

DRAGON OIL TERMS + CONDITIONS FOR SERVICES

NOTE: THIS AGREEMENT CONTAINS PROVISIONS WHICH INDEMNIFY AND/OR RELEASE THE INDEMNIFIED AND/OR RELEASED PARTY FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND OTHER FAULT.



SO TERMS AND CONDITIONS

Services ONLY

1. DEFINITIONS

In these conditions defined terms shall have the following meaning:

“Affiliate”	shall mean any subsidiary or holding company of any company or any other subsidiary or parent of any tier of such holding company. For the purpose of this definition, “subsidiary” and “holding company” shall have the meaning assigned to it under Section 736, Companies Act, 1985 (U.K.), as amended by Section 144, Companies Act 1989 (U.K.);
“Agreement”	means the Service Order and these Conditions;
“Company”	means the company on the face of the Service Order and within the Dragon Oil plc group of companies that is counter-signing the Service Order with the Contractor;
“Company Group”	shall mean Company, its co-venturers, its and their respective Affiliates and its and their respective officers, directors, agents and employees (including agency personnel), but shall not include any member of the Contractor Group;
“Conditions”	means these general terms and conditions for the Service Order;
“Contractor”	means the person, firm or company to whom the Service Order is addressed;
“Contractor Group”	shall mean the Contractor, its subcontractors of any tier, its and their Affiliates, its and their respective officers, directors, agents and employees (including agency personnel), but shall not include any member of Company Group;
“Defects Liability Period”	means the period of one hundred and twenty days (120) after the date of performance of the Services during which time the Contractor will continue to be liable for, and will remedy any defective performance of the Services in accordance with Clause 8 below;
“Equipment”	shall mean all equipment, materials, tools, spare parts and other items, whether owned, rented, hired, chartered or leased by the Contractor Group, for use in connection with the Services which to be furnished by the Contractor at the Contractor’s cost in accordance with this Agreement;
“Information”	means all specifications, drawings, sketches, models, samples, tools, designs, technical information or data and other proprietary information, written, oral or otherwise furnished to the Contractor by Company;
“Service Order”	means a service order in respect of the Services, issued by Company to the Contractor along with all Information and other documentation contained in, referred to or attached to the Service Order;
“Services”	means all services to be performed by the Contractor pursuant to the Service Order;
“Specifications”	means the technical specifications in relation to the Services contained in, referred to or attached to the Service Order.
“Third Party”	means any person, entity or company that is not a member of either Company Group or Contractor Group;
“Turkmenistan Authorities”	means any government, regional or local authorities or any similar competent bodies of Turkmenistan (including any political sub-division thereof) having jurisdiction over the subject matter hereof.
“Worksite”	shall mean the lands, waters and other places in Turkmenistan on, under, in or through which the Services are to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns) or places where equipment, materials or supplies are being obtained, stored or used for the purposes of the Agreement.

2. APPLICATION

2.1 These Conditions shall:

- (a) apply to and be incorporated in the Agreement between the Contractor and Company for the supply of the Services pursuant to the Service Order;
- (b) be in substitution for any oral arrangements made between Company and the Contractor; and
- (c) prevail over any inconsistent terms or conditions contained in or referred to in the Contractor’s quotation or acceptance or correspondence or elsewhere or implied by trade, custom or course of dealing.
- (d) No addition to or variation of or exclusion or attempted exclusion of the Service Order and/or these Conditions or any of them shall be binding upon Company unless in writing and signed by a duly authorised representative of Company.

3. SERVICE ORDER

- 3.1 Company shall only be bound by a Service Order if issued on Company’s standard order form and signed by a duly authorised representative of Company.
- 3.2 The execution and return of the acknowledgement copy of these Conditions by the Contractor or the Contractor’s execution or commencement of work pursuant to the Service Order constitutes the Contractor’s acceptance of the Service Order on these Conditions.

