

THE POWER GENERATION COMPANY OF TRINIDAD AND TOBAGO LIMITED

GENERAL CONDITIONS

1 DEFINITION OF TERMS

In construing this Contract, the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such construction:

"Confidential Information" means all data, specifications, processes procedures and all other business and similar information relating to the provision of the Services including all material relating to the provision of the Services;

"The Contract" shall mean this Contract made between The Purchaser and Contractor for the execution of The Services consisting of the contract and Attachments thereto.

The **"Contract Price"** shall mean the fees set out in Accompanying Document 'X' hereto.

The **"Contractor"** shall mean _____.

"Documents" means all records, reports, documents, papers and other materials whatsoever originated by or upon behalf of the Contractor pursuant to this Contract;

"Month" shall mean calendar month.

The **"Purchaser"** shall mean The Power Generation Company of Trinidad and Tobago Limited and shall include The Purchaser's successors and assigns.

The **"Services"** shall mean the services more particularly set out in Accompanying Document 'X'.

"Subcontractor" shall mean any person (other than The Contractor) named in The Contract for any part of The Services the Services or any person to whom any part of The Contract has been sublet with the consent in writing of the Purchaser, successors and assigns of such person.

"Writing" shall include any manuscript, type-written or printed statement, under seal or hand.

- 1.1 The headings in this Contract are inserted only for convenience and shall not affect its construction.
- 1.2 Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.
- 1.3 Words importing persons shall also include firms and corporations.
- 1.4 Words importing the singular only shall also include the plural and vice versa.
- 1.5 Marginal Notes or Headings in this Accompanying Document 'X' shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof of The Contract.

2 DURATION

- 2.1 This Contract shall commence on the date hereof and shall remain in effect for the duration of the Contract Schedule unless terminated earlier in accordance with the terms hereof.

3 CONTRACTOR TO INFORM HIMSELF FULLY

The Contractor shall be deemed to have examined the General Conditions and Schedules hereto and to have obtained on his own responsibility and at his own expense, any additional information which he considers necessary for the performance of The Services. Further, it shall be The Contractor's responsibility to inform himself of all statutory requirements and laws of Trinidad and Tobago.

4 THE SERVICES

- 4.1 The Contractor shall provide the Services in accordance with the Specification hereto attached.
- 4.2 The Contractor shall keep detailed records of all acts and things done by it in relation to the provision of the Services and at the Purchaser's request shall make them available for inspection and/or provide copies to the Purchaser.
- 4.3 The Contractor shall at all times during the period of this Contract faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time necessary in connection with the provision of the Services. If any of the Contractor's personnel shall be prevented by illness or injury from performing the Services the Contractor or the person himself shall report that fact forthwith to the Purchaser and shall keep the Purchaser informed of the reason for his continued absence and of its expected duration. The Contractor shall provide replacement personnel of equivalent or better qualifications and experience and shall notify the Purchaser.

5 PERFORMANCE OF SERVICES

- 5.1 The Contractor shall exercise reasonable skill, care and diligence in the performance of The Services and all its obligations under this Contract.
- 5.2 The Services shall be performed in accordance with the schedule, if the Contractor delays the performance of the Services, the Contractor shall remedy any such delay in performance within the agreed timeframe.
- 5.3 Notwithstanding the foregoing, the Contractor shall also be liable for all costs related to remedying any failure in the performance of the Services.

6 TERMS OF PAYMENT

- 6.1 The Purchaser shall pay to the Contractor the Contract Price, based on invoices issued by the Contractor, adjusted to give effect to such additions thereto and such deductions therefrom as are provided for in these conditions, in such manner and at such times as agreed between the Purchaser and the Contractor.
- 6.2 For payment, if there is a disputed and undisputed portion, then the undisputed portion will be paid without prejudice to the portion disputed.

7 AUDIT OF CONTRACTOR'S RECORDS

- 7.1 The Purchaser shall have the right at any time during the period of this Contract and for a period of three (3) years after the termination hereof for whatever reason to audit the books and records of the Contractor whether electronic or otherwise relating to the provision of the Services hereunder at cost to the Purchaser. The Contractor shall keep proper records relating to all aspects of the Services and hereby expressly consents to the audit of such records by the Purchaser during normal working hours. The Purchaser shall be afforded free access to such records, upon advance notice to the Contractor, during the conduct of such audit.

