

## GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTC") (US)

### 1. CONTRACT DOCUMENTS

- 1.1 In these GTC, the "Buyer" shall mean the Mapletree US Management LLC or its affiliates, or the owner of the Property stated in the Purchase Order, Letter of Acceptance, or other duly executed written acceptance of Supplier's Quotation to which the GTC is referenced and attached and for which the invoice is to be sent. The GTC shall govern the supply of the Goods & Services by your company ("Supplier") to the Buyer for the property(ies) described in the Purchase Order, Letter of Acceptance, or other duly executed written acceptance of Supplier's Quotation (hereinafter referred to as the "Property") and the terms herein are incorporated into the Purchase Order, Letter of Acceptance, or other duly executed written acceptance of Supplier's Quotation to which this GTC is a part. The term "Goods & Services" shall mean all goods, including parts or units thereof, and/or services/works which the Supplier is required to supply and/or perform, as the case may be, under the Contract as set out in the Specifications and/ or scope of work to which the GTC is attached.
- 1.2 A contract by the Buyer with the Supplier is formed and binding when the Purchase Order, Letter of Acceptance, or other duly executed written acceptance of Supplier's Quotation is accepted by (a) written acknowledgement, (b) commencement of performance or (c) receipt of goods, whichever is the earliest.
- 1.3 The contract documents ("Contract") shall comprise of the GTC, and one or more of the following: (a) specifications and/or scope of work in the Request for Proposal (or by whatever name) ("Specifications"), (b) Letter of Acceptance (if any), or (c) Purchase Order (if any), or other duly executed written acceptance of Supplier's Quotation, and/or (d) the Supplier's quotation offer to the Buyer ("Supplier's Quotation"). The Buyer does not intend to enter into a contract other than under the GTC. Any purchase order or Request for Proposal of the Buyer is expressly made conditional on the Supplier's assent to the GTC without deviation. However, if there is a conflict among the provisions of the Contract aforesaid, the following order of precedence shall apply (a) Letter of Acceptance (if any); (b) Purchase Order (if any); (c) Specifications and/or work scope; (d) GTC; (e) Supplier's Quotation.
- 1.4 Except as set forth herein, no extras, additions, deletions or other changes to the Goods & Services shall be allowed unless agreed to in advance in writing and signed by Buyer and Supplier (each, a "Change Order"). Each Change Order shall set forth (i) the change in Contract Sum (hereinafter defined), if any, resulting from the change in Goods & Services, (ii) the precise change in Goods & Services that will be required, and (iii) the effect on the timing of completion of performance or receipt of goods, as applicable.
- 1.5 The Supplier shall deliver the Goods & Services in conformity with all applicable federal, state, county and municipal laws, ordinances, rules and regulations. The Supplier warrants that it has the expertise, experience and professionalism to provide the Goods & Services and shall supply the Goods & Services with all reasonable care, skill and diligence. The Supplier further warrants that it has or shall obtain, at its sole cost and expense, the necessary regulatory and business licenses as well as permits and inspections to undertake the provision of the Goods & Services. The Supplier shall pay all taxes, contributions and premiums required to be paid in connection with the Goods & Services and/or the Supplier's operations.
- 1.6 The Supplier represents and warrants to the Buyer that the Goods & Services will and have been designed, manufactured or will be supplied to perform in compliance with all applicable laws, regulations and codes, as well as fit for the purpose. The Supplier shall maintain a safe and clean working environment and manage all waste streams to the appropriate disposition location.
- 1.7 The Supplier is deemed to have obtained for itself all the necessary information and satisfied itself the risks, obligations and all matters and things necessary which it is to undertake under the Contract upon the submission of its quotation.
- 1.8 For the purpose of the Contract, the Supplier declares that it is engaged in an independent business and that it shall provide the Goods & Services as an independent contractor and not agent, servant, employee or partner of the Buyer. The Supplier has and hereby retains the right to exercise full control and supervision over the Goods & Services and full control over the employment, direction, compensation and discharge of all persons assisting in the Goods & Services. The Supplier hereby agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security withholding, and all other regulations governing such matters. The Supplier hereby agrees to be responsible for its own acts and those of its employees, agents and subcontractors.