4. THE PARTIES’ REPRESENTATIVES

- 4.1 Company and Contractor shall each nominate a representative to act as the focal point for all matters arising under the Agreement. Such representatives, or their duly-appointed delegates, shall be readily available to enable both parties to discharge their obligations under the Agreement. A representative (or his delegate) have the right to access at all reasonable times the Worksite and both parties shall afford every assistance in exercising the right of access.
- 4.2 The representatives have the authority to commit the relevant party in all matters under the Agreement and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from the other party all notices, information, instructions and decisions. Except as expressly stated in the Agreement, the representatives have no powers to amend the Agreement nor to relieve the relevant party from any of its obligations under the Agreement.
- 4.3 The Contractor shall not change its representative without cause or any nominated deputy without the prior approval of Company, which shall not unreasonably be withheld or delayed.

5. CONTRACTOR’S GENERAL OBLIGATIONS

- 5.1 The Contractor represents, warrants and covenants that it has, and for the duration of the Agreement will continue to have, the skill, expertise, ability and qualifications to perform the Services as required by this Agreement. The Contractor shall devote its best commercial efforts and experience to the performance of the Services and perform the Services with due diligence and care and in a good, safe and workmanlike manner, all in accordance with this Agreement and, to the extent not addressed or specified in this Agreement, in accordance with good international oil and gas industry practices.
- 5.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Services and shall keep strictly to the provisions of Company’s HSE Guidelines, a copy of which the Contractor has been given.
- 5.3 The Contractor shall perform the Services strictly in accordance with the specifications, standards, procedures and guidelines set forth in this Agreement and those communicated by Company to the Contractor from time to time. Company reserves the right by written notice to correct any errors or to make any changes in the Information within the general scope of the Services to be performed under this Agreement. The Contractor shall ensure that its personnel are fully acquainted with the provisions of all such Information, maintain at each Worksite one copy thereof and give Company’s representative access thereto at all times.

