and the Customer in writing, risk of damage to or loss of the Products shall pass to the Customer at the commencement of the loading of the Products onto the Customer's designated delivery vehicle at the Site.
- 4.2 Title to the Products shall not pass to the Customer until either:
- 4.2.1 The Company has received in cash or cleared funds all monies payable (whether or not due) to the Company under this and any other contracts whenever made between the Company and the Customer including but not limited to contracts made after this Contract; or
- 4.2.2 When the Company serves on the Customer notice in writing specifying that title in the Products or any part thereof has passed to the Customer.

- 4.3 Until title to the Products has passed to the Customer pursuant to these Conditions:
- 4.3.1 The Customer shall possess the Products as fiduciary agent and bailee of the Company and shall store the Products separately from other Products not owned by the Company and shall ensure that they are fully insured on an all risks basis and clearly identifiable as belonging to the Company;
- 4.3.2 The Customer shall not sell, offer to sell, assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Products or any interest in the Products nor create or allow to be created over the Products any lien;
- 4.3.3 The Company shall be entitled to enter upon any premises where such Products are kept for the purpose of satisfying itself that this condition is being complied with by the Customer and the Customer irrevocably licenses the Company, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for this purpose or for the purpose of recovering any Products in respect of which title has not passed to the Customer; and
- 4.3.4 The Company shall be entitled at any time to require the Customer to deliver up the Products to the Company, and if the Customer fails to do so within a reasonable period of time, the Company shall be entitled to enter upon the Customer's premises or any third party's premises and recover and/or dispose of the Products. For the avoidance of doubt, the Customer shall make no claim against the Company in respect of any such entry or disposal.
- 4.4 The Customer's right to possession of the Products shall terminate immediately if:
- 4.4.1 The Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 4.4.2 The Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts as they fall due or ceases or threatens its cease to carry on business;
- 4.4.3 The Customer encumbers or in any way charges any of the Products.
- 4.5 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Clause 4 shall remain in effect.

5. Cancellation and Amendment

- 5.1 No Order can be amended or cancelled by the Customer except with the Company's approval in writing and should such approval be given the Customer shall indemnify the Company and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with such cancellation or amendment.

6. Prices

- 6.1 The price for the Products shall (subject to Clause 1.3) be the price quoted by the Company or where no price has been quoted or a quoted price is no longer valid, the price listed on the Company's price list current at the date of the Order ("Price").
- 6.2 Unless otherwise agreed by the Company in writing, all Prices quoted by the Company are on an Ex Works basis and any other applicable taxes, levies, imposts, duties, fees, assignments or other charges are payable by the Customer in addition to the Price.

- 6.3 The Company reserves the right at any time prior to Delivery to increase the Price to reflect any increase in cost to the Company which is due to any factor beyond the control of the Company (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the labor, materials or any other costs of manufacture of the Products), any change in delivery dates, quantities or specifications for the Products requested by the Customer or any delay caused by the instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. For North America, if the aggregate purchase price of goods pursuant to a Purchase Order is under \$100 net, or such other amount that is agreed to from time to time by the parties, then the cost of such goods shall be rounded up to that minimum order value (\$100). • "Off The Shelf" not included. See memo.

7. Terms of Payment

- 7.1 Subject to Clause 7.4, payment of the price for the Products is due in U.S. dollars within thirty (30) days from the day when the Products are delivered or deemed to be delivered unless otherwise agreed by the Company in writing. Time for payment of the Price is of the essence of the Contract. Buyer agrees that any overdue amounts shall be subject to a late payment charge on the overdue balance of 1.5% per month or such lesser amount as is the maximum rate of interest allowed by law. Buyer shall pay any and all reasonable costs, including attorneys' fees, incurred by Seller while collecting any delinquent balance.
- 7.2 No payment shall be deemed to have been received until the Company has received cleared funds.
- 7.3 No disputes arising under this Contract shall serve to permit payment by the Customer of sums due to the Company to be delayed or withheld nor shall disputes interfere with prompt payment in full. The Customer shall not in any circumstances be entitled to withhold or make any deduction from sums owing to the Company by reason of any such dispute.
- 7.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 7.5 In the event of default in payment by the Customer, the Company shall be entitled (without prejudice to any other right or remedy it may have under these Conditions or otherwise) to charge interest on a daily basis (after as well as before judgment) on any amount outstanding at the lesser of: (i) rate of four percent (4%) above the base rate of the U. S. Discount Rate from time to time or (ii) the maximum interest allowed under applicable law.

