

# LUX ASSURE LIMITED

## TERMS AND CONDITIONS

These Terms and Conditions shall apply to all orders covering the sale and rental of goods and/or the provision of services by LUX Assure Limited, a company incorporated in Scotland (Company Number SC219682) and having its registered office at Unit 5.3, Research Avenue South, Heriot Watt Research Park, Edinburgh, City of Edinburgh, United Kingdom, EH14 4AP ("LUX"). LUX Assure is a brand of LUX Assure Limited. Unless expressly accepted by LUX in writing, any additional or alternative terms and conditions proposed by any Customer are hereby expressly rejected.

### 1 DEFINITIONS

1.1 In these Terms and Conditions:

"Acceptance" means any acceptance or acknowledgement of an Order in any form which is intimated by LUX to the Customer.

"Affiliate" means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 of the Companies Act 2006.

"Claim" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature including without limitation, those enjoyed by successors or assigns of the party initially.

"Client" means any client of the Customer Group.

"Consequential Loss" means

- (i) indirect or consequential loss under English law; and
- (ii) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) whether direct or indirect, to the extent that these are not included in (i), whether or not foreseeable at the date of the Order.

"Customer" means the organisation or individual which has agreed with LUX that LUX will supply Goods and/or perform Services on its behalf pursuant to an Order.

"Customer Group" means Customer, its Co-Venturers, its Clients, its Clients' Co-Venturers, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the LUX Group.

"Contract Price" means the price agreed between the parties to be payable by the Customer in relation to the performance of an Order.

"Co-Venturer" means any co-venturers with either the Customer or the Client from time to time having an interest in the exploration and production licence or equivalent under which Work is being performed and the successors and assignees interests of such co-venturers.

"Designated Location" means the location where LUX has undertaken to deposit the Rental Equipment.

"Goods" means collectively the Sale Goods and the Rental Equipment.

"LUX Group" means LUX, its Subcontractors, LUX's Affiliates, LUX's Subcontractors' Affiliates, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Customer Group.

"Order" means an order in any form which is intimated by the Customer to LUX.

"Permitted Purpose" means the specified purpose for which the Rental Equipment or the Sale Goods can be used.

"Rental Equipment" means any goods to be supplied to the Customer on a rental basis.

"Rental Period" means the period of time commencing when either (1) the LUX Group deposits the Rental Equipment at the Designated Location; or (2) the Rental Equipment is uplifted from LUX at the beginning of the duration of the rental; and terminating when either (1) LUX uplifts the Rental Equipment at the end of the Rental Period; or (2) when the Rental Equipment is returned to LUX.

"Sale Goods" means any goods to be sold to the Customer.

"Services" means services provided by LUX, including the preparation of reports.

"Subcontractors" means sub-contractors of any tier who are performing Work, their Affiliates, their directors, officers and employees (including any agency personnel).

"Third Party" means any individual, entity or party which is not a member of the Customer Group or the LUX Group.

"Work" means the supply of Rental Equipment, Sale Goods or the performance of Services pursuant to an Order.

### 2 LUX OBLIGATIONS

2.1 LUX shall:

2.1.1 supply the Goods and the Services which are required to be supplied under each Order;

2.1.2 carry out all of its obligations under the Order and execute the Work with due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of Work to be carried out under the Order;

2.1.3 ensure that the Goods meet the requirements with regard to quality, fitness of purpose, quantity and specifications, which are set out in the relevant Order; and

2.1.4 comply with all applicable laws, by-laws and regulations when performing its obligations under the Order.

2.2 If Customer notifies LUX of any defect in the Sale Goods which are being sold to the Customer within six (6) months of receipt of the Sale Goods, LUX shall (subject to the operational requirements of the Customer) at LUX's option either repair or replace the defective Sale Goods subject to the defect having arisen due to any default by the LUX Group. LUX shall have no obligation to correct any defects in the Sale Goods where the Customer has failed to follow the instructions of LUX in relation to the use of the Sale Goods. In the event that LUX repairs or replaces any Sale Goods pursuant to this Clause 2.2, this provision shall apply to the part so repaired or replaced, however, the foregoing shall not extend any warranty beyond six (6) months from the date of receipt of the original Sale Goods. Save as expressly provided in these Terms and Conditions, the remedies specified in this Clause 2.2 shall be Customer's sole remedy in respect of defects in the Sale Goods.