- 5.4 The Contractor shall be deemed to have satisfied itself, before entering into the Agreement, as to the extent and nature of the Services including but not limited to the services, personnel, Equipment, plant and facilities required for the Services, the correctness and sufficiency of any rates and prices, general and local conditions, and all other matters which could affect progress or performance of the Services. Any failure by the Contractor to take account of matters which affect the Services will not relieve the Contractor from its obligations under the Agreement.
- 6. OFFSHORE TRANSPORTATION (IF APPLICABLE)**
- 6.1 Company shall provide, at no cost to the Contractor, all routine and medi-vac transportation for the Contractor's personnel; transportation for the Equipment which are capable of transportation by supply boat; between Company's onshore base or jetty and the offshore part of the Worksite, as well as between the different offshore parts of the Worksite. The costs of non-routine transportation requested by the Contractor may, at the sole option of Company, be recovered from the Contractor. All responsibility for transportation of the Equipment and the Contractor's personnel to and between the well location(s) is the responsibility of Company, provided that nothing herein will affect the indemnities and liabilities set out at Clause 13.
- 7. CONTRACTOR PERSONNEL**
- 7.1 The Contractor undertakes to provide sufficient personnel at all times to ensure performance and completion of the Services in accordance with the provisions of the Agreement. All personnel employed on the Services shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. The Contractor shall verify all relevant qualifications of such personnel.
- 7.2 Where key personnel of the Contractor are specified in the Agreement, they shall not be replaced without the prior approval of Company. Any replacement shall work with the person to be replaced for a reasonable handover period.
- 7.3 The Contractor shall ensure that all personnel and particularly supervisory personnel of the Contractor Group shall read, write and speak fluent English.
- 7.4 The Contractor shall ensure that all employees of the Contractor Group engaged in the performance of the Services comply with applicable laws including immigration laws and, where required, are in possession of a valid work permit for the duration of the Agreement.
- 7.5 Company may instruct the Contractor to remove from the Worksite any person engaged in any part of the Services who in the reasonable opinion of Company is either incompetent or negligent in the performance of their duties; engaged in activities which are contrary or detrimental to the interests of Company; not conforming with relevant safety procedures; or persists in any conduct likely to be prejudicial to safety, health or the environment. Any such person shall be removed forthwith from the Worksite and shall not be engaged again in the Services or on any other work of Company, without the prior approval of Company. The Contractor shall provide a suitable replacement for any such person within 24 hours or such longer time as may be agreed by Company.
- 8. WARRANTY AND DEFECTIVE PERFORMANCE**
- 8.1 Where Company has found the Services or part thereof or any rework performed by the Contractor not to have been performed in accordance with the Agreement, Company shall detail in writing to the Contractor within the Defects Liability Period, the specific nature of the defect and the Clause that contains the obligation that the Contractor has failed to meet.
- 8.2 Commencing immediately upon the notice issued under Clause 8.1 becoming effective, the Contractor shall at its own expense and risk, forthwith replace or repair the defect and/or re-perform that part of the Services which has not been performed in accordance with the Agreement. Further, the Contractor shall be liable for any damage caused to any property or persons directly attributable to the Contractor's breach of warranty.
- 8.3 If the Contractor fails to or refuses to carry out its obligations pursuant to Clause 8.2, Company may at its sole discretion engage a Third Party to perform any part of the Services which has not been performed or re-performed pursuant to Clause 8.2 by the Contractor in accordance with the Agreement and in respect of which Company has notified the Contractor in accordance with Clause 8.1 above. Company shall give notice to the Contractor of its intention to exercise this option in which case the Contractor shall cease immediately any Services being carried out under Clause 8.2.
- 8.4 Where Company under Clause 8.3 above engages a Third Party, the Contractor shall be liable for any additional costs reasonably incurred by Company as a direct result if the defective performance or re-performance of the relevant part of the Services by the Contractor.
- 8.5 Notwithstanding the above, in the event that a claim is made by Company in respect of any Services under the above warranty due to:
- (a) the reasonable actions of the Contractor in relying on the Information;
- (b) actual operating conditions being different from those specified in the Agreement or in any variations; or
- (c) defects in materials or equipment supplied by Company which could not reasonably have been discovered by the Contractor.
- 8.6 Then Company shall promptly reimburse the Contractor the reasonable cost of flights, accommodation, meals, parts and supplies, reasonable third party costs and reasonable Contractor's personnel day rates incurred by the Contractor in responding to the claim.
- 9. PRICE AND INVOICING**
- 9.1 All prices and the currency of payment for the Services shall be as stated in the Service Order save that in the event that the Contractor quotes or offers to a third party lower prices or better terms for goods and services of a similar quality, quantity or description in which event Company shall be entitled to purchase the same on the same terms and to a refund of the amount of the difference in respect of all Services previously supplied.
- 9.2 The price stated in the Service Order shall, unless otherwise specified, be all-inclusive (including all shipping, handling, transportation and other freight costs to the Worksite).
- 9.3 The Contractor's invoice(s) for the Services shall show unit price, quantity and delivery destination and shall be supported by: (i) any appropriate inspection and/or testing certificates; (ii) a delivery receipt signed by a Company employee; and (iii) such other documentation as Company may reasonably require and request from the Contractor.
- 10. LIQUIDATED DAMAGES FOR LATE DELIVERY**
- 10.1 Time is of the essence as to performance of the Services. If performance dates cannot be met Company shall be entitled to cancel the Service Order without liability to the Contractor, to acquire substitute Services from elsewhere and to hold the Contractor accountable for any loss and additional costs incurred.
- 10.2 The Contractor hereby acknowledges that compliance with the performance schedule is an essential condition of this Agreement. In the event of non-compliance with the same, Company reserves the right to apply liquidated damages at a rate of one percent (1%) of the value of the Service Order per week, or part thereof, up to a maximum of ten percent (10%) of the value of the Service Order.
- 11. PAYMENT AND PAYMENT TERMS**
- 11.1 Unless otherwise stated in the Service Order, payment of invoices shall be within thirty (30) days of receipt, by Company of the Contractor's invoice for the Services.
- 11.2 Company reserves the right to make deductions from any sums due to the Contractor for any monies due to Company under the Agreement.
- 11.3 For the performance and completion of the Services, Company shall pay or cause to be paid to the Contractor the amounts specified in the Service Order at the times and in the manner specified in the Service Order and in this Clause 11.
- 11.4 The Contractor shall submit to Company an invoice within thirty (30) days of the end of each calendar month. Following completion of the Services, the Contractor shall not be entitled to receive any payment on any invoice received by Company later than ninety (90) days after the Contractor leaving the Worksite, as the latest time for receipt of invoices. Nevertheless Company may, at its sole discretion, make payment against any such invoice but will only do so under exceptional circumstances and with a detailed and reasonable explanation in writing for the delay and confirmation that this is an exceptional circumstance. CONTRACTOR HEREBY IRREVOCABLY WAIVES, RELEASES AND DISCLAIMS ANY RIGHT TO CLAIM OR RECEIVE (UNDER ANY LEGAL OR EQUITABLE THEORY) ANY COMPENSATION IN RESPECT OF ANY SERVICES FOR WHICH INVOICES WHICH ARE NOT SUBMITTED IN CONFORMANCE WITH THIS CLAUSE.
- 11.5 If Company disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Company shall notify the Contractor of the reasons and request the Contractor to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note, Company shall be obliged to pay the undisputed part of a disputed invoice.

