

## **STABILITY STORAGE EQUIPMENT VALIDATION, CALIBRATION AND MAINTENANCE SERVICES SUPPLY CONDITIONS**

### **1 Definitions and Interpretation**

1.1 In these Conditions the following words and expressions shall have the following meanings:

**Change:** means any alteration or any extra work, delay or other circumstance which results in an adjustment to any of the cost, delivery schedule, and/or any other aspect of the Equipment or Services;

**Commencement Date:** means the commencement date indicated in the Quotation;

**Conditions:** means the terms and conditions set out in this document;

**Contract:** means the Quotation for the Services together with these Conditions;

**Customer:** means the person, firm or company who places an order for the Services and whose name appears as "Customer" on the Quotation;

**Documentation:** means the Supplier's user guides, operating manuals, education materials, reports generated by Supplier, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Equipment or used in conjunction with the Services, whether made available in print, magnetic, electronic, or video format, in effect as of the date (i) the applicable Equipment is shipped to Customer, or (ii) the applicable Service is provided to Customer;

**Force Majeure Event:** means any event affecting the performance by a party of its obligations under the Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of that party, including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, strike, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including any failure to grant any necessary permissions) of any relevant government, court or authority;

**Payment Terms:** shall be as specified in the Supplier's Quotation;

**Price:** shall be as specified in the Supplier's Quotation;

**Purchase Order:** means a purchase order for Services issued by the Customer.;

**Quotation:** the Suppliers' quotation in which these Conditions are referenced;

**Regulatory Requirements:** means all applicable statutory, regulatory and legal requirements from time to time in the State where the Services are performed;

**Services:** means the duties, services or work specified in the Quotation/or and the Customer's Purchase Order (as approved by the Supplier), as more particularly described in the Specifications;

**Specifications:** means Supplier's published specifications for the Equipment or Services;

**Supplier:** means, for US Customers, Source BioScience Inc., a corporation formed under the laws of Georgia; and

**Termination Date:** shall have the meaning defined in Clause 8 below.

When used in these Conditions the word "include", "includes" and "including" shall mean "without limitation".

## 2 Application of Conditions

2.1 These Conditions supersede and replace in their entirety any and all terms and conditions set forth on the face or reverse side of any purchase order or other document presented by Customer, except for the specific terms of a purchase order outlining the technical scope of requested Services (as approved in writing by the Supplier).

Acceptance of the Quotation shall be deemed given by Customer upon the earlier of its acceptance, confirmation of service intervention date or location, or other confirmation of performance. The Quotation is conditioned upon Customer's complete acceptance of the Quotation without additions or modifications. THE CONTRACT FOR SUPPLY OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED IN THE CONTRACT, INCLUDING WITHOUT LIMITATION FOR DOCUMENTS USED BY THE PARTIES FOR EASE OF ADMINISTRATION. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE HEREBY REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SUPPLIER. NO CONTRACT SHALL EXIST EXCEPT AS HEREIN PROVIDED.

## 3 Performance of Services

3.1 The Supplier shall, from the Commencement Date and until the Termination Date and/or until the Services are complete (as applicable), carry out the Services:

3.1.1 in accordance with these Conditions;

3.1.2 in accordance with all Regulatory Requirements;

3.1.3 where relevant, using materials or goods that substantially conform to the Specifications.

3.2 In addition to any specific Customer duties set forth in a Quotation, Customer agrees to cooperate with Supplier in connection with performance of the Services by providing: (i)

timely responses to Supplier's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Supplier which are necessary or useful as determined by Supplier in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Supplier to provide the Services. "Required Consents" means consents or approvals required to give Supplier, its affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Supplier.

**3.3** Customer shall provide the Supplier and its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with such access to the Customer's premises, office accommodation, data and other facilities as is reasonably required by the Supplier to provide the Services. When the Services are performed at Customer's premises, Supplier will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Supplier access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Supplier determines are useful or necessary for Supplier to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Supplier and Customer's premises.

**3.4** Customer shall be responsible (at its own cost) for all environmental conditions and for preparing and maintaining the relevant premises for the provision of the Services, including power up and power down operations and identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the provision of the Services at those premises.

**3.5** Customer shall, in advance of the Services being provided, inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises. If the Customer is subject to health and safety laws or regulations which are more stringent than the health and safety standards governing Supplier, or if Customer elects to operate under more stringent health and safety standards than those to which Supplier is subject, and Customer requires Supplier to comply with those higher standards, Supplier shall be entitled to charge the Customer any extra costs incurred in so complying. Furthermore, Supplier may refuse, without any liability to Customer whatsoever, to perform in whole or in part the Services if the site presents unhealthy or unsafe conditions. Information and/or notices given by

Supplier to the Customer shall be deemed to be correctly given if provided to such Personnel.