8 CONFIDENTIAL INFORMATION

- 8.1 The Contractor agrees to keep and to ensure that its personnel shall keep the Confidential Information and all other matters arising or coming to its or their attention in connection with the provision of the Services secret and confidential and not at any time for any reason whatsoever to disclose them or permit them to be disclosed to any third party except as permitted hereunder to enable the Contractor to carry out its duties and obligations. The Contractor shall procure that its personnel and all others of its employees having access to any of the Confidential Information or such matters shall be subject to the same obligations as the Contractor and shall enter into a suitable secrecy agreement in a form approved by the Purchaser or, insofar as this is not reasonably practicable, the Contractor shall take all reasonable steps to ensure that its employees are made aware of and perform such obligations.

- 8.2 The Contractor agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the Purchaser's technical processes, business affairs or finances or any such information relating to any Affiliate, suppliers, or customers of the Purchaser where knowledge or details of the information was received during the period of this Agreement.
- 8.3 The obligations of confidence referred to in this clause 8 shall not apply to any Confidential Information or other information which:
- (i) is in the possession of and is at the free disposal of the Contractor or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the Contractor;
 - (ii) is or becomes publicly available on a non-confidential basis through no fault of the Contractor;
 - (iii) is received in good faith by the Contractor from a third party who, on reasonable enquiry by the Contractor claims to have no obligations of confidence to the Purchaser in respect of it and who imposes no obligations of confidence upon the Contractor.

9 ASSIGNMENT AND SUB-LETTING OF THE CONTRACT

- 9.1 The Contractor shall not, without the prior consent in writing of The Purchaser, such consent not to be unreasonably withheld, assign, subcontract or transfer The Contract or the benefits or obligations thereof or any part thereof to any other person, provided that this shall not affect any right of The Contractor to assign, either absolutely or by way of charge, any monies due or to become due to him or which may become payable to him under The Contract.
- 9.2 The Contractor shall not, without the prior consent in writing of the Purchaser, such consent not to be unreasonably withheld, sub-contract or any part thereof, or make any subcontract with any person or persons for the supply of The Services.
- 9.3 Any such consent given under this Clause 9 hereof shall not relieve The Contractor from any of his obligations under The Contract.

10 TAXES

- 10.1 The Purchaser shall not be responsible for or pay for any income tax or other taxation payable to properly constituted Authorities in Trinidad and Tobago to which The Contractor, Contractor's representatives or workmen may become legally liable whilst employed in Trinidad and Tobago for the purposes of The Contract.

- 10.2 The Contractor shall comply with all statutory requirements, Rules and Regulations in force in Trinidad and Tobago.

11 INJURY TO PERSON AND PROPERTY

- 11.1 The Contractor shall be liable for, and shall fully indemnify The Purchaser against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:

- (a) personal injury to or the death of any person whomsoever
- (b) any injury or damage whatsoever to any property real or personal
- (c) infringement of any intellectual property right

howsoever or whatsoever arising out of or in connection with the Services hereunder, unless such expense, liability, loss, claim or proceedings are due to the negligence of the Purchaser, its servants or agents.

- 11.2 The Contractor shall be liable for the acts and omissions of its Subcontractors howsoever or whatsoever arising and shall fully indemnify The Purchaser against, any expense, liability, loss, claim or proceedings arising therefrom.
- 11.3 Neither party shall be liable to the other for any indirect, incidental or consequential loss including without limitation loss of revenue, loss of profit, loss of business or loss of reputation.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 In the event of any action threatened or brought against The Purchaser arising out of any alleged infringement of intellectual property rights by The Contractor in the performance of the Services hereunder, The Contractor shall be promptly notified thereof and shall at his own expense conduct all negotiations for the settlement of the same, and any litigation that may arise therefrom. The Purchaser shall not, unless and until The Contractor has failed to take over the conduct of the negotiations or litigation, make any admission which might be prejudicial thereto. The conduct by The Contractor of such negotiations or litigation shall be conditional upon the first given to The Purchaser such reasonable security as shall from time to time be required by The Purchaser to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which The Purchaser may become liable in respect of such infringement as aforesaid. The Purchaser shall, at the request of The Contractor, afford all available assistance for the purpose of contesting any such claim or action, and shall be repaid any expenses incurred in so doing.