12. TAXES

- 12.1 The Agreement price is inclusive of all taxes and duties which may be levied by the Turkmenistan Authorities. The Contractor shall be fully responsible for filing and payments of profits (income) tax as well as other taxes and related fines and interest thereon, payable by or assessed or levied against the Contractor by the Turkmenistan Authorities, based on the Petroleum Law of Turkmenistan in respect of the Services. The Contractor further agrees to make all reports and take all other actions necessary to satisfy tax, accounting and reporting requirements of any Turkmenistan Authorities at the Contractor's sole cost and expense. Upon request, the Contractor shall furnish to Company evidence of the Contractor's payment and compliance with its tax obligations hereunder.
- 12.2 Provided that the Contractor obtains and maintains appropriate registration(s) as per the laws of Turkmenistan, Company shall not withhold any taxes from payments to the Contractor including but not limited to any profits/revenue tax. If the Contractor does not maintain appropriate registration(s) as per the laws of Turkmenistan, Company is entitled to deduct withholding tax at the prescribed rate stipulated by the Turkmenistan Authorities from Contractor's invoices, for debiting directly to the Turkmenistan Authorities. Withholding tax is not applicable to:- (a) any materials/goods component in the Agreement; (b) contractors with a valid commercial and tax registration in Turkmenistan; and/or (c) contractors operating from a country with a valid double taxation agreement with Turkmenistan.
- 12.3 Company shall provide the Contractor with all reasonable assistance to obtain the benefit of any tax and duty exemptions available to Company and which can be extended to the Contractor or to the Contractor's personnel under applicable legislation.

13. INDEMNITY

- 13.1 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, causes of action, damages, costs (including legal costs and expenses incurred in defence of Company Group), expenses and liabilities (collectively "Claims and Losses") in respect of:
- (a) in respect of any alleged or actual infringement whether under English law or otherwise of any patent, utility model, registered design, copyright, trademark or other proprietary or Third Party rights vested in any other person;
 - (b) sustained by Company or for which Company may be liable as a result of the failure of the Contractor to perform its obligations to Company under the Agreement; or
 - (c) loss of or damage to property of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from or relating to the performance of the Agreement;
 - (d) personal injury including death or disease to any person employed by the Contractor Group arising from or relating to the performance of the Agreement; and
 - (e) subject to any other express provisions in the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group.
- 13.2 Company shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against any Claims and Losses in respect of:
- (a) loss of or damage to property of Company Group, whether owned by Company Group, or leased or otherwise obtained under arrangements with financial institutions by Company Group, all of which is located at the Worksite, and arising from or related to the performance of the Agreement located at the Worksite;
 - (b) personal injury including death or disease to any person employed by Company Group arising from or relating to the performance of the Agreement; and
 - (c) subject to any other express provisions in the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company Group.
- 13.3 The indemnity at Clause 13.1(a) shall not extend to instances in which an alleged infringement relates to work performed as part of the Services where Company has been solely responsible for the design.
- 13.4 The exclusions and indemnities given under Clauses 13.1(c), 13.1(d), 13.2(a) and 13.2(b) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the

indemnified Party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. Nothing in this Agreement will limit or exclude liability for representations made fraudulently.