- 3.6** When required by national or state regulations or safety rules, an employee or representative of the Customer shall be present in the room where the maintenance work takes place. If no employee or representative of the Customer is present, Supplier shall have the right to stop its work and to invoice the Customer at its normal labor rate.
- 3.7** All Services delivered pursuant to this Contract shall be deemed accepted upon their substantial completion, unless Customer issues specific reserves in writing to Supplier within five (5) days of such substantial completion.
- 3.8** If the Supplier's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer and/or its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 3.9** The Supplier shall commence provision of the Services on the Commencement Date or on such other date as may be mutually agreed between the parties in writing (as applicable) and the Supplier shall execute and complete the Services within a reasonable time.

#### **4 Price and Payment**

- 4.1** Customer shall pay the Supplier the Price in accordance with the Payment Terms, or resulting from any Change, Payment by Customer shall not be contingent upon payment by a third party.
- 4.2** Within 30 days of Supplier's invoice date, the Customer shall pay to the Supplier all amounts due to the Supplier under the Contract in respect of the Services that are the subject of the invoice, in cleared funds by direct bank transfer, without any right of setoff, abatement or deduction.
- 4.3** Without prejudice to any other right or remedy, if Supplier places Customer's account in the hands of an agency or a law firm for collection by legal action, Customer will pay an additional charge equal to the costs of collection including agency and attorneys' fees and court costs incurred to the extent permitted by laws governing these transactions. In case any invoice is not paid when due, Supplier shall be entitled to discontinue any Services. Discontinuation of Services does not relieve the Customer of its obligation to pay for the Services previously rendered.
- 4.4** Unless Customer provides acceptable evidence of exemption, Customer shall pay or reimburse Supplier for all taxes which are imposed upon Customer's acquisition of Services. Customer shall not be obligated to pay or reimburse Supplier for any taxes

attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Supplier.

- 4.5** For each calendar month, or fraction thereof, that payment is late, Customer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

## **5 Warranty**

- 5.1** The Services to be performed hereunder shall be performed in accordance with recognized professional standards customary in the industry in which the Services are being performed. Should the Services fail to comply with such standards, Supplier agrees to re-perform such deficient Services at no cost to Customer provided that Supplier has received written notification within twenty (20) days following the completion of the specific Services giving rise to the claim. FURTHERMORE, CUSTOMER AGREES TO HOLD SUPPLIER HARMLESS FROM ANY DAMAGES THAT ARISE FROM SERVICES PERFORMED IN STRICT ACCORDANCE WITH THE CUSTOMER'S SPECIFICATIONS OR DIRECTIONS WHICH ARE CONTRARY TO THE TERMS OF THIS CONTRACT OR SUPPLIER'S STANDARD PRACTICES.
- 5.2** The Supplier shall not be responsible or liable for any failure of the Services to comply with all requirements of these Conditions where the defect is attributable to an act or omission of the Customer including damage to the Equipment (whether wilful or accidental including any repairs or modifications undertaken by the Customer or with its permission), failing to follow the Supplier's instructions in respect of the installation and/or operation of the Equipment and/or following the directions or instructions of the Customer.
- 5.3** THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER'S WARRANTIES CONTAINED HEREIN RUN ONLY TO CUSTOMER, AND ARE NOT EXTENDED TO ANY THIRD PARTIES.
- 5.4** Supplier shall not warrant, nor is Supplier required to provide any Service on any defects (i) resulting from a) the Equipment being modified by any person other than Supplier, (b) incorrect use of the Equipment (c) unsuitable environmental conditions, or (d) causes not attributable to the Equipment; or (ii) which were not apparent at the time of the Service visit. Supplier will submit to the Customer an estimate of the additional repair work required to correct any such defects. Said estimate will be based on Supplier labour

and spare parts price list in force when the estimate is issued. Supplier will not perform any additional Services without having obtained the Customer's written contract to the estimate. The opinion of Supplier as to whether or not the work is additional maintenance work and therefore not covered under this Contract shall be conclusive. Furthermore, Supplier is not responsible for any software, firmware, information or memory data of Customer contained in, stored on, or integrated with any Equipment returned to Supplier for repair, whether under warranty or not. Supplier also makes no warranty or representation that the Software will work in combination with any hardware or applications software products provided by third parties, that the operation of the Software will be uninterrupted or error-free, or that all defects in the Software will be corrected.

- 5.5** Software that is not branded under Supplier's Trademarks is excluded from the foregoing warranties, and Customer is instead provided the warranties extended by third parties under their own shrink-wrap or click-wrap licenses agreed by Customer.