### 2. SCOPE OF CONTRACT

- 2.1 The Supplier shall carry out and complete the supply of the Goods & Services in accordance with the Contract. Unless otherwise stated in the Purchase Order, Letter of Acceptance, or duly executed written acceptance of Supplier's Quotation, all Goods & Services shall be new and unused.
- 2.2 The contract period and expiration date (where applicable) shall be specified in the Contract. Otherwise, if not specified, subject to Buyer's termination rights, the term of the Contract shall expire on the latest of: the date of completion of the Goods & Services in the event Supplier is required to perform any services in connection with the Contract; delivery and acceptance of the Goods & Services; one year from the date the Letter of Acceptance (or other duly executed written acceptance of Supplier's Quotation) is transmitted to Supplier.

### 3. DELIVERY

- 3.1 The Supplier shall deliver the Goods & Services at the place(s) and in the manner specified in the Contract. The Supplier shall obtain a receipt or howsoever described from the Buyer in the form of sign-off by the Buyer's authorised representative and Buyer's company stamp. The issue of such receipt shall in no way relieve the Supplier from its responsibilities under the Contract.
- 3.2 Without prejudice to the Supplier's obligation to deliver the Goods & Services on time, in the event the Supplier for any reason anticipates any difficulty in delivering by 5pm on the delivery date as specified in the Contract or such extended date agreed in writing by the Buyer ("Delivery Date"), the Supplier shall immediately notify the Buyer in writing with reasonable details.
- 3.3 Supplier assumes all risk of loss until accepted by Buyer in accordance with Clause 3.1. Title to the Goods & Services shall pass to the Buyer upon delivery in the case of goods and upon installation in the case of services/works. If the Goods & Services, as applicable, are damaged or destroyed prior to title passing to Buyer, Buyer may, at its option either cancel the Purchase Order or require delivery of substitute Goods & Services of equal quantity and quality. Such delivery shall be made as soon as commercially practicable. If the loss of Goods & Services is partial, Buyer shall have the right to require delivery of the Goods & Services not destroyed.

### 4. REMOVAL AND REPLACEMENT

- 4.1 When notified in writing by the Buyer, the Supplier shall forthwith at its own cost, remove and replace the Goods & Services that are found to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Purchase Order or Specifications, failing which the Buyer shall have the right to purchase replacement elsewhere or to make good any damage in any manner it deems necessary and all cost, loss, expense and damage incurred shall be recoverable from the Supplier as debt due and recoverable under Clause 5.2.

### 5. PAYMENT

- 5.1 The Buyer shall pay the Supplier within 30 days upon supply of the Goods & Services in accordance with Clause 3.1 and upon receipt of invoice and other documents in accordance with Clause 5.3, subject to any adjustments or deductions expressly provided for in the Contract and provided that no payment shall be considered as evidence of the quality of any Goods & Services to which such payment is made nor shall it relieve the Supplier from its responsibility under Clause 4. If applicable, with each invoice the Supplier shall submit lien releases in a form acceptable to Buyer duly executed by Supplier and all of its subcontractors and consultants and any certifications as to the Goods and Services as may be required by Buyer. The submission of an invoice shall constitute a certification, made as of the date of the invoice, by Supplier to Buyer that the Goods & Services covered by such invoice has been properly completed and that no construction liens or claims have been asserted against the property or the Goods & Services.
- 5.2 Without limiting the Buyer's rights under the Contract, the amount of any payment or debt owed by the Supplier to the Buyer under the Contract may be deducted by the Buyer from any monies payable by the Buyer to the Supplier pursuant to the Contract.

- 5.3 The Supplier shall submit such invoices and other documents as the Buyer may require for the purposes of making payment.

- 5.4 Except as expressly provided herein, there shall be no adjustment to the Contract Sum following any increase in costs of raw materials, labor, or taxes for the supply of the Goods & Services.

### 6. PRICES

- 6.1 The Contract Sum means the grand total lump sum set out in the Contract ("Contract Sum"), shall be fixed and subject only to adjustments or deductions expressly provided for in the GTC or a Change Order. The Contract Sum is inclusive of all taxes and duties, assessments, labor, materials, tools, equipment, supplies, implements and appliances necessary for the proper execution and completion of the Goods & Services.

