

Seabreeze Air Cargo L.L.C

Terms and conditions

1: Agreement

This Agreement has been entered into, and is effective, by and between SEA BREEZE AIR CARGO L.L.C For Logistics Services, a limited liability company with commercial license number:1031826, with registered address at P.O Box :241866, 18-B Street, Al Quoz Ind, Area-4 Dubai-UAE (SEA BREEZE AIR CARGO L.L.C) and the Customer

Each shall hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties".

2: Definition

The following terms shall have the meanings assigned to them in this agreement.

Carrier

Shall mean SEA BREEZE AIR CARGO L.L.C or a third-party carrier of the Shipment who has been appointed by SEA BREEZE AIR CARGO L.L.C or its agents to carry the Shipment for part of, or the whole of, the route.

Consignment Note

Shall mean the document containing all the particulars of the Goods being delivered by the Carrier and which shall accompany the Shipment from the Pickup Location to the Delivery Destination and may be in the form of a Bill of Lading, Air Waybill (AWB), Waybill or any other form used for the transportation of the Shipment by land, sea, air or rail or any combination therefrom.

Consignee

Shall mean the party identified as the receiver of the Shipment and may be identified as the Consignee or receiver on a Consignment Note.

Consignor

Shall mean the Shipper or Customer and who shall be identified as the Consignor or

sender on a Consignment Note.

Customer

Shall mean the Party who has engaged Carrier to deliver the Goods from the Pickup Location to the Delivery Destination and who shall be the Party that is liable to pay the fees and charges under this Agreement.

Dangerous Goods

Shall mean any article or substance that possess a significant risk to safety, health or property when transported by the requested mode and those which are classified according to manuals or instructions issued by any Government Authority, or as otherwise set out by SEA BREEZE AIR CARGO L.L.C in a prohibited items list from time to time.

Estimate Fee

Shall mean the fee provided by Carrier to Customer from time concerning a particular Shipment excluding VAT and other costs including, but not limited to, customs fees, delivery order fees, storage, third party costs, unforeseen costs, Network costs, charges relating to the special handling of the Shipment, other official receipts, and other government charges.

Final Fee

Shall mean the Estimate fee plus all additional costs incurred, or to be incurred, by the Carrier which may include, but not limited to, third party fees, rejection fees, inspection fees, customs fees, Network failure costs, Network routing fees, and Network rerouting fees.

Delivery/FINAL Destination

Shall mean the agreed location for delivering the Shipment, or where the Consignee shall

take possession of the Shipment, as set out in a Consignment Note or as otherwise agreed subject to this agreement.

Freight Forwarder

Shall mean SEA BREEZE AIR CARGO L.L.C.

Freight

includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

Goods

Shall mean items that are identified in a Consignment Note which may be provided in a packing list.

Government Authority

Shall mean all governmental entity with statutory or regulatory authority or non-governmental entities including, but not limited to, the International Civil Aviation Organization (ICAO), the international Air Transport Association (IATA), the International Federation of Freight Forwarders Associations (FIATA), the International Maritime Organization (IMO) and the United Nations (UN) which may have any authority or control over the Shipment or the Network and Shipment route.

Network

Shall mean, and is not limited to, all third-party participants, agents, third party's carriers, routes, storage facilities, carrier services, third party Services directly or indirectly related to the delivery of the Shipment from the Pickup Location to the Delivery Destination.

Pickup Location

Shall mean the agreed location in accordance with consignment note where Carrier shall take receipt of the Shipment, and which shall be identified in a Consignment Note or as otherwise agreed subject this Agreement.

Proof of Delivery (POD)

Shall mean a delivery confirmation document or system which Carrier may use from time to time to verify delivery of a Shipment.

Restricted Goods

Shall mean commodities that are classified as restricted by governmental, regulatory, or other classifying bodies and may also listed in the prohibited items list on the Carrier website from time to time.

Shipment

Shall mean all Goods (one or more pieces) that are moving on a single Consignment note and which may be carried by the means identified in a Consignment Note, including air, road, sea, rail, or a combination of methods and which may be carried by third party carriers.

“Terms and Conditions”

Shall means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.

Volumetric Weight

shall be calculated as follows: For Air Freight: Length x Width x Height in centimeters divided by 6000. For Sea Freight: Length x Width x Height in centimeters divided by 1,000,000. For Land freight: Length x Width x Height in centimeters divided by 3000.