## **6 Exclusion and Limitation of Liability, Indemnification**

- 6.1** SUPPLIER'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR DIRECT DAMAGES WILL IN ALL CASES BE LIMITED TO THE PRICE PAID/PAYABLE FOR THE PARTICULAR ELEMENT OF THE SERVICES WHICH IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATION WILL NOT REDUCE SUPPLIER'S LIABILITY FOR BODILY INJURY CAUSED BY SUPPLIER'S NEGLIGENCE. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF LOSS OR DETERIORATION OF PRODUCTS STORED WITHIN THE EQUIPMENT, ANTICIPATED PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2** The limitation of liability in Clause 6.1 shall apply to the full extent permitted by law, and shall apply whether liability is grounded in contract, tort, or otherwise, and shall extend to each party and their respective affiliates, directors, officers, and employees.
- 6.3** The provisions of this Clause 6 shall survive the term or termination of this Contract for any reason.
- 6.4** CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD SUPPLIER, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND CUSTOMERS (WHETHER DIRECT OR INDIRECT)

HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, DEMANDS, LOSSES, CAUSE OF ACTION AND SUITS (INCLUDING REASONABLE ATTORNEY FEES) WHICH THEY, OR ANY OF THEM, MAY SUSTAIN OR INCUR AS A RESULT OF (I) ANY CLAIM OF VIOLATION OF ANY COMMON LAW OR ANY FEDERAL, PROVINCIAL, STATE, LOCAL OR FOREIGN STATUTE, LAW, ORDINANCE, RULE, REGULATION, LICENSE, PERMIT, AUTHORIZATION, REGISTRATION, POLICY OR ORDER BY CUSTOMER, (II) NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY IN TORT IN CONNECTION WITH THE USE OR PROVISION OF THE SERVICES, EXCEPT SUCH AS MAY BE CAUSED TO THE EXTENT OF THE NEGLIGENCE OF SUPPLIER, OR (III) CUSTOMER'S BREACH OR DEFAULT OF THE CONTRACT.

- 6.5** ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF SUPPLIER AS TO THE CONTRACT, EQUIPMENT OR SERVICES MUST BE COMMENCED NO LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

## **7 Change**

- 7.1** No Change shall vitiate the Contract of which these Conditions form part.
- 7.2** The parties shall negotiate in good faith and shall endeavour to agree a price in respect of such Change and the Price shall be amended accordingly. In the absence of such agreement the parties shall refer to Clause 13 to resolve the matter. The Supplier shall not proceed with any Change nor incur additional expense in respect of any varied Services unless the variation has been expressly approved in writing by the Customer or the Customer's representative on the Customer's behalf.

## **8 Termination**

- 8.1** Either party may terminate the Contract of which these Conditions form part, or any portion thereof, without liability to the other immediately on giving notice (the "Termination Date") to the other if:
- 8.1.1** the other party fails to pay any amount due under the Contract of which these Conditions form part on the due date for payment and such failure continues for a period of thirty (30) days after written notice is given to Customer; or
  - 8.1.2** the other party commits a material breach of any of the terms of the Contract of which these Conditions form part and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 8.1.3** the other party becomes insolvent or upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for

the settlement of its debts; or following the institution of such proceedings against the other party, which proceedings are not dismissed or otherwise resolved in that party's favor within sixty (60) days thereafter or upon the other party's making a general assignment for the benefit of creditors or the other party's dissolution or ceasing to conduct business in the normal course.

**8.1.4** Supplier may terminate immediately its Service obligation if Customer engages a third party to perform emergency or corrective maintenance on equipment which is governed by this Contract. In the event of said termination, all obligations hereunder shall be terminated and Supplier shall have no liability for the termination or any damages caused as a result of the third party's actions or inaction.

**8.2** On termination of the Contract of which these Conditions form part for any reason:

**8.2.1** the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest under and in connection with the Contract of which these Conditions form part and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and

**8.2.2** the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

## **9 Force Majeure**

**9.1** Neither party shall be responsible for any delays or inability to perform any of its obligations under or in connection with the Contract due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability or change in supply costs, acts of terrorism or any other Force Majeure Event.

**9.2** If any Force Majeure Event occurs affecting the Services hereunder, the party affected shall notify the other party in writing within 14 days and the parties shall consult together and shall make every reasonable effort to mitigate the effect of Force Majeure Event.

**9.3** If any Force Majeure Event exists for a continuous period of 3 months such that the performance of the Contract of which these Conditions form part within a reasonable time becomes impossible, either party shall be entitled to terminate the Contract of which these Conditions form part by giving notice in writing to the other party in which case the Supplier shall be entitled to payment of such amount as may be due in respect of Services performed prior to the date of termination together with any costs reasonably incurred by the Supplier pursuant to its demobilisation.