### 7. INSPECTION

- 7.1 The Buyer shall have the right to inspect or test the Goods & Services before delivery. Inspection or testing of any Goods & Services shall not relieve the Supplier of any of its obligations under the Contract, nor shall it constitute acceptance or approval of any Goods & Services or constitute or operate as a waiver of any defect, non-conformity or any rights or remedies available under the Contract or at law.

### 8. DELAY IN SUPPLY AND DELIVERY

- 8.1 Subject to Clause 10.1, in the event the Supplier fails to deliver the Goods & Services by the Delivery Date, the Buyer shall have the right to one or more of the following:-
- (a) to terminate the Purchase Order forthwith or refuse to accept any delivery made after the Delivery Date without compensation and obtain the Goods & Services from other sources and any additional cost, loss and expense incurred as a result of the Supplier's default shall be deducted from any money due to the Supplier or shall be recoverable from the Supplier; and/or
- (b) to deduct from any moneys due to the Supplier or require the Supplier to pay, a sum calculated at 1% of the Contract Sum for each day of delay (including Saturdays, Sundays and federal holidays), as liquidated damages.

### 9. SUB-CRATING AND ASSIGNMENT

- 9.1 The Supplier shall not sub-contract or assign this Contract or any part of this Contract without the prior written consent of the Buyer. In the event that the Supplier is permitted to sub-contract, it shall remain fully liable for the proper performance of its entire obligations under the Contract and for the act, default, or omission of any assignee or approved subcontractor, their agents or servants.

### 10. FORCE MAJEURE

- 10.1 Neither party shall be liable for any failure to perform its obligations under this Contract if the failure results from an event which is beyond the reasonable control of either party, provided however, that the affected party shall immediately notify the other party and the affected party shall resume that obligation as soon as the event ceases or abates. For purposes of this Contract, such acts shall include acts of God, civil or military authority, civil disturbance, wars, terrorism, infectious diseases, epidemics or other catastrophes, provided such delay or failure is not the fault of such party. For the avoidance of doubt, the provisions of this Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the said events.
- 10.2 If the event shall continue for a period exceeding 1 month, the Buyer may at any time thereafter give notice to the Supplier to terminate the Contract forthwith. In such event, the Supplier shall have no claim against the Buyer in respect of such force majeure.

### 11. INSURANCE

- 11.1 The Supplier (and its subcontractors) at its sole cost and expense, shall obtain before beginning commencing delivery of the Goods & Services and maintain in force at all times relevant to the Contract, the following policies of insurance issued by an insurer with a minimum A.M. Best rating of "A-," "XII" that is acceptable to Buyer and admitted to business in the state where the Goods & Services are being delivered:
- (a) **Property.** Supplier will insure Supplier's property for its full value including loss of use and hereby releases Buyer and its property manager from any and all liability for such property.
- (b) **General Liability.** Commercial General Liability Coverage will include Personal Injury, Products/ Completed Operations, Independent Contractors, and Contractual Liability (including, without limitation, coverage for Supplier's indemnification obligations under this Contract). The liability limits will not be less than USD\$1,000,000 for each occurrence and USD\$2,000,000 general aggregate and USD\$2,000,000 products/completed operations, for each occurrence and aggregate. The coverage will be provided on an occurrence basis rather than a "claims made" basis.
- (c) **Automobile Liability.** Automobile Liability Coverage will include coverage for all owned, non-owned and hired vehicles. Coverage will be limits of not less than USD\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
- (d) **Workers' Compensation.** Statutory Workers' Compensation and Employers' Liability insurance in amounts of not less than USD\$1,000,000 each accident, USD\$1,000,000 disease policy limit, and USD\$1,000,000 disease each employee.
- (e) **Umbrella Liability.** Umbrella Liability with limits of USD\$5,000,000 per occurrence and aggregate, with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- (f) **Employee Dishonesty.** Employee Dishonesty insurance in an amount not less than USD\$100,000 covering all employees of Supplier employed in, on or about the Property if lost as a result of dishonesty of a Supplier's employee.
- 11.2 Supplier shall, prior to the earlier of commencing delivery of the Goods & Services or entering the Property, and thereafter upon the request of Buyer or Buyer's property manager, furnish Buyer with certificates evidencing such insurance, which certificates shall be in a form reasonably acceptable to Buyer and shall, among other things:
- (a) Evidence and provide that the policies of insurance to which such certificate relates are in full force and effect and shall specify the applicable policy limits and expiration date of the policy;
- (b) Evidence and provide that Buyer (including Mapletree Investments Pte. Ltd, Mapletree US Management LLC and the entity owning the Property) and Buyer's property manager, its employees, representatives, officers, directors, shareholders, members and managers are named as additional insured under the policies referenced in Section 11.1(b), (c) and (e);
- (c) Provide that such insurance policies shall not be changed, modified, terminated or cancelled unless the insurer shall have first provided not less than 30 days' prior written notice to Buyer and Buyer's property manager thereof; and
- (d) Buyer and Buyer's property manager shall be entitled to rely on such certificate and the information and statements contained therein.
- 11.3 The foregoing provisions relating to insurance shall in no way limit or fix the liability of Supplier to Buyer or any other person or entity in respect of any act or omission of Supplier or any breach by Supplier of any obligations or duties owing under this Contract or otherwise imposed by law.
- 11.4 Supplier hereby waives any and all rights of recovery, claim, action or cause of action against Buyer, its respective agents, officers and employees, for any loss or damage that may occur in connection with the provision of the Goods & Services, by reason of fire, the elements, or any other cause insured against or required to be insured against, under the terms of policies of insurance maintained or required to be maintained by Supplier under the terms of this Contract.