8. Liability

- 8.1 IMI Hydronic Engineering Inc., supplies products to you which may be used by you or others in consumer product applications. We wish to inform you of the scope of our warranty statement which is listed below. Because of its limitations and exclusions, our warranty must be designated a "limited" warranty for purposes of potential consumer uses of our products.
- We warrant that our products will be of good merchantable quality, free from defects in material and workmanship, and will possess the characteristics represented in writing by us. Claim from breach of the above warranty must be made within the time specified below from the ship date to the Original User.
- **24 months - pressure independent and pressure stabilization.**
 - **36 months - hoses and components**
 - **60 months - brass/steel products unless otherwise specified**
- (All others please consult factory)**

Some states do not allow limitations on how long implied warranty lasts, so the above limitations may not apply to you. Upon satisfactory proof of claim, we will, within a reasonable amount of time, make any necessary repairs, additions or corrections or, at our option, replace any defective parts free of charge. IMI Hydronic Engineering is not responsible for field labor to remove defective products and/or reinstall replacement products.

All returned products must have a Return Material Authorization <RMA>. The foregoing is in lieu of all other warranties, expressed or implied. This warranty statement sets forth the extent of our liability for breach of any warranty or deficiency in connection with the sale/use of the products. No Products shall be returned to Company without Company's prior written authorization or RMA and must be returned within 30 days of such authorization at Customer's cost. If Customer returns Products in the manner required under the previous sentence, and if the returned Products are (a) in new, unused, unopened and undamaged condition; and (b) return Within 90 days of ship

date; and (c) product must be classified as standard product, special or custom products do not apply; and (d) RMA total value shall not exceed \$3000 (USD), orders exceeding this amount must contact Head of Sales for approval; and (e) be directly associated with an IMI Hydronic Engineering invoice, the returned Products will be subject to the applicable handling charge, be accepted by Company for return. Used or discontinued Products or parts or Products specially manufactured along with non-reusable products such as bags and specifically printed tags will not be accepted for credit unless specifically agreed to by Company in its sole discretion. Company's only responsibility for returns of Products shall be a credit for the purchase price less any handling charges. For North America, returned products are subject to a minimum of 30% handling charge. No credit, All hoses, Erie valves, special fittings, 300.3 meters or any special order products. Revised RMA minimum amount for non-defective return requests must exceed \$100 to be accepted. (For International must exceed \$300)

It is understood that we will not be liable for consequential damages of any nature, including but not limited to loss of profit, delays or expenses, whether based on tort or contract nor does a delay in shipping constitute IMI Hydronic Engineering the obligation to pay freight charges. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you), this warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

- 8.2 The Customer shall only be entitled to claim (and then subject to this condition 8) for effects in the Products as supplied which are apparent on visual inspection if the Customer inspects the Products within five working days following the date of Delivery and complies with the provisions of condition 8.3 below.
- 8.3 If the Customer believes that the Products do not comply with the warranty set out in Clause 8.1 ("Defective Products"):
- 8.3.1 The Customer shall within five working days of discovery of the Defective Products, notify the Company in writing and provide to the Company evidence which supports its claim that the relevant Products are Defective Products; and
- 8.3.2 On receipt of notice from the Customer and satisfactory evidence (in the Company's sole opinion) in relation to the Defective Products pursuant to Clause 8.3.1, the Company shall (at its option) either repair or replace the Defective Products. For the avoidance of doubt, following repair or replacement of the Defective Products pursuant to this Clause 8.2.2, the Company shall have no further liability whatsoever to the Customer.
- 8.4 The Company shall not be liable for a breach of the warranty set out in Clause 8.1 if:
- 8.4.1 The Customer makes any further use of such Products after giving such notice; or
- 8.4.2 The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
- 8.4.3 The Customer alters or repairs such Products without the written consent of the Company.
- 8.5 ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICLUAR PURPOSES, OR NON-INFRINGEMENT FURTHER, WITH THE SOLE EXCEPTION OF THE WARRANTY PURSUANT TO CLAUSE 8.1, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY PRESENTATION OR WARRANTY OF ANY KIND, WHETHER RELATED TO THE PRODUCTS, THE MARKS, THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER MATTER.
- 8.5.1 for death or personal injury caused by the Company's negligence;
- 8.5.2 For any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 8.5.3 for fraud or fraudulent misrepresentation.
- 8.6 Nothing in these Conditions excludes or limits the liability of the Company:
- 8.7 Subject to Clauses 8.5 and 8.6:
- 8.7.1 THE COMPANY'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS CONTRACT SHALL BE LIMITED TO THE CONTRACT PRICE OR \$500,000 WHICHEVER IS THE LESSER, AND

- 8.7.2 NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY PURE ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE, IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER
- 8.8 The Customer shall indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any breach of the Contract by the Customer.