2.3 If Customer notifies LUX of any Services which have not been performed in accordance with the terms of these Terms and Conditions within six (6) months of the completion of the Services to be performed pursuant to an Order, LUX shall (subject to the operational requirements of the Customer) carry out all works necessary to correct any defects in the Services which have arisen due to any default by the LUX Group. In the event that LUX re-performs any Service pursuant to this Clause 2.3, this provision shall apply to the re-performed Service, however, the foregoing shall not apply to extend any warranty beyond six (6) months from the date upon which the Service was originally performed.

- 2.4 Once agreed with LUX, an Order may not be cancelled by Customer unless LUX agrees to such cancellation in writing. If LUX agrees to cancellation of the Order in writing, LUX may charge a restocking charge of up to the Contract Price, plus all freight fees and other costs associated with such cancellation.
- 3 CUSTOMER OBLIGATIONS**
- 3.1 The Customer Group shall use the Goods only for their Permitted Purpose as specified in the Order, any quote issued by LUX which is expressly incorporated in any Order, and any product information document, storage instruction document, safety information document, product disposal document or other document issued by the LUX Group to the Customer Group in writing.
- 3.2 The Customer Group shall further comply at all times with any instructions or restrictions specified in the Order, any quote issued by LUX which is expressly incorporated in any Order, and any product information document, storage instruction document, safety information document, product disposal document or other document issued by the LUX Group to the Customer Group in writing.
- 3.3 The Customer shall dispose of any used or unused Sale Goods according to their local regulations and not return to LUX. Customer samples must not be sent to LUX unless specifically asked to do so by LUX. In the event that unauthorised samples are sent to LUX, LUX reserves the right to charge the Customer a disposal fee of £1000 or to return the samples to the Customer at the Customer's cost.
- 3.4 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the LUX Group from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this Clause 3 by the Customer Group. This Clause 3 shall survive termination or expiry of any Order or these Terms and Conditions.
- 4 TAXES**
- 4.1 LUX shall pay Tax and shall procure the due payment of Tax by any Subcontractor. For the purposes of this Clause 4, "Tax" means any tax, duty or charge including any interest or penalty thereon which may be properly and lawfully assessed upon LUX or any Subcontractor by any appropriate government authority upon or measured by or incident to the performance of LUX's duties under any Order.
- 4.2 If the activities in performance of any Order are carried out in the UK Continental Shelf and the UK Territorial Waters, LUX shall use reasonable endeavours to obtain an exemption certificate pursuant to paragraph 7 of Schedule 15 of the Finance Act 1973.
- 4.3 To the extent that payments to be made under any Order attract Value Added Tax (or any equivalent tax or charge), the proper amount of such Value Added Tax shall be shown as a separate item on the invoices issued by LUX. Value Added Tax shall be added to the Contract Price as appropriate.
- 4.4 Customer shall be responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which Customer is liable as imposed by any appropriate government authority whether of the United Kingdom or elsewhere.
- 5 INDEPENDENT CONTRACTOR**
- 5.1 LUX shall perform its obligations under any Order as an independent contractor and not as an employee or agent of Customer. LUX shall maintain complete control over LUX's employees, Subcontractors and operations.
- 6 TRANSPORTATION**
- 6.1 Where Work is to be performed offshore, the Customer shall provide at no cost to LUX all transportation for LUX-provided equipment and materials, all routine and medi-vac transportation for LUX-provided personnel and reasonable accommodation and subsistence for LUX-provided personnel.
- 6.2 Where Work is to be performed onshore, the Customer shall reimburse LUX for all reasonable accommodation, subsistence and transport costs (relating to transportation to and from any home or other location specified in the relevant Order) at cost plus ten percent (10%).
- 7 INDEMNITIES**
- 7.1 Subject to Clause 8, LUX shall be responsible for and shall save, indemnify, defend and hold harmless Customer Group from and against all Claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- 7.1.1 loss of or damage to the property of the LUX Group other than the Rental Equipment during the Rental Period whether owned, hired, leased or otherwise provided by the LUX Group arising from or relating to the performance of any Order; and
- 7.1.2 personal injury including death or disease to any person employed by the LUX Group arising from or relating to the performance of any Order; and
- 7.1.3 subject to Clause 7.3, 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 LUX Group.
- 7.2 Subject to Clause 8, Customer shall be responsible for and shall save, indemnify, defend and hold harmless the LUX Group from and against all Claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- 7.2.1 loss of or damage to (1) the property of Customer Group arising from or related to the performance of the Order located at the work site, and (2) the Rental Equipment during the Rental Period;
- 7.2.2 personal injury including death or disease to any person employed by the Customer Group arising from or relating to the performance of the Order; and
- 7.2.3 subject to Clause 7.3, 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 Customer Group.
- 7.3 Except as provided by Clause 7.1 and Clause 8, LUX shall save, indemnify, defend and hold harmless the Customer Group from and against all Claims of whatsoever nature arising from pollution occurring on the premises of LUX Group or emanating from property and equipment of LUX Group arising from, relating to or in connection with any Order.
- 7.4 Except as provided by Clause 7.2 and Clause 8, Customer shall save, indemnify, defend and hold harmless the LUX Group from and against all Claims of whatsoever nature arising from pollution emanating from the reservoir and the property and equipment of Customer Group arising from, relating to, or in connection with any Order.
- 7.5 All exclusions and indemnities given under this Clause 7 and Clause 8 (save for those under Clauses 7.1.3 and 7.2.3 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.