Waybill (also Air Waybill)

Shall mean a non-negotiable document, which is a form of Consignment Note, which accompanies the shipment from origin to destination and shall also be used as proof of acceptance of the Shipment by Carrier under this Agreement. A Waybill may be prepared by a third-party carrier as evidence of a contract of carriage concerning the Shipment. For example, an AWB will be created by an airline carrier.

3. Acceptance

- 3.1 Customer may accept a quotation from Carrier either by sending an email confirming acceptance, with a signed scanned copy of the quotation attached or through an online signature service used by Carrier.
- 3.2 Carrier accepts Shipments subject to space and service availability and may be subject to additional conditions which may arise at any stage and charges based on weight, volume, dimensions and third-party requirements and charges.

4. Consignment Note Information and other Documentation

- 4.1 The Consignment Note shall be created by Carrier or third-party carrier.
- 4.2 Customer shall review the Consignment Note to ensure completeness and accuracy of information contained therein.
- 4.3 Customer acknowledges that the accuracy and completeness of the Consignment note is critical to enable the Carrier to perform its obligations under this Agreement.
- 4.4 Carrier shall not be liable for any loss, delay or damage caused by inaccurate or incomplete information in a Consignment Note.
- 4.5 Customer shall provide any documentation that may be requested by the carrier and any other information that may be required by any government authority, customs agency or any other third party in the Carrier network that will facilitate the movement of the Shipment,

including invoices, packing lists or any other statutory document.

- 4.6 Customer shall ensure all statutory documentation is complete, accurate and compliant with statutory requirements across the entire transportation network for that Shipment.
- 4.7 Customer acknowledges that, where an Air Waybill, or third-party consignment note, is required:
- The Air Waybill, or third-party Consignment Note, cannot be produced until after Carrier takes receipt of the Shipment.
 - The Air Waybill, or third-party Consignment Note, shall be subject to the Consignment Note (concerning the entire transportation route) and may not include all information concerning the entire transportation pathway of the Shipment.
 - Where there are discrepancies between the consignment note and the Air Waybill, or third-party Consignment Note, the terms of the Consignment Note (concerning the entire transportation route) shall prevail; and
 - Customer indemnifies Carrier against any losses, delay, claims, liability or damages cause to the Shipment.
- 4.8 Customer to be aware of all legal requirements which apply to the Shipment during both domestic and international segments of the transportation pathway as relevant.
- 4.9 Carrier shall not be liable for any costs, delays, losses, expenses, claims or damage to a Shipment resulting from inaccurate, missing, incomplete or non-compliant documentation or information

concerning a Shipment, including where Carrier has prepared or amended such documentation.

5. Packaging

- 5.1 Customer shall ensure that each Shipment is packaged in a manner with proper care and diligence as per the international standards along withstand the normal transport handling and stowed for the type of transport intended, and not cause damage to other goods.
- 5.2 Carrier shall not be liable whatsoever for any loss or damage resulting from the absence of, or defects in, packing material or other packaging.

6. Shipping Declaration

- 6.1 Any item that is not declared in the Consignment Note (which may be attached in a packing list) must not be shipped on Carrier network.
- 6.2 Customer shall comply that all Shipments that are required to be declared with customs, port or any government entity or authorities or network operator that relates to the delivery pathway for a Shipment is made in a timely manner and without causing delay to the Carrier.
- 6.3 Customer shall be solely liable to pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by Carrier resulting from a false, inaccurate, or incomplete declaration provided by Customer.
- 6.4 Shipments that do not match the declaration or are found to contain undeclared Goods, dangerous Goods

or restricted items shall constitute a material breach of this Agreement and shall indemnify the Carrier in respect thereof.

- 6.5 Customer shall, at its own expense, cooperate in any investigation that may arise out of false or incorrect declaration.