### 12. LIENS

- 12.1 Supplier does not have and will not file and will not permit to be filed any mechanics or materialman's liens or judgment of any kind against the Property. Supplier shall provide executed waivers and releases of liens from Supplier and all of its subcontractors and consultants in connection with its invoices pursuant to Clause 5.1 hereof.
- 12.2 If any subcontractor, consultant, supplier or other person directly or indirectly working under Supplier files a construction lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Contract and Supplier has been paid for the Goods & Services, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within fifteen (15) calendar days from the date of the filing thereof, and upon its failure to do so, Buyer shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Supplier chooses, at the sole cost and expense of Supplier

(such costs and expenses to include reasonable legal fees and disbursements). The provisions of this Clause shall survive completion or any termination of the Contract.

### 13. INDEMNIFICATION

- 13.1 Where intellectual property rights remain with the Supplier, the Supplier shall be deemed to have given to the Buyer a non-terminable, transferable, non-exclusive royalty-free licence, to all such rights to do everything necessary in order for the Buyer to use the Goods & Services.
- 13.2 Without prejudice to any other right or remedy available to the Buyer, the Supplier shall indemnify, defend and hold harmless the Buyer, and its shareholders, members, partners, managers, directors, officers, employees, agents and affiliates and their respective successors and assigns against all liabilities, claims, losses, damages, demands, penalties of any nature, costs and expenses (including court costs and attorneys' fees) whatsoever which the Buyer may incur whether directly or as a result of:-
- personal injury or death of any person or in respect of any loss or damage attributable to any defect or otherwise in the Goods and Services; and
  - any third party claim or in connection with any act, default or omission of the Supplier (or its officers, employees, agents or subcontractors) in relation to the supply of the Goods and Services, including but not limited to infringement of any intellectual property rights.
- 13.3. The provisions of this Clause shall survive completion or any termination of the Contract.

### 14. HAZARDOUS MATERIALS

- 14.1 Except for Hazardous Materials contained in de minimis quantities in products used by Supplier in the ordinary course of performing or delivering the Goods & Services, and except for de minimis quantities of gas, propane, fluids, or oil used in Supplier's equipment or machinery ("Permitted Materials"), Supplier shall be prohibited from using or bringing Hazardous Materials onto the Property; provided however, that if the Goods & Services requires use of Hazardous Materials, Supplier shall provide Buyer Material Safety Data Sheets (MSDS) for such materials, and shall at all times comply with all applicable federal, state and local laws and regulations governing the use, storage and disposal of such materials. Supplier shall defend and indemnify Buyer and its employees, representatives, officers, directors, shareholders, members and managers from and against any and all claims, losses, demands and causes of action arising from Supplier's use of Hazardous Materials. The term "Hazardous Materials" includes Permitted Materials and any flammable items, explosives, radioactive materials, hazardous or toxic substances, material, waste or related materials, including any substances defined as or included in the definition of "hazardous substance", "hazardous wastes", "hazardous material" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Supplier shall use its best efforts to limit or eliminate the use of Hazardous Materials whenever possible, instead using chemical-free and/or low toxicity materials in performing the Goods & Services.