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| 7.6       | If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, they shall notify the other and both parties shall co-operate fully in investigating the incident.  | 12.1      | LUX shall not be liable to the Customer nor be deemed to be in breach of its obligations by reason of any delay in performing any of LUX's obligations arising under any Order, if the delay or failure was due to any force majeure occurrence caused beyond LUX Group's reasonable control, which has been promptly intimated to Customer. Without limitation, the following shall be regarded as force majeure occurrences but only to the extent that they are beyond LUX Group's reasonable control and which by the exercise of reasonable diligence LUX is unable to provide against: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, or civil disturbance; changes to acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; official strikes, lock-outs or other official industrial actions or trade disputes. |
| <b>8</b>  | <b>CONSEQUENTIAL LOSS</b>   |           |   |
| 8.1       | Under no circumstances whatsoever, whether by reason of any negligence, breach of duty (statutory or otherwise), any other fault or strict liability of Customer Group, shall Customer Group be liable for Consequential Loss suffered by LUX Group. LUX shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from any such Consequential Loss suffered by LUX Group.  |           |   |
| 8.2       | Under no circumstances whatsoever, whether by reason of any negligence, breach of duty (statutory or otherwise), any other fault or strict liability of LUX Group, shall LUX Group be liable for Consequential Loss suffered by Customer Group. Customer shall be responsible for and shall save, indemnify, defend and hold harmless LUX from any such Consequential Loss suffered by the Customer Group.  | <b>13</b> | <b>DELIVERY</b>   |
| <b>9</b>  | <b>INSURANCE</b>  | 13.1      | Delivery of any Goods to be supplied under any Order shall be made to the location specified in the Order or such alternative location which is agreed between the parties in writing. Dates quoted for delivery of Goods or completion of any Work are approximate only.   |
| 9.1       | Customer shall ensure that it holds adequate insurance in relation to the liabilities which it has assumed under these Terms and Conditions.  |           |   |
| 9.2       | Customer's insurances shall be endorsed to provide that the underwriters waive any rights of recourse including in particular subrogation rights against LUX and any Subcontractors.  | 13.2      | The cost of the delivery of Goods shall be borne by the Customer unless the parties agree otherwise in writing.   |
| <b>10</b> | <b>HEALTH, SAFETY and ENVIRONMENT</b>   | 13.3      | The Customer shall be responsible for obtaining any necessary import licences or permits necessary for the entry of Goods into any country or their delivery to Customer. The Customer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods.   |
| 10.1      | Prior to the commencement of Work hereunder, Customer shall provide LUX with all applicable Customer safety rules and procedures together with all safety and usage documents in relation to any materials to be supplied by the Customer Group to the LUX Group.   | <b>14</b> | <b>TITLE AND RISK</b>   |
| 10.2      | LUX undertakes to comply with the provisions of all documents which are forwarded to it in writing pursuant to Clause 10.1 when performing Work pursuant to an Order.   | 14.1      | Subject to Clause 15, title in any Sale Goods shall pass to the Customer upon payment to LUX of the Contract Price in full.   |
| <b>11</b> | <b>TERMINATION</b>  | 14.2      | Notwithstanding Clause 7, risk in any Sale Goods to be supplied hereunder shall pass to the Customer upon delivery.   |
| 11.1      | Where Customer cancels all or any part of the Work at any time by notice in writing to LUX, Customer shall make payment of the entire value of the agreed Order, together with all expenses incurred by LUX and any Subcontractors as a consequence of Customer's decision to stop all or any part of the Work.   | <b>15</b> | <b>PATENTS AND OTHER PROPRIETARY RIGHTS</b>   |
| 11.2      | LUX may terminate any Order or any part thereof in the event of:  | 15.1      | Where any intellectual property right of any nature in any country in the world results from:   |
| 11.2.1    | the Customer becoming bankrupt or making a composition or arrangement with its creditors or a winding – up order of the Customer being made, or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any applicable law; or | 15.1.1    | developments by the LUX Group which are based wholly on data, equipment, processes, substances and the like in the possession of the LUX Group at the date of the Order being agreed by the parties or otherwise produced outside the Order; or   |
| 11.2.2    | any breach of Clause 3 or Clause 21 of any nature by Customer Group; or   | 15.1.2    | enhancements of or in the existing intellectual property rights of the LUX Group, or  |
| 11.2.3    | any material breach of any Order of any nature whatsoever.  | 15.1.3    | enhancements of intellectual property rights in the Goods, such rights shall vest in LUX, another company within the LUX Group or another individual or entity which has collaborated with the LUX Group as the case may be.  |
| <b>12</b> | <b>FORCE MAJEURE</b>  | 15.2      | Where any intellectual property right of any nature in any country in the world results from:   |
|           |   | 15.2.1    | developments by the Customer Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Customer Group at the date of the Order being agreed by the parties or otherwise produced outside of the Order; or  |
|           |   | 15.2.2    | enhancements of or in the existing intellectual property rights of the Customer Group, such rights shall vest in the Customer or the Customer's Affiliates or Co-Venturers as the case may be.  |