9. Termination

- 9.1 Without prejudice to any other rights or remedies of the Company, the Company shall be entitled in any of the following circumstances to terminate (in whole or in part) this and any other contract whenever made between the Company and the Customer and/or to suspend delivery and/or to receive upon demand payment of all monies payable under any such contracts whether or not otherwise due:
- 9.1.1 The Customer makes or proposes in respect of it a company voluntary arrangement or any other composition or scheme or arrangement with or assignment for the benefit of any of its creditors;
- 9.1.2 The Customer becomes subject to an administration order or becomes bankrupt or goes into liquidation;
- 9.1.3 The Customer has a petition presented for its winding up (which is not dismissed within 21 days of its service) or has an application made for the appointment of a provisional liquidator or has a creditors' meeting convened;
- 9.1.4 An encumbrancer takes possession or a receiver or administrative receiver or similar officer is appointed of any of the property or assets of the Customer;
- 9.1.5 The Customer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
- 9.1.6 The Company reasonably believes that any of the events mentioned above or any equivalent or similar event under any relevant laws to which the Customer or any connected person is subject has or may occur; or
- 9.1.7 The Customer or any connected person commits any breach of this or any other contract whenever made between the Customer and the Company.

10. "Force Majeure"

- 10.1 "Force Majeure" shall mean any cause inhibiting or preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company; including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party); acts of God, pandemic, explosion, riot, civil commotion; malicious damage; damage, destruction or denial of access to premises; governmental actions, compliance with any law or governmental order, rule, regulation, direction or requirement; the effect of import or export regulation; accident, fire, flood, or storm or other natural disaster or default of suppliers or sub-contractors; war, civil war, national emergency, armed conflict or terrorist attack; nuclear, chemical or biological contamination or sonic boom or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 10.2 If the Company is prevented or delayed in the performance of any of its obligations under any Contract by Force Majeure, the Company shall forthwith serve notice in writing on the Customer specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for the Company, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. It is acknowledged that some Force Majeure events will render the Company unable to perform the contract e.g. the taking of action against the Company by a governmental or regulatory authority which requires the Company's withdrawal from the contract. If such a Force Majeure event

occurs which requires Company's withdrawal from the contract the Company will notify the Customer in writing and within 30 days of such a notice the Customer will make payment for any Products delivered pursuant to the contract prior to the withdrawal and will release Company from all performance bonds and the Company shall have no further liability to the Customer in respect of the contract.

11. Intellectual Property Rights

- 11.1 All products, documentation, marks, drawings, documents, confidential records, computer software and other information supplied by the Company, whether produced by itself or a third party and any modifications, derivative works, changes, enhancements (including language translations) thereof, whether made by the company, the Customer or any third party (collectively, "Company Property"), are supplied on the express understanding that the intellectual property rights therein are reserved to the Company (or the third party) and that the Customer will not, without the prior consent of the Company in writing, give away, loan, exhibit or sell any Company Property, or use them in any way except in connection with the Products in respect of which they are issued.
- 11.1 All products, documentation, marks, drawings, documents, confidential records, computer software and other information supplied by the Company, whether produced by itself or a third party and any modifications, derivative works, changes, enhancements (including language translations) thereof, whether made by the company, the Customer or any third party (collectively, "Company Property"), are supplied on the express understanding that the intellectual property rights therein are reserved to the Company (or the third party) and that the Customer will not, without the prior consent of the Company in writing, give away, loan, exhibit or sell any Company Property, or use them in any way except in connection with the Products in respect of which they are issued.

12. Health and Safety

- 12.1 The Customer agrees to pay due regard to any information supplied by the Company relating to the use for which the Products are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person and the Customer undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Products will be safe and without risk to health at all times as mentioned above.