7. Shipment Inspection and Security

- 7.1 Customer shall certify that all Shipments are capable of being transported on the Carrier network and that such Shipments shall comply with all security, operational and regulatory requirements at the time of Shipment.
- 7.2 Customer shall ensure, and warrants, that Contraband, Counterfeit, Dangerous Goods or Prohibited Goods shall not be given to Carrier for carriage.
- 7.3 If instructed to do so by Government Authority, Customer hereby acknowledges and agrees that Carrier shall have all rights to open and inspect shipments upon receipt or during transportation and Customer shall indemnifies Carrier against any delays, losses, claims or damage caused to the Shipment during such and inspection.
- 7.4 Customer shall comply with, and shall ensure that the Shipment complies with, all applicable security laws, regulations, and procedures whether those laws, regulations and procedures apply within Customer's location, a transit location, or the destination location.
- 7.5 Carrier reserves the right to amend inspection and security requirements without notice. All such amendments shall immediately apply, at Carrier's

sole discretion, to any Shipment within Carrier's control at the time of amendment

7.6 The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the customer (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Customer shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

7.7 Customer shall indemnify Carrier against all loss, delay, damage caused to the Shipment arising under this Clause 7, whether Carrier has

conducted an inspection of the Shipment.

8. Insurance

8.1 Customer shall be solely responsible for acquiring adequate insurance concerning the Shipment.

8.2 Customer warrants that all Shipments shall be given to Carrier with full and adequate insurance coverage protecting against delay, loss, claim and damage to the Shipment.

8.3 Carrier may refuse to take receipt of a Shipment, or may return any Shipment where Carrier, in its sole discretion, is not satisfied that the insurance policies covering the Shipment are adequate. Customer indemnifies Carrier against all delay, loss, or damage to a Shipment where Carrier takes possession, or continues transportation, of a Shipment that does not have adequate insurance coverage.

9. Claims and Liability

9.1 Customer warrants, and Carrier accepts, that all claims under this Agreement shall be recovered against any insurance policies procured by Customer concerning the Shipment and Customer indemnifies Carrier against all claims arising for any reason.

9.2 During International air carriage, claim settlement shall be conducted as per the Convention for the Unification of Certain Rules relating to the International Carriage by Air ("Warsaw Convention" including, wherever applicable, the Vienna and Montreal Protocols, or the Montreal Convention as applicable).

9.3 Carrier shall not be liable for, and Customer holds Carrier indemnified against, any foreseen or unforeseen consequential losses of whatever kind.

10. Abandoned Shipments.

Were Customer,

- fails to take possession of the Shipment at the agreed Delivery Destination and Customer has not provided Carrier with redirection or return instructions.
- does not pay the additional fees and charges associated with the circumstances set out in this terms and conditions
- Does not provide adequate instructions concerning the circumstances set out this terms and conditions .
- does not pay any the Additional Charges as required under this Agreement.
- does not respond to communications from Carrier, or
- does not take possession of the Shipment and pay the associated fees and charges within six (6) months of the scheduled delivery date (or some other duration as solely determined by Carrier and communicated to Customer), where Carrier has stored the Shipment at a Carrier or third-party facility, then the Shipment shall be treated by Carrier, in its sole discretion, as an abandoned Shipment (Abandoned Shipment).

10.1 Carrier may dispose of an Abandoned Shipment in any manner Carrier deems necessary at its sole discretion.

10.2 Customer shall pay all costs incurred by Carrier to safely dispose of the abandoned Shipment which shall include, but are not limited to, storage, logistics, product handling, government costs and other related fees.

10.3 Where Carrier sells the Shipment, Carrier shall be entitled to charge a profit at its discretion. Where the sale price exceeds all of Carrier's costs and profits applied, any amount remaining may be returned to Customer, set-off against outstanding invoices or paid in any other manner as required by law.

10.4 Where Carrier sells the Shipment, and the sale price does not exceed all of Carrier's costs including any profit that Carrier may charge, Customer shall be liable to pay the difference to Carrier.

10.5 Where Carrier nominates, at its sole discretion, to sell the Shipment to a third party, Carrier is not required to negotiate a price that is equivalent to the maximum price, any independent valuation provided with the Shipment, or the market value of the Shipment.

10.6 Carrier may, at its sole discretion, take ownership of the Shipment and Customer agrees that ownership passes to Carrier once Carrier provides.

10.7 Customer shall notify Carrier of any special disposal instructions. Customer indemnifies Carrier in all circumstances concerning the disposal of the Shipment including where Carrier does not dispose of the Shipment properly for whatever reason including if Carrier does not

follow Customer's special disposal instructions.

- 10.8 Carrier, in its sole discretion and without notice, may amend the provisions of this Clause 10 from time to time and on a case-by-case basis.