13 INSURANCE

13.1 Without limiting his obligations and responsibilities under The Contract, The Contractor shall provide continuous insurance as may be reasonably required by the Purchaser. Such insurance shall be effected with an insurer who shall be Standard and Poor's A rating or A.M. Best A rating or higher. Such insurance shall include the following:

13.2 Workmen's Compensation Insurance

Before commencing the execution of The Services, The Contractor shall (but without limiting his obligations and responsibility under this Contract) provide and maintain:

- (i) continuous insurance (which cannot be canceled or amended without the prior written notification to The Purchaser and in any event shall not be canceled until replacement policies covering the risks required to be covered under this contract have been issued) for his liability under the Workman's Compensation Act Chapter 88:05 and at Common Law, and shall insure The Purchaser's liability under Section 14 of the said Act and shall provide the Purchaser or the Purchaser's representative with certified copies of such policy or policies of Insurance and of the receipt for payment of the current premium and shall also when required, produce to The Purchaser such policy or policies of Insurance and the receipts for the payment of current premiums.
- (ii) Such insurance shall be effected with an insurer nominated by and in the terms approved by The Purchaser.
- (iii) Provided always that in respect of any persons employed by any Subcontractor The Contractor's obligations to insure as aforesaid under the Sub-clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that The Purchaser is protected to the extent required in paragraph (i) of this Clause but The Contractor shall require such subcontractor to effect such insurance with an insurer approved by and in the terms approved by The Purchaser and The Contractor shall provide The Purchaser with a certified copy of such policy or policies of insurance and of the receipt of payment for the current period.

13.3 Professional Liability

Professional liability insurance with limits of US\$1,000,000 per occurrence and in the aggregate covering Contractor's professional errors and omissions while performing services on site and such insurance should be provided as an endorsement of Contractor's liability insurance.

The Contractor shall provide The Purchaser with a certified copy of such policy or policies of insurance and of the receipt of payment for the current period. Such policy or policies of insurance shall not be cancelled during the duration of the contract.

13.4 Public Liability Insurance

- (i) Without limiting his obligations and responsibilities under The Contract, The Contractor shall provide continuous insurance in the joint names of The Contractor and Purchaser against liability for damages, loss or injury which may occur to property (including that of the Purchaser) or to persons (including The Contractor's liability to any employees of the Purchaser) by or arising out of the execution of The Services or Temporary Works in the carrying out The Contract and shall provide an indemnity of at least [US \$1,500,000] for any one accident without limit to the number of accidents throughout the period of The Contract and shall extend to and indemnify all Subcontractors and include an appropriate "Cross Liabilities" clause. This insurance shall be primary to any insurances held by the Purchaser.
- (ii) Such insurance shall be effected with an insurer nominated by and in the terms approved by the Purchaser through the insurance brokers of the Purchaser.
- (iii) The Contractor shall provide the Purchaser with a certified copy of such insurance policy or policies of and of the receipt for payment of the current premium and shall also, when required, produce to the Purchaser such policy or policies of insurance and receipts for payments of the current premiums. Such policy or policies insurance shall not be cancelled during the duration of the contract.

14 CONTRACTOR'S REPRESENTATIVE

- 14.1 The Contractor shall be responsible for obtaining any required work permits for any employees who are non-nationals of Trinidad and Tobago and who are required to provide the Services in Trinidad on this Contract. The Contractor shall be responsible for ensuring that his employees do not contravene the Immigration Laws or any other Laws, Rules or Regulations of Trinidad and Tobago.
- 14.2 The Contractor shall employ one or more competent representatives, whose name or names shall have previously been communicated in writing to the Purchaser by The Contractor, to superintend the carrying out of The Services on Site. The said representative, or if more than one shall be employed, then one of such representatives shall be present on the Site during working hours, and any orders or instruction which the Purchaser may give to the said representative of The Contractor shall be deemed to have been given to The Contractor.