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| 15.3   | Except as provided in Clause 15.1 and 15.2, where any potential patent or registrable right in any country in the world arises out of the Work and is invented during the term of the Order, such rights shall vest in LUX.   | 19     | <b>CONTRACTS (RIGHTS OF THIRD PARTIES) ACT</b>   |
| 15.4   | The Customer shall be responsible for obtaining any third party licences which are required in connection with the use of the Rental Equipment and the Sale Goods. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the LUX Group from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of the obligations set out in the previous sentence.   | 19.1   | Except to the extent that the indemnified parties shall be entitled to enforce Clause 3.4, Clause 7, Clause 8, Clause 15.4, Clause 15.5 and Clause 15.6, the parties intend that no provision of any Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") confer any benefit on, nor be enforceable by any person who is not a party to any Order, which Order may be rescinded, amended or varied without notice to or the consent of any third party even if, as a result, that third party's right to enforce a term of any Order may be varied or extinguished.  |
| 15.5   | Subject to Clause 3.3, Clause 15.4 and Clause 15.6, LUX shall save, indemnify, defend and hold harmless the Customer Group from all Claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of LUX under the Order except where such infringement arises from the Customer's instructions or any breach of Clause 3 or Clause 21 by Customer Group.            | 20     | <b>CONFIDENTIALITY</b>   |
| 15.6   | Notwithstanding Clause 15.5, the Customer shall save, indemnify, defend and hold harmless the LUX Group from all Claims, losses, damages, costs (including legal costs) expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Customer under the Order.   | 20.1   | The parties both agree to hold strictly confidential and undertake not to disclose (without the prior written consent of and in accordance with any conditions imposed by the other party) to any third party any information in any format (including without limitation any quotes issued by LUX, data, know-how, and any and all subject matter pertaining to the LUX Group or Customer Group, inventions, development, materials, technology, business plans, processes, protocols, reagents) for a period of 3 years following completion of the performance of the Work. This Clause 20 shall not apply where the information was in the public domain before it was furnished to the other party or, after it was forwarded to the party in question, entered into the public domain other than as a result of (i) a breach by either the Customer Group or the LUX Group of this Clause 20.1 or (ii) a breach of a confidentiality obligation by the disclosure where the breach was known to either the Customer Group or the LUX Group, or (iii) where disclosure is necessary in order to comply with an order of a court of competent jurisdiction, applicable legislation or regulatory requirements. |
| 16     | <b>ASSIGNMENT AND SUBCONTRACTING</b>  | 21     | <b>NON-ANALYSIS</b>  |
| 16.1   | Neither party shall assign or transfer any Order which incorporates these Terms and Conditions in whole or in part, except with the prior consent of the other party, which shall not be unreasonably withheld or delayed.  | 21.1   | The Customer Group will use the Goods only to analyse the properties and characteristics of the Customer Group's fluids and shall not, in any manner:  |