11. Shipment Redirection Procedure.

11.1 Carrier may, at its sole discretion, return or redirect a Shipment for reasons including, but not limited to:

- Customer has requested that the Shipment be returned or redirected.
- A Network participant or government entity has rejected the shipment or has denied further delivery of the shipment.
- The Consignee refuses to pay charges applied to the Shipment including but not limited to, duties, taxes, freight on delivery, cash on delivery, labor charges, and additional handling Charges:
- The Consignee refuses to accept the Shipment; Or,
- The Consignee refuses, or is unable, to provide documentation required by the destination custom authorities, to facilitate the clearance of the Shipment.

11.2 Where a Shipment is returned or redirected, Customer shall incur additional redirection charges.

11.3 Carrier, in its sole discretion and without notice, may amend the provisions of this Clause 11 from time to time and on a case-by-case basis.

12. Shipment Weight and Dimensions

12.1 Customer shall include the weight and dimensions on the

Consignment Note which may be included in a packing list.

12.2 Wherever Customer fails to provide the dimensions, Carrier may, at its discretion, estimate the weight and dimensions and amend the Consignment Note.

12.3 Customer indemnifies Carrier against costs relating to additional costs, losses, delays, disruption, or rejection of the Shipment due to errors in the estimates made by Carrier.

12.4 Carrier, in its sole discretion and without notice, may amend the provisions of this Clause 12 from time to time and on a on a case-by-case basis.

13. Rates and Estimates

13.1 Carrier shall apply rates based on the higher of the actual weight or the Volumetric Weight.

13.2 Rates that are identified in this Agreement, or under this Agreement, are exclusive of value added tax (VAT).

13.3 Unless otherwise stated, rates relate to services provided during normal operating hours in UAE. Additional charges shall apply where services are provided on public holidays and weekends and any other day where the banks in UAE are closed.

13.4 The rates are applicable only for freight charges. Additional charges apply for additional activities including, but not limited to, labor, demurrage, storage, and handling.

13.5 Carrier shall confirm all rates in a Consignment Note. Carrier reserves the right to increase rates for any reason including, but not limited to,

where rates are changed due to changes in laws and regulations.

- 13.6 Fuel Surcharge may be applied on to a Shipment at a rate as set out in a quotation.
- 13.7 Additional charges may be applied before, during or after Carrier commences delivery of the Shipment.

14. Payment of Invoices

- 14.1 Carrier shall, at any time during, or after, the delivery of the Shipment, provide an invoice setting out the Final Fee.
- 14.2 Invoices shall be issued electronically to the nominated email address after the completion of each Shipment delivery or monthly, or some other frequency as determined by Carrier.
- 14.3 Customer shall pay all invoices in full as agreed.
- 14.4 Customer shall be liable to pay all duties and taxes directly to the relevant agency.
- 14.5 Where Carrier is required to adjust the fees, Carrier may adjust the fees in the Consignment Note prior to issuing an invoice or by issuing a debit or credit note as the case may be.
- 14.6 Customer shall not make any deductions from the invoiced amount. where Carrier has issued a credit note to Customer, Carrier shall set off the amount in the credit note from each invoice until the credit note amount has been fully drawn down.
- 14.7 Customer shall be liable to pay all outstanding amounts whether those outstanding amounts are reflected in subsequent invoices and if the customer fails to pay the outstanding

amount when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier.

- 14.8 No provision in this agreement shall be interpreted to imply that Carrier is liable to taxes, duties or additional charges concerning a Shipment.
- 14.9 Carrier may reissue an invoice to correct a discrepancy in a previous invoice or invoices.

15. Additional Charges

- 15.1 Customer shall be liable for Network costs which shall be reflected in the Final Fee for each Shipment including such charges that may be included in an estimate or quotation but not utilized by Carrier during the transportation of the Shipment.
- 15.2 Customer shall be liable to pay all additional charges whether such charges were communicated to Customer at the time Carrier took possession of the Shipment.

16. Transit Time.

- 16.1 Any transit times provided by Carrier are indicative only. Customer shall not hold Carrier liable for any delays based on any transit time given by Carrier.

17. Dangerous, Prohibited and Restricted Goods

- 17.1 Unless Customer has acquired prior express consent from Carrier, Customer shall not send any dangerous goods, noxious,

prohibited, damaging (including radioactive material) and restricted goods with carrier or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage.