- 14.3 The Purchaser shall be at liberty by notice in writing to The Contractor to object to any representative or person employed by The Contractor, in the execution of or otherwise about The Services who shall, in the sole opinion of the Purchaser, misconduct himself or be incompetent or negligent, and The Contractor shall remove such person from The Site and not use the services of any such person in any way in connection with either The Services or The Contract.

15 ARBITRATION

- 15.1 In case any question, dispute or difference shall at any time arise between The Purchaser and The Contractor as to the meaning or effect of these presents or any Clause or matter herein contained or as to the rights, duties, or liabilities of the parties hereunder or otherwise howsoever in relation to these presents, the same shall be referred to the determination of a single arbitrator in case the parties can agree upon one or otherwise to two arbitrators, one to be appointed by each Party, or to an umpire to be appointed by such arbitrators before entering in the reference and such arbitration shall be in accordance with the provisions of the Arbitration Act Chapter 5:01 or any statutory modification or re-enactment thereof for the time being in force.
- 15.2 Performance of The Contract shall continue during arbitration proceedings unless the Purchaser shall order the suspension thereof or of any part thereof, and if any such suspension shall be ordered, the reasonable expense of The Contractor occasioned by such suspension shall be added to The Contract Price. No payments due or payable by The Purchaser, other than payments associated with the particular area of the Contract under dispute, shall be withheld on account of a pending reference to arbitration. Such payments as are withheld due to arbitration shall be settled immediately upon resolving of the dispute, in keeping with the results of the arbitration.

16 GOVERNING LAW

- 16.1 The Contract shall be deemed for all purposes to have been executed in Trinidad and in all respect shall be subject to and construed in accordance with the laws of Trinidad and Tobago.
- 16.2 Any proceedings arising out of or in connection with this Contract shall be brought in any Court of competent jurisdiction in the Republic of Trinidad and Tobago.
- 16.3 Service of any document in any proceedings arising out of or in connection with this Contract shall be deemed to have been effected when the said document is served on the authorized representative of The Contractor at the address stated in this Contract.

17 TERMINATION

- 17.1 Following any termination of this Contract by the Purchaser due to the breach of this Contract by the Contractor, the Contractor shall indemnify the Purchaser against all reasonable loss, damage, costs including management and similar costs, expenses including professional fees and expenses incurred by the Purchaser as a result of the Contractor's breach. This indemnity shall survive the termination of this Contract.
- 17.2 The Purchaser may terminate this Contract forthwith by notice in writing to the Contractor if it:
- (a) commits a breach of this Agreement;
 - (b) is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the Contractor resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.
- 17.3 Upon the termination of this Agreement:
- (a) for whatever reason, the Contractor shall deliver up to the Purchaser all of the Confidential Information and copies thereof in the possession, power, custody or control of either of them at that time and shall do all such acts and things and shall execute all such deeds and documents as the Purchaser's legal advisers may require to transfer and assign to the Purchaser the property and intellectual property in such Confidential Information and the Contractor shall not thereafter utilise or exploit Confidential Information in any way whatsoever;
 - (b) for whatever reason, the Purchaser shall have the right to utilise and exploit the Confidential Information, in any way whatsoever without restriction and in particular but without prejudice to the generality of the foregoing without further payment to the Contractor;
- 17.4 Termination of this Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Contract as at the date of termination and, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Contract shall remain in force and effect.

- 17.5 After notice of termination is given, the Contractor will use all commercially reasonable means to mitigate further costs to the Purchaser for the Services. From the effective date of termination, each Party shall cease accruing charges to or on behalf of the other Party in connection with the Services terminated. Except for compensation owed to the Contractor for Services performed prior to the effective date of termination, all advances and fees, if any, paid by the Purchaser to the Contractor under this Agreement shall immediately be returned to the Purchaser.
- 17.6 Termination for Convenience
Purchaser shall have the right, in its sole discretion, to terminate this Contract or any part hereof for its sole convenience, at any time by giving notice in advance thereof to Contractor.