14. INSURANCE

- 14.1 The Contractor shall arrange as a minimum the insurances set out in this Clause. This Clause 14 shall in no way limit the liability of the Contractor under the Agreement. All such insurances, to the extent of the liabilities assumed by the Contractor under the Agreement, shall (a) (other than Employers Liability Insurance/Workmen's Compensation) include Company, Group as additional assureds; and (b) be endorsed to provide that underwriters waive any rights of recourse, including subrogation rights against Company Group.
- 14.2 The insurances required to be effected under Clause 14.1 shall be: (a) Employers Liability and/or Workmen's Compensation insurance to the minimum value required by any applicable legislation; (b) General Third Party Liability insurance in an amount not less than US\$1,000,000 (US Dollars one million); and (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction.
- 14.3 At any time during the term of the Agreement, if requested to do so, the Contractor shall provide Company with an insurance certificate evidencing full compliance with the requirements of this Clause 14.

15. CONSEQUENTIAL DAMAGES

- 15.1 For the purposes of this Clause 15, the expression "Consequential Loss" shall mean: consequential or indirect loss under English law; and loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (a), and whether or not foreseeable at the commencement of the Agreement.
- 15.2 Notwithstanding any provisions contrary elsewhere in the Agreement and except to the extent of any agreed liquidated damages or any termination fees provided for in the Agreement, Company shall save, indemnify, defend and hold harmless the Contractor Group from Company Group's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless Company Group from the Contractor Group's own Consequential Loss.

16. AUDIT

- 16.1 During the course of the Services and for a period ending two (2) years thereafter, Company or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the Contractor's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to all invoiced charges made by the Contractor on Company; and any provision of this Agreement under which the Contractor has obligations the performance of which is capable of being verified by audit.

17. SUSPENSION AND TERMINATION

- 17.1 Without prejudice to any other rights or remedies to which Company may be entitled, Company may without liability to the Contractor suspend or terminate the Agreement:
- (a) to suit the convenience of Company ;
 - (b) if the ability of Company to accept performance of Services is hindered or prevented by circumstances beyond the reasonable control of Company;
 - (c) if the Contractor commits any breach of its obligations under these Conditions and fails to remedy such breach within 15 days of receipt of written notice from Company requesting remedy of the same; or
 - (d) the Contractor makes any arrangement or composition with his creditors or becomes bankrupt or a receiving order is made against him or, being a company, the Contractor is or becomes declared insolvent or in the reasonable opinion of Company is unable to pay its debts as they become due or a resolution is passed for the winding up of the Contractor (other than solely for the purpose of amalgamation or reconstruction) or a receiver is appointed of the whole or any part of its assets or undertaking or the Contractor takes or suffers any similar or analogous action in consequence of debt.
- 17.2 Unless the suspension arises as a result of default on the part of the Contractor, the Contractor shall be reimbursed in accordance with the Service Order. If suspension results from default on the part of the Contractor, any reasonable additional costs incurred by Company as a direct result shall be recoverable by Company from the Contractor.

- 17.3 In the event of Company giving the Contractor notice of termination of all or any part of the Services or the Agreement, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the Contractor shall immediately:
- (a) cease performance of the Services or such part thereof as specified in the notice;
 - (b) allow Company full right of access to take over the Services or the part thereof;
 - (c) assign to Company, to the extent desired by Company all or the relevant parts of the rights, titles, liabilities and subcontracts relating to the Services which the Contractor may have acquired or entered into.
- 17.4 In the event of and notwithstanding expiry or termination of the Agreement, the rights and obligations of the Parties included in Clauses 2, 3, 8, 12, 13, 14, 15, 16, 17, 18, 19, 22, 24 and 25 shall remain in full force and effect.

18. CONFIDENTIALITY

- 18.1 The Service Order and all Information is confidential and the Contractor may not disclose or use such information for any purpose other than for the performance of its obligations under the Service Order without Company's prior written consent. The Contractor shall not without the prior written consent of Company advertise or publish in any way whatsoever the fact that the Contractor has contracted to provide the Services to Company. All Information and all rights therein shall remain the property of Company and shall be returned promptly to Company (together with all copies) at Company's request.