- Any other Good that is identified by any Government authority in the UNITED ARAB EMIRATES as a dangerous, prohibited, restricted, or controlled Good;
- Any other Good that is identified by any Government authority in any jurisdiction within the carriers' network as a dangerous prohibited, restricted, or controlled Goods Including Pick up location, transit location and destination locations.
- Any other Good that is identified by any industry and non-Government agency as dangerous, prohibited, restricted, or controlled Good; or
- Any other Good that Carrier identifies, from time to time and without notice, as a dangerous, prohibited, restricted, or controlled Good.

17.2 The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Customer on the Goods and any document relating thereto for all sums due by the customer to the Carrier under any other contract whether or not related to this

Carriage. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the customer. The Carrier's lien shall survive delivery of the Goods.

17.3 Carrier, in its sole discretion, may transport restricted or controlled Goods where Carrier agrees to transport restricted or controlled Goods, Customer shall secure, and provide to Carrier, all necessary certificates and approvals for the transportation, exportation and importation of the restricted or controlled Goods across the entire transportation route, no less than 48 hours prior to Carrier taking possession of any Shipments containing such Goods.

17.4 Carrier reserves the right to deny, return or refuse to carry any Shipment or part of a Shipment that it may deem to include Dangerous or Prohibited Goods.

17.5 Customer shall pay all costs incurred by Carrier to handle, return, reroute, or store Shipments that include dangerous, prohibited, or restricted Goods.

18. Termination

18.1 Carrier may terminate this Agreement immediately at any time if Customer does not comply with any conditions under this Agreement or Carrier is unable to

fulfill its obligation under this Agreement due to Customer's actions or inactions.

- 18.2 Customer shall be responsible for managing the transportation of all Shipments in Carrier's possession at the time of termination.

19. Governing Law and Dispute Resolution

19.1 This Agreement, and all negotiations and any legal agreements or obligations prepared in connection with this Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of the UNITED ARAB EMIRATES.

19.2 All disputes or differences which arise between all parties out of or in connection with this Agreement shall, unless settled by amicable arrangement, mediation, or conciliation, be finally settled by arbitration under the Dubai International Arbitration Centre – DIAC arbitration rules. The dispute shall be resolved by the appointment of sole arbitrator, appointed in accordance with said Rules. The place and seat of arbitration shall be Dubai except DIFC, United Arab Emirates and the language of the arbitral proceedings shall be the English language.

19.3 Each Party shall bear its own costs in any legal proceeding under this Agreement.

20. Confidentiality

20.1 Confidential information means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives (as defined below) to the other Party and that Party's Representatives whether before or after the date of this Agreement in connection with any related arrangements contemplated herein, including but not limited to:

- The existence and terms of this Agreement.
- Any information that would be regarded as confidential by a reasonable businessperson relating to
- The business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
- The operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.
- Any information developed by the parties while carrying out this Agreement; and **Representatives** means, in relation to a party, its employees, officers, representatives and advisers.

20.2 The provisions of this clause shall not apply to any Confidential Information that:

- is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

- was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
 - was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
 - the parties agree in writing is not confidential or may be disclosed; or
 - is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 20.3 Each party shall keep the other party's Confidential Information confidential and shall not use such Confidential Information except for the purpose of evaluating, structuring, and implementing the related Arrangements (Permitted Purpose); or
- 20.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- 20.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 20, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 20.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this Agreement.
- 20.7 On termination of this Agreement, each party shall:
- destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating, or based.
 - on the other party's Confidential Information, erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain

documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party.

- 20.8 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

21. Force Majeure

- 21.1 Neither Party will have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that Party.
- 21.2 The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this agreement by written notice to the other Party.

22. Amendments

- 22.1 The Parties agree that any amendment or addition to this Agreement shall be made by written agreement, signed by both Parties.

23. Miscellaneous

- 23.1 Each party hereby confirms its agreement to be legally bound by the terms contained in this Agreement.
- 23.2 This Agreement constitutes the entire understanding and agreement between the Parties.
- 23.3 This agreement shall be executed in the English language.
- 23.4 Neither this Agreement nor any of the rights, obligations or responsibilities of the respective Parties shall be assignable or transferable by either Party without the prior written consent of the other Party.
- 23.5 This agreement may be signed in any number of counterparts, any of which constitutes an original.
- 23.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision will, to the extent required, be severed from this Agreement, and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This severance will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.