| 16.2   | LUX shall be entitled to subcontract the performance of all or any part of the Work agreed to be performed under an Order, without first obtaining the prior consent of the Customer. The parties agree that no subcontract shall bind or purport to bind the Customer. LUX shall however ensure that any Subcontractor shall be bound by and observe the provisions of the Order in so far as they apply to any subcontract. LUX shall be responsible for all Work, acts, omissions and defaults of any Subcontractor as fully as if they were Work, acts, omissions or defaults of LUX. | 21.1.1 | analyse the composition of the Goods or reverse engineer the Goods,  |
| 17     | <b>PAYMENT</b>  | 21.1.2 | attempt to analyse the composition of the Goods or attempt to reverse engineer the Goods in any way; or  |
| 17.1   | LUX shall be entitled to invoice Customer on a monthly basis. Payment shall be made within 30 days after the date of LUX's invoice. Disputed items shall be resolved without delay and any amounts agreed to be payable shall then be settled promptly. Interest at the rate of 3% above the current Bank of England base rate shall be payable on a pro rata daily basis for late payment of correctly prepared invoices.  | 21.1.3 | cause any other party to analyse the composition of the Goods or reverse engineer the Goods; in any way unless specifically authorised in writing by LUX.  |
| 18     | <b>RECORDS AND AUDITS</b>   | 21.2   | The Customer Group will not furnish the Goods to any Third Party for any purpose and will not disclose to any Third Party that (i) it has used the Goods; or (ii) that it will use the Goods, both in the absence of the prior written consent of LUX.   |
| 18.1   | LUX shall maintain true and correct records in connection with the Order and shall retain all such records for at least twenty four (24) months after completion of the Order. Customer may from time to time and at any time after the date of the Order until twenty four (24) months after performance of the Order, upon reasonable prior written notice to LUX, make an audit of all records held by LUX relating to:  | 21.3   | "The Customer Group shall use its best endeavours to complete the analysis of the Customer Group's fluids and either (1) return the Rental Equipment to LUX or (2) dispose of the Rental Equipment in accordance with LUX's directions within ninety (90) days of collection or delivery of the Rental Equipment where such Rental Equipment is specified as having been supplied for the purposes of analysing the Customer Group's fluids in the relevant Order."  |
| 18.1.1 | all invoiced charges made by LUX on the Customer; and   | 21.4   | The Customer Group shall use its best endeavours to complete the analysis of the Customer Group's fluids, where the analysis is for the purpose of an evaluation as specified in the LUX Quote, within 3 months of collection or delivery of the Goods and upon completion of the analysis will return the Goods, as specified in the LUX quote, to LUX or shall dispose of the Goods in accordance with the directions of LUX.  |
| 18.1.2 | any provision of these Terms and Conditions under which LUX has obligations the performance of which is capable of being verified by audit.   |        |  |