19. PATENTS, COPYRIGHTS AND TRADEMARKS

- 19.1 The Contractor shall indemnify, defend and hold harmless Company Group from any and all loss, liability or expense by reason of any claim, demand or legal action based on actual or alleged infringement of any patent, copyright or trademark, resulting or arising in connection with the performance of the Services.
- 19.2 Information (including without limitation all drawings, blueprints, designs, sketches and technical data) provided by Company to the Contractor are to be maintained in strict confidence and used solely in connection with this Agreement. All disclosures of Information shall only be made in confidence and with similar limitation of use.
- 19.3 Notwithstanding the above, confidential Information does not include Information that is shown by written evidence to have been in the public domain on the commencement of this Agreement, Information that entered the public domain after the commencement of this Agreement through no act, fault or omission of the Contractor.

20. LICENSE AND PERMITS

- 20.1 If execution of this Service Order requires any license or other permit to be issued in the country of Turkmenistan or in the Country of Origin, completion of the Service Order shall be subject to the responsible party obtaining the required license or permit.

21. APPLICABLE LAWS

- 21.1 All relevant laws, rules, and regulations of all duly constituted government authorities shall apply in the performance of this Service Order. The Contractor shall indemnify Company Group against all penalties, which may be assessed because of the Contractor's infraction of any such laws, rules, and regulations.

22. FORCE MAJEURE

- 22.1 Neither party shall be liable for any failure to fulfil any term of the Service Order if fulfilment has been interfered with or prevented by Force Majeure. Force Majeure may only be invoked if the event preventing the fulfilment is due to no fault of the obligated party, is not at its risk, and has occurred since the obligation came into being.
- 22.2 Force Majeure shall mean any event which is unforeseeable, insurmountable, and outside the control of the part which invokes it and prevents performance of all or part of the Service Order. Nevertheless any act (including strikes) of any member of the Contractor Group shall not be considered as Force Majeure.

23. ASSIGNMENT

- 23.1 The Service Order shall not be assigned without the written permission of Company. Any such permitted assignment or subcontracting shall not relieve the Contractor of any of its obligations under this Service Order.

24. GOVERNING LAW & RESOLUTION OF DISPUTES

- 24.1 The Service Order and the rights and obligations of the parties under the Agreement shall be governed and construed in accordance with the laws of England. In the absence of any agreement on a particular dispute either Party may take appropriate action and if a resolution to the dispute is not reached in accordance with the above provisions within forty-five (45) days from the date of the first notice of dispute (or such greater period of time as may be agreed between the Parties in their sole discretion), then the matter shall be finally settled by arbitration in London, England, in accordance with the rules of the London Court of International Arbitration ("LCIA") in effect as of the date of arbitration commences. The number of arbitrators shall be one. The appointing authority shall be the LCIA. The language to be used in the arbitral proceedings shall be English.
- 24.2 Whilst any matter or matters are in dispute, both parties agree to continue to comply with all the provisions of the Agreement.
- 24.3 Failure on the part of Company to exercise or enforce any rights conferred by the Agreement or at law shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

25. MISCELLANEOUS

- 25.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreement between the parties relating to its subject matter. Unless otherwise expressly agreed in writing, this Agreement applies in place of and prevails over any terms and conditions contained in or referred to in correspondence or elsewhere or implied by trade custom or course of dealing. In entering into this Agreement, each party acknowledges and agrees that it has not relied on any representations made by the other. Any such representations are excluded.
- 25.2 The Contractor shall act as an independent contractor with respect to the Services and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by Company.
- 25.3 All notices in respect of the Agreement shall be given in writing and delivered by hand, by telefax or by international courier to the address as shall from time to time be nominated by them in writing to the other. Notices shall be effective: (a) if delivered by hand, at the time of delivery; (b) if sent by telefax, on the first working day at the recipient address following sending; or (c) if sent by first class post, 48 hours after the time of posting.
- 25.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Company and the Contractor agree to attempt to substitute, for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 25.5 The parties intend that no provision of the Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") confer any benefit on, nor be enforceable by any person which is not a party to this Agreement.

END OF GENERAL TERMS AND CONDITIONS