## **10 Confidentiality**

**10.1** Each party acknowledges that in the course of performance of its obligations pursuant to this Contract, such party may obtain confidential and/or proprietary information of the other party. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of customers, research, and development; the terms, conditions and existence of this Contract; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by the recipient party. Each party agrees that, for a period of two (2) years following its receipt of Confidential Information from the other party, whether before or after the effective date of this Contract, such recipient party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information. Further, the recipient party shall only use the Confidential Information for the purposes of this Contract, and shall not disclose the Confidential Information without the prior written consent of the other party. This provision shall not apply to Confidential Information which is (i) already known by the recipient party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party (other than an Affiliate or customer of the party owning the Confidential Information) without an obligation of confidentiality, (iv) disclosed without similar restrictions by the Party owning the Confidential Information to a third party (other than an Affiliate or customer of the party owning the Confidential Information), (v) approved by the party owning the Confidential Information, in writing, for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the recipient party provides the other party with timely prior written notice of such requirement.

## **11 Assignment and Subcontracting**

**11.1** Neither the Supplier nor the Customer may assign, either in whole or in part, any of their rights or obligations under these Conditions, without the prior written consent of the other party, provided that the Supplier shall have the right to assign its rights and obligations under these Conditions, in whole or in part and without the Customer's consent, to any of its affiliates or to any successor entity to the whole or part of Supplier's business. This Contract shall be binding on the parties and their respective successors in interest and permitted assigns.

**11.2** The Supplier may subcontract any or all of the Services to duly qualified specialists, provided that the Supplier shall not in any way be relieved of any of its responsibilities,

obligations or liabilities under these Conditions in respect of any portion of the Services which is subcontracted.

## **12 Governing Law and Jurisdiction**

- 12.1** THE RIGHTS AND OBLIGATIONS OF THE PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. RATHER THESE RIGHTS AND OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS, OTHER THAN CHOICE OF LAW RULES, OF THE COMMONWEALTH OF MASSACHUSETTS.
- 12.2** THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN BOSTON, MASSACHUSETTS, INCLUDING WITHOUT LIMITATION IN CASE OF PLURALITY OF DEFENDANTS, THIRD PARTY PROCEEDINGS AND EMERGENCY PROCEEDINGS (SAVE THAT THE SUPPLIER SHALL BE ENTITLED TO SEEK INTERIM RELIEF IN ANY COURT IN ANY JURISDICTION WILLING TO ACCEPT JURISDICTION TO PROTECT ITS CONFIDENTIAL INFORMATION). THE PARTIES WAIVE THE RIGHT TO CHANGE VENUE.

## **13 Disputes**

- 13.1** Without prejudice to Clause 12.2 above, if a party to this Contract has any dispute, difference or question (“a dispute”) in respect of the construction of this Contract, then that party may deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.
- 13.2** Within 7 days after the service of the notice of the dispute, the parties may confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.
- 13.3** If the dispute has not been resolved within 21 days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 days of the service of the notice of the dispute, the parties may refer the dispute to mediation to a mediation body of their choice.

## **14 Notice Requirements**

- 14.1** Any notice required to be sent under or in connection with this Contract shall be properly served if sent in writing:

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**14.1.1** by first class, recorded or registered delivery post to the address of the party in question given in the Contract of which these Conditions form part (or such other address as the parties may notify to each other from time to time) in which case such notice will be deemed to have been served 2 business days after posting;  
or

**14.1.2** by fax to the party in question, in which case such notice will be deemed to have been served on the next business day.

## **15 Validity**

**15.1** If at any time one or more of the provisions of the Contract of which these Conditions form part is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of the Contract of which these Conditions form part shall not be in any way affected or impaired thereby.

## **16 Entire Agreement**

**16.1** The Contract of which these Conditions form part constitutes the entire agreement between the parties hereto and supersedes all prior written or oral submissions, negotiations or agreements relating thereto, except to the extent that they are expressly incorporated herein.

**16.2** Any amendment to the Contract of which these Conditions form part shall be effective only if agreed in writing between the parties.

**16.3** Each party acknowledges that, in entering into the Contract of which these Conditions form part, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract. Nothing in this Clause 16 shall limit or exclude any liability for fraud.

## **17 Waiver and Exercise of Rights**

**17.1** Any waiver of this Contract or of any covenant, condition, or agreement to be performed by a party under this Contract shall (i) only be valid if the waiver is in writing and signed by an authorized representative of the party against which such waiver is sought to be enforced; and (ii) apply only to the specific covenant, condition or agreement to be performed, the specific instance or specific breach thereof and not to any other instance or breach thereof or subsequent instance or breach.

**17.2** A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the other party.

## **18 General**

- 18.1** A person who is not a party to the Contract of which these Conditions form part shall not have any rights under or in connection with it.
- 18.2** No variation of the Contract of which these Conditions form part shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 18.3** The Section and Clause headings used in these Conditions are for reference and convenience only and shall not affect the interpretation hereof.
- 18.4** Supplier is performing only as an independent contractor. Nothing set forth in this Contract shall be construed to create a relationship of principal and agent between Supplier and Customer.