- 21.5 Employees of the Customer Group shall have access to the Goods only to the extent necessary to perform his/her individual functions.
- 21.6 LUX shall have no liability whatsoever for:
- 21.6.1 the results of any analysis made by utilising the Rental Equipment or the Sale Goods; and
- 21.6.2 the interpretation of the results generated from the use of the Rental Equipment or the Sale Goods; and
- 21.6.3 any data and/or reports created from the interpretation of the results of the use of the Rental Equipment or the Sale Goods; and
- 21.6.4 any decisions made on the basis of any data generated from or by use of the Rental Equipment or the Sale Goods.
- 22 ENTIRE REPRESENTATION**
- 22.1 Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of either party to require strict performance will not be affected by any previous waiver or course of dealing. Neither any Order nor any modifications will be binding on a party unless signed by an authorised representative of each party.
- 23 ANTI-BRIBERY**
- 23.1 The Customer Group shall:
- 23.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**");
- 23.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 23.1.3 have and shall maintain in place throughout the term of these Terms and Conditions its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure each member of the Customer Group complies with the Relevant Requirements and will enforce them where appropriate;
- 23.1.4 promptly report to LUX any request or demand for any undue financial or other advantage of any kind received by the Customer Group in connection with the performance of these Terms and Conditions;
- 23.1.5 immediately notify LUX in writing if a foreign public official becomes an officer or employee of the Customer Group or acquires a direct or indirect interest in the Customer Group (and the Customer warrants that no member of the Customer Group has foreign public officials as officers, employees or direct or indirect owners at the date of these Terms and Conditions); and
- 23.1.6 from time to time, at the reasonable request of LUX, the Customer will certify to LUX in writing signed by an officer of the Customer, compliance with this Clause. The Customer shall provide such supporting evidence of compliance as LUX may reasonably request.
- 23.2 For the purpose of this Clause 23 "**Customer**" and "**Customer Group**" shall include all employees, directors and other officials of the Customer and Customer Group.
- 23.3 For the purpose of this Clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause a person associated with the Customer includes but is not limited to any subcontractor of the Customer.
- 23.4 Breach of this Clause shall be deemed a material breach under these Terms and Conditions.
- 24 GENERAL**
- 24.1 No modifications to any Order shall be binding unless agreed in writing between the authorised representatives of Customer and LUX.
- 24.2 Should any provision of these Terms and Conditions 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 these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. LUX and the Customer agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic legal and commercial objectives of the invalid or unenforceable provision.
- 24.3 In the event of termination of the Terms and Conditions, the rights and obligations of the parties included in the following Clauses shall remain in full force and effect: Clauses 3, 4, 7, 8, 14, 15, 17, 18, 19, 20, 21, 22, 24 and 25.
- 25 GOVERNING LAW**
- 25.1 These Terms and Conditions shall be governed by and construed according to the laws of England and Wales. All disputes which are not resolved through negotiation shall be subject to the exclusive jurisdiction of the English Courts (including all non-contractual claims and disputes).
- 26 LIMITATION OF LIABILITY**
- 26.1 LUX's maximum cumulative liability in connection with any Order shall not exceed the value of the relevant Order (including, without limitation, any claim in respect of the provision of Sale Goods and/or Services). Such limitation shall apply to exclude or limit such liability not only in contract but in tort or otherwise at law and shall apply regardless of negligence (statutory or otherwise). The foregoing limitation shall not apply to any liabilities under Clause 4 (Taxes), Clause 7 (Indemnities), Clause 8 (Consequential Loss) and Clause 15 (Patents and Other Proprietary Rights).
- 26.2 LUX excludes to the extent permitted by law, any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties who are not the Customer in relation to the Order "(including, without limitation, any liability claimed in respect of the provision of Sale Goods and/or Services) and in particular in relation to any reports provided by the Customer pursuant to the provision of Services. The foregoing limitation shall not apply to any liabilities under Clause 4 (Taxes), Clause 7 (Indemnities), Clause 8 (Consequential Loss) and Clause 15 (Patents and Other Proprietary Rights).