### 15. TERMINATION

- 15.1 Notwithstanding Clause 8.1(a), the Buyer shall have the right to terminate the Contract for convenience by giving 30 days' notice in writing and without having to assign any reason for doing so; and the Supplier shall have no claim for any damages or compensation. For the avoidance of doubt, any overpayment in the Contract Sum shall be refunded by the Supplier within 14 days of the Buyer's demand for such refund whilst any underpayment in the Contract Sum shall be paid by the Buyer based on the Goods & Services supplied and/or performed. The Supplier shall accept the Buyer's calculation of the amount to be refunded by Supplier or to be paid by the Buyer as final and conclusive, save for manifest error.
- 15.2 The Buyer may forthwith terminate this Contract by written notice to the Supplier if the Supplier is (i) unable to pay its debts or (ii) faced with a winding up petition or (iii) having a receiver or administrator appointed over its assets, (iv) files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Supplier, or (v) in breach of the Contract and does not remedy the breach to the satisfaction of the Buyer within 5 days of being asked to do so, without prejudice to any other rights or remedies available to the Buyer and for any antecedent breaches by the Supplier.

### 16. AUDIT

- 16.1 Supplier shall retain and maintain accurate records and documents relating to the performance and/or delivery of the Goods & Services until the longer of: (a) three (3) years after completion of the Goods & Services or delivery of Goods & Services, as applicable under the Purchase Order; (b) three (3) years after the termination or expiration of the Contract; (c) the conclusion of any litigation with respect to the Contract, if any; or (d) a longer period if required by applicable laws. Buyer and/or an auditor appointed by Buyer shall have the right, at all reasonable times, and with not less than seven (7) business days prior notice to Supplier, to conduct financial, operational and technical audits of Supplier and its subcontractors to verify compliance with the terms and conditions of the Contract, the accuracy of the charges invoiced by Supplier (and its subcontractors) and Supplier's performance and/or delivery of the Goods & Services. Supplier shall provide access to Supplier's books and records relating to the Goods & Services and such cooperation and assistance as may be reasonably requested by Buyer or any auditor in connection therewith. Supplier shall promptly remedy any deficiencies revealed by any such audit without charge to Buyer and any amounts determined to have been charged by Supplier incorrectly or for non-conforming Goods & Services shall be refunded by Supplier promptly without additional cost to Buyer. The provisions of this Clause shall survive completion or any termination of the Contract.

### 17. CONFIDENTIALITY

- 17.1 The Supplier shall keep confidential all information about this Contract and the Goods & Services and information provided by Buyer to Supplier and shall not disclose such information to others without Buyer's written consent, except solely to the extent necessary for Supplier to deliver the Goods & Services and to comply with a court order. Such information shall not be used for any purpose other than for the performance of this Contract. Supplier shall notify Buyer in writing, to the extent legally permitted, prior to any disclosure except as necessary for the performance of the Contract.
- 17.2 The employees and agents of the Supplier shall, if so required by the Buyer, sign an undertaking to safeguard confidential information whenever required by the Buyer.
- 17.3 The Supplier shall not list or name the Buyer nor shall the Supplier describe in general terms the Goods & Services provided under the Contract in any marketing materials without the prior written consent of the Buyer.
- 17.4 This Clause shall not apply to information that is or becomes publicly available without breach of any confidentiality obligation.
- 17.5 The provisions of this Clause shall survive completion or any termination of the Contract.

### 18. OWNERSHIP OF DOCUMENTATION

- 18.1 The Buyer shall own all the documentation generated for the purpose of the Contract.
- 18.2 The Supplier (including its officers, employees, agents or subcontractors) shall within 14 days upon the expiry or sooner determination of the Contract,
- return all documents and copies received from the Buyer for the purpose of this Contract and all documents and copies produced in the course of supply of the Goods & Services; and/or
  - securely destroy and erase all softcopies of documentation that exist.