18 HEALTH SAFETY AND ENVIRONMENTAL COMPLIANCE

The Contractor or his servants and/or employees shall at all times, execute The Services in such manner as to comply and conform to all health, safety and environmental policies, procedures, guidelines and instructions (as amended from time to time) of The Purchaser.

19 NOTICES

- 19.1 Any notice, request, consent or legal process required or permitted to be given, made or served pursuant to or in accordance with the provisions of this Contract shall be in writing. Any such notice, request, consent or legal process shall be deemed to have been given, made or served when delivered in person to an authorized representative of the party to whom communication is addressed or when in the normal course of transmission such notice, request or consent would have been received if sent by registered mail, telegram or facsimile to such party at the following addresses:

For The Purchaser:
Manager, Vendor and Contracts Management
The Power Generation Company of Trinidad and Tobago Limited.
6A Queen's Park West
Port of Spain.
Tel: 868 624 1776
Fax: 868 623 -0855

For The Contractor:

Tel:
Fax:

- 19.2 A Party may change its address for notice hereunder by giving the other party notice of such change pursuant to this Clause.

20 RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between The Contractor and The Purchaser. The Contractor, subject to this contract has complete charge of his personnel performing The Services and shall be fully responsible for The Services performed by them or on its behalf.

21 ILLEGALITY

If any provision or term of this Contract or any part thereof shall become or be declared illegal invalid or unenforceable for any reason whatsoever, such terms or provisions shall be divisible from this Contract and shall be deemed to be deleted from this Contract provided always that, if any such deletion substantially affects or alters the commercial basis of this Contract, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Contract as may be necessary or desirable in the circumstances.

22 ENTIRE AGREEMENT

This Contract embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of this Contract. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

23 ANTI-CORRUPTION

In connection with this Contract, each party hereto hereby undertakes as follows:

- 23.1 to comply with anti-bribery, anti-money laundering and/or anti-terrorism laws in the Republic of Trinidad and Tobago; and
- 23.2 not to engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any applicable anti-bribery, anti-money laundering and/or anti-terrorism laws nor otherwise take any action that would cause such party to be in violation of such laws (the "Compliance Obligation").
- 23.3 On an on-going basis, subject to any applicable legal privilege, law or data privacy obligation: (i) to immediately disclose in writing to the other parties the details of any breach of the Compliance Obligation; and (ii) on request by the other parties,

use best endeavours to co-operate with the requesting parties to ensure and monitor compliance with the Compliance Obligation.

- 23.4 The Contractor acknowledges that it is familiar with the Purchaser's Corporate Code of Ethics. The Contractor hereby agrees to meet and comply with the Purchaser's Corporate Code of Ethics in all respects and to require its employees, agents, advisors, Affiliates, associates, vendors and subcontractors to do the same. The Contractor shall not make any offer, gift, promise to give, or authorization of the giving of anything of value, to any official, any political party or official thereof of any candidate for political office, or any person ("Improper Payments").
- 23.5 In the event that the Contractor makes any Improper Payment or otherwise violates the provisions of this Section then in addition to other rights and remedies available to the Purchaser hereunder and under applicable law, The Purchaser shall have the right to immediately terminate this Agreement and recover from the Contractor or withhold from compensation due to the Contractor under this Agreement or any agreement entered into pursuant hereto; (i) the amount or value of the Improper Payment; and (ii) any fines, expenses or attorneys' fees incurred by the Purchaser in connection with the Improper Payment or violation of this Section 24.