13. Compliance

- 13.1 The Customer shall comply with all relevant anti-corruption legislation in connection with the Contract and the Company's business and shall immediately notify the Company if it discovers or suspects that any of its officers, directors employees or representatives are acting or have acted in a way which violates such legislation.
- 13.2 The Customer agrees that all activities performed, directly or indirectly, by the Customer in connection with these Conditions or the Contract shall be carried out in accordance with all applicable nations, federal, state and local laws, statutes, rules, regulations and orders ("Laws") in the applicable territory.
- 13.3 The Customer acknowledges that any products sold to the Customer in accordance with the Contract and these Conditions may be subject to the jurisdiction of the U.S. Export Administration Regulations (the "EAR") (Title 15 of the U.S. Code of Federal Regulations Part 730 et seq.) and U.S. trade embargo regulations (Title 31 of the U.S. Code of Federal Regulations Part 500 et seq.). Accordingly, the Customer agrees that no Products sold under the Contract will be: (a) reexported, sold, or otherwise transferred to countries outside of the territory in which such Products were sold (except as may be authorized under U.S. law, and then only with the prior written authorization of the Company); or (b) reexported, sold, or otherwise transferred to persons or counties within the such territory if such a reexportation, sale, or transfer would violate U.S. law.
- 13.4 The Customer acknowledges that the Company has a code of responsible business (the "IMI Way") which is available at www.imiplc.com and the Customer shall, at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct, business ethically and in accordance with the relevant provisions of IMI Way. This clause shall apply whether or not the Customer is acting pursuant to the Contract or its relationship with the Company.
- 13.5 The Customer acknowledges and agrees that the U.S. Foreign Corrupt Practices Act (Title 15 of the U.S. Code § 78dd-2) imposes penalties on persons, firms and entities, including non-U,S, persons, firms, and entities, subject to U,S, jurisdiction, that participate directly or indirectly in giving or offering to give any payment or other thing

of value to (i) any foreign government official (including employees of government-owned corporations or public international organizations), or (ii) a foreign political party or official thereof, or (iii) any candidate for foreign political office (collectively, "government official"). Accordingly, without limiting the generality of this clause, the Customer hereby represents, warrants and covenants that, in connection with, or in the performance of the Contract and these Conditions, the

- 13.6 The Customer agrees that it must be able to demonstrate its compliance with the requirements referred to in this clause 13 at the request of and to the satisfaction of the Company which includes, but is not limited to, the Company having the right to inspect any site involved in work for the Company. If the Customer fails to comply with this clause 13, the Company shall be entitled, in its sole discretion, to terminate this Contract and any other agreements between the Customer and the Company without penalty to the Company, but with obligations for the Customer to remedy any damages suffered by the Company as a result of such termination or as a result of the breach of Contract pursuant to clause 8.8

14. Miscellaneous

- 14.1 THE CONTRACT AND ANY NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH IT SHALL BE GOVERNED AND INTERPRETED EXCLUSIVELY ACCORDING TO U.S LAW. THE PARTIES HEREBY AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE U.S. COURTS PROVIDED THAT THE COMPANY MAY AT ITS OPTION TAKE PROCEEDINGS IN THE COURTS OF THE STATE IN WHICH THE COMPANY IS SITUATED OR THE STATE IN WHICH THE CUSTOMER IS DOMICILED INCLUDING ACTION TO OBTAIN AND REMEDY (INCLUDING INJUNCTIVE RELIEF).

- 14.2 Any failure to exercise or any delay by the Company in exercising a right or remedy provided by this Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Conditions will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.

- 14.3 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these Conditions.

- 14.4 The Customer agrees and understands that by execution of these Conditions a confidential relationship is created by which the Customer may have access to confidential or proprietary data, information or materials relating to the Company's business affairs, customer lists, vendors, suppliers, projects, methods of operation, processing systems or other information disclosed in any form whether written, oral or on computer readable medium, and such information may contain proprietary details and disclosures ("Confidential Information"). The Customer shall keep and cause its agents and employees to keep all Confidential Information of the Company confidential, using a degree of care and security at least equal to the applied by the Customer to its own most confidential information, but not less than reasonable care, and shall not sell, transfer, publish, disclose, display or otherwise make available to others any Confidential Information of the Company except as specifically authorized by these Conditions, without the prior written consent of the Company. Nothing herein shall limit the Customer's use of dissemination of the information which has been or is subsequently made public by the Company or a third party with the authority to do so without restriction by the Company.