### 19. DATA PROTECTION

- 19.1 Buyer may collect, use, transfer, retain, disclose or otherwise process (collectively, "Process") information that can be linked to specific individuals ("Personal Data") to ensure due deliverance of the Goods & Services by the Supplier, its employees and agents under the Contract, as well as to comply with regulatory requirements, or for quality or risk management purposes ("Purposes"). Where the Supplier is required to provide the Buyer with Personal Data in connection with the performance of the Contract, and/or Purposes, the Supplier warrants that it has obtained such individual's consent to do so in accordance with any applicable laws or regulations. Supplier further warrants that it will Process Personal Data provided by Buyer in accordance with the terms

and conditions set forth in this Contract and any applicable laws or regulations.

### 20. GENERAL

- 20.1 Any notice or other communication in connection with the Contract shall be sufficiently served if delivered by hand or registered post to the party's office address stated in the Purchase Order or in Supplier's Quotation or its registered office address.
- 20.2 If any provision(s) of the Contract shall be held illegal, invalid or unenforceable, the legality, validity or enforceability of any other provisions shall not be affected.
- 20.3 Any amendment or variation of this Contract shall be effective only if agreed in writing and signed by the authorized representatives of the parties.
- 20.4 Nothing contained in this Contract shall create a contractual relationship with a cause of action in favour of a third party against either Supplier or Buyer.
- 20.5 No delay or indulgence by either party in enforcing the provisions of this Contract shall operate as a waiver or prejudice the rights of that party nor shall any single or partial exercise of any right or remedy preclude any further exercise of that right or remedy or the exercise of any other right or remedy.
- 20.6 The rights and remedies provided to the parties under this Contract are cumulative and not exclusive of any rights or remedies provided by law.
- 20.7 Supplier hereby waives all rights to proceed against any other assets of Buyer or any partner, member affiliate or subsidiary of Buyer.
- 20.8 No consent or waiver, express or implied, by either party hereto or of any breach or default by the other in performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure contains, shall not constitute a waiver of the rights of such party hereunder.
- 20.9 The Contract shall be construed, interpreted and governed by the laws of state of New York.
- 20.10 Supplier shall not advertise, publish or disclose to third parties (other than to Supplier's professional advisors on a need-to-know basis) in any manner the fact that Supplier has contracted to furnish the Goods & Services or the terms of the Contract or use any trademarks or trade names of Buyer in any press release, advertising, or promotional materials, without obtaining Buyer's prior written consent.

### 21. ANTI-CORRUPTION

- 21.1 The Supplier hereby represents, warrants and undertakes that:
- it has not and shall not, directly or indirectly, offer and/or receive any bribe, gratification or kickback to and/or from any employees (including their nominees or agents) of the Buyer; and
  - it shall immediately inform the Buyer if it is aware of any employee of the Buyer requesting or soliciting, whether directly or indirectly, the Supplier for any bribe, gratification or kickback. To make a report, please write to [reporting@mapletree.com.sg](mailto:reporting@mapletree.com.sg).

### 22. DISPUTE RESOLUTION

- 22.1 In the event of any dispute, disagreement or claim, the parties shall attempt to resolve through negotiation in good faith, failing which the parties shall submit the dispute to the jurisdiction of the New York courts. In the event a legal proceeding is instituted to interpret or enforce the Contract, the prevailing party in such proceeding shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees and costs. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, BOTH PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE GOODS & SERVICES OR THIS CONTRACT.
- 22.2 Other than with respect to a breach or default in Supplier's indemnification obligations under Clause 13 above, neither party hereto shall be liable in contract or in tort for special, incidental, punitive or consequential damages arising out of this Contract or the performance of the obligations hereunder, including loss of future revenue, or income or profits, or any diminution of value relating to the breach or alleged breach of this Contract, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

### 23. ENTIRE CONTRACT

- 23.1 Any information, qualification, deviation, assumption, representation, technical particular etc. which the Supplier furnished to the Buyer which are not specifically referred to in the Contract shall be of no contractual effect whatsoever. There are no understandings or agreements concerning the Contract except as expressly stated herein and therein.