24 INDEMNITY

- 24.1 To the fullest extent permitted by law, Contractor agrees to release, indemnify, protect and hold harmless the Purchaser, its agents, representatives, affiliates and their directors and officers and employees, from all losses or liability for personal injury, death or property damage of any nature to any person or entity to the extent arising from the negligence or willful misconduct of Contractor, its agents, representatives, affiliates, directors and officers or employees, its subcontractors, vendors and their agents, representatives or employees with respect to performance of the Services provided under this Contract.
- 24.2 To the fullest extent permitted by law, Purchaser agrees to release, indemnify, protect and hold harmless the Contractor, its agents, representatives, affiliates and their directors and officers and employees, Contractor's subcontractors, vendors, and their agents, representatives or employees from all losses or liability, for personal injury, death or property damage of any nature to any person or entity to the extent arising from the negligence or willful misconduct of Purchaser, its agents, representatives, affiliates, directors and officers or employees, or its other contractors, their agents, representatives or employees with respect to acts or omissions connected to this Contract and the site.

25 LIMITATION OF LIABILITY

- 25.1 Notwithstanding anything to the contrary in this Contract, neither Party shall be liable to the other for incidental, indirect, consequential or punitive damages resulting from

or arising out of this Contract, including without limitation, lost profits or business interruption, regardless of how such damages are caused, including the sole, joint or concurrent negligence or either Party, and each party hereby releases the other from such damages.

25.2 The rights and obligations of the Parties in this Section 26 shall continue after the expiration or early termination of this Contract.

26 WARRANTIES

26.1 Services

Contractor warrants that the Services shall be performed in accordance with industry practices.

Contractor's obligations under this warranty shall expire 3 months after the Services are performed.

26.2 Remedy

Contractor agrees to reperform Services which do not confirm to the warranty for Services, provided that notice of claim of defect is received by Contractor within three months from date of performance of Services.

26.3 Reperformed Services

When a Service is reperformed, the reperformed Services shall be subject to the same warranties, the same conditions and the same remedies provided for the original Services; provided that the warranty period for the reperformed Service shall be for the balance remaining of the warranty period for the original Services extending from the date of the reperformance of the Service.

27 WAIVERS AND MODIFICATION/AMENDMENT

None of the requirements of this Contract shall be considered waived by either Party unless the waiver is written and signed by the authorized representative of the Party. No modification of, or amendment to, this Contract shall be valid or binding unless set forth in writing and duly executed by both parties, and no waiver of any breach of any term or provision of this Contract shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

28 FURTHER ASSURANCES

If either Party reasonably determines or is reasonably advised that any further instruments or any other things are necessary or desirable to carry out the terms of this Contract, the other Party shall execute and deliver all such instruments

and assurances and do all things reasonably necessary to carry out the terms of this Contract.

29 NO THIRD PARTY BENEFICIARIES

Nothing in this Contract either expressed or implied is intended or shall be construed to create in favour of any person or entity not a Party to this Contract any rights or remedies under this Contract except for a successor or permitted assignee of a Party.

30 HEADINGS

The table of contents to this Contract and the headings to paragraphs, Sections and Attachments are for convenience and reference purposes only and do not affect the interpretation of this Contract.

31 COUNTERPARTS

This Contract may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

32 LIQUIDATED DAMAGES

If the Contractor fails to complete the Services on the agreed completion date on the date due to its delay, then the Contractor shall pay to Purchaser liquidated damages at the rate of zero point two percent (0.2%) of the Contract Price for each day of delay per unit in the completion of Services up to a maximum of ten percent (10%) of the Contract Price. The liquidated damages for delay in completing the Services by the scheduled completion date shall be Contractor's exclusive obligation and Purchaser's exclusive remedy for Contractor's delay. Notwithstanding the foregoing provisions, it is understood and agreed that no liquidated damages shall accrue for delays due to (i) expansion of the project scope, (ii) delays due to a force majeure event or (iii) for delays caused by the Purchaser any time prior to the agreed completion date.

33 COUNTERPARTS AND ELECTRONIC EXECUTION

33.1 This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original Contract and all of which shall constitute one and the same Contract.

33.2 This Contract and any counterparts thereof may be executed by hand or electronically, in such manner as agreed by the Parties.

- 33.3 The electronic signature and electronic delivery of this Contract by a Party is valid as an original signature of such Party and is effective to bind such Party to this Contract.
- 33.4 By the electronic execution of this Contract, each Party represents and warrants, that it has read and understands the entire contract and agrees to be bound by the terms and conditions of this Contract.