



BUREAU VERITAS COMMODITIES GENERAL CONDITIONS OF SERVICE

AUGUST 2021

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

1.1 The definitions in this Article apply in these General Conditions:

Agreement: means the Client's acceptance of the Company's proposal, any other mutual agreement for provision of Services, the Company's acceptance of a completed Company Order Form or other instructions for Services from the Client, or any instruction or request for services by a Client and subsequent acceptance by the Company and performance of Services by the Company for the Client. These General Conditions govern each Agreement unless or until separate and/or supplementary terms and conditions are agreed to in writing between the Client and the Company, whether in addition to these General Conditions or not.

Company: Bureau Veritas (Bangladesh) Private Limited having its registered office address at Shahjadi Chamber (5th Floor), 1331/B, SK. Mujib Road, Agrabad, Chittagong, Bangladesh.

Company Order Form: the Company's standard form, if any, to be completed by the Client setting out the Services to be performed by the Company, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in the Company Order Form or in a separate document or price list.

Client: the person, firm, company, partnership, association, trust, or government agency or authority

- (i) giving the instructions to the Company to provide the Services and as identified in the applicable Company Order Form or written instruction, or
- (ii) on behalf of whom the Company is appointed to deliver the Services, provided that such person, firm, company, partnership, association, trust or government agency or authority has been informed of and has approved the Company's appointment.

One sole Service can involve several Clients.

Confidential Information: any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

Deliverables: without limitation, all documents, certificates, reports, products and output from the Services created or provided by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Services that the Company has to deliver to its Client in application of the Contract.

Fees: the fees payable by the Client to the Company for the Services, as set out in the Agreement, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of the Company incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof.

Intellectual Property: all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Party and Parties: individually the Company or the Client and collectively the Company and the Client.

Sample: a correctly extracted fraction of the products (either in bulk or in lot or other grouping) to be taken according to the Client's request and/or according to applicable standards.

Sampling: the processes of extracting a fraction of the products (either in bulk or in lot or other grouping) to be taken according to the Client's request and/or according to applicable standards.

Services: the services to be provided by the Company to the Client under the Agreement and as set out in the applicable Company Order Form or in other instruction from the Client to the extent that they are agreed by the Company and incorporated into the Agreement.

Taxes: any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax on nationals and on foreigners, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.

1.2 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company Order Form or other document shall not govern the Agreement. The Agreement constitutes the whole

agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by the Company.

1.3 The Company acts solely for the Client. No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so pre-authorized by the Client and agreed to by the Company. The Agreement shall not be deemed to create any rights in third parties except as expressly set out herein.

1.4 If and when the Company is notified in writing prior to performing the Services that such Services are for the benefit and/or account of any other party and each such party has received a copy of and agreed to be bound by these General Conditions, that other Party, shall be also considered as a Client.

2. COMPANY'S OBLIGATIONS

2.1 The Company shall, with reasonable care, skill and diligence provide the Services and the Deliverables to the Client, in accordance with:

2.1.1 the specific requirements as set out in the Agreement; and

2.1.2 such methods as the Company shall deem suitable on a case by case basis having regard to relevant trade custom, usage or practice, professional industry standards, directives given by competent authorities and applicable law.

2.2 The Company shall endeavour to provide the Services in accordance with any agreed dates but for the avoidance of doubt such dates shall be estimates only and time shall not be of the essence.

2.3 The Company performs, without limitation, sampling, surveys, inspections, verifications, certifications, tests, laboratory analyses, calibrations, cargo treatments, assessments, audits and/or appraisals, as contractually agreed by the Parties.

2.4 Subject to the Client's instructions as accepted by the Company, the Company will issue reports, certificates of inspection or other Deliverables which reflect statements of facts or opinion made with due care within the limitation of instructions received but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received except when required by law.

2.5 In providing the Services, the Company does not take the place of contractors, manufacturers, producers, operators, transporters, importers, suppliers or owners, who, notwithstanding the Company's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which the Company relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability of the Company to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

2.6 For the avoidance of doubt, the Company does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Deliverable, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by the Company for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

2.7 The Deliverables are given only in relation to the written instructions, documents, information and samples provided to the Company by the Client prior to the performance of the Services. The Company cannot be held liable for any error, omission or inaccuracy in the Deliverables to the extent that the Company has been given erroneous or incomplete information by the Client. The Deliverables reflect the findings of the Company at the time of performance of the Services only. The Company shall have no obligation to update the Deliverables after issuance, except as otherwise stated in the Agreement.

2.8 Unless expressly agreed by the parties to the contrary, the Company may, in its sole discretion, choose to retain, return to the Client or destroy Samples which have been furnished to the Company for performance of Services and which have not been destroyed in the course of the Services.

2.9 If the requirements of the Client necessitate the analysis of Samples by the Client's or by any third party's laboratory unrelated to the Company, the Company will not be responsible for the analysis nor for its accuracy. Likewise where the Company is only able to witness an analysis that has been done by the Client's or by any third party's laboratory, the Company will provide any requested information and will not otherwise be responsible for the accuracy of any analysis or results. Any such arrangement shall not be considered a sub-contracting or assignment of Services by the Company and shall be considered as giving rise to separate obligations between the Client and the third party laboratory. Unless agreed in writing between the Client and the Company as an exceptional circumstance, the Company shall not report such third party laboratory results to

the Client. If such exceptional circumstance prevails the Company shall qualify its reporting and disclaim the results. Should the Client subsequently incur losses as a result of any such third party laboratory testing, the Company shall not be liable to the Client and the Client shall be precluded from bringing any claim against the Company. In addition to Article 7.3 the Client shall indemnify and hold harmless the Company against third party reliance claims received by the Company based on the results reported.

- 2.10 Reports or certificates issued following testing or analysis of Samples submitted to the Company for analysis (but not drawn from the bulk by the Company) contain the Company's specific opinion on those Samples only and do not express or imply any opinion upon the bulk from which the Samples were drawn.
- 2.11 If the Client requests or requires the Company to witness any third party service or intervention, the Company's only responsibility shall be to witness the provision of such service or intervention and to report to the Client that this has taken place. The Client acknowledges that any third party services or interventions give rise to separate legal obligations between the Client and that third party. The Company shall not be responsible or liable to the Client for acts or omissions of any such third party.
- 2.12 Documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to the Company, shall be considered to be for information only, without either extending or restricting the Company's scope of Services or obligations under the Agreement.
- 2.13 Where the Company provides and/or sells goods (as opposed to services) to the Client (whether combined with or separately from any services), and such goods have been acquired by the Company from a third party, the Company gives no express or implied warranty as to the quality of such goods or their fitness for purpose. However, upon written request by the Client, the Company will assign (as far as possible) its rights against such third party.
- 2.14 The Company shall be entitled to replace offered and deployed personnel by other personnel with broadly equivalent expertise at any time. The Company does not warrant or guarantee that the personnel possesses any specific certification unless agreed in writing or required under the mandatory provisions of any applicable accreditation scheme or applicable provisions of mandatory law. The Company shall endeavour to provide personnel with sufficient/adequate expertise to deliver the Services.
- 2.15 Notwithstanding any other provision of any Agreement the Company shall not be obliged to provide Services if it considers that it would be placed (or payment thereof would place it) in breach of any applicable international sanctions or trade restrictions or any sanctions imposed by the United States of America. The Company reserves the right to exercise its right to refuse the acceptance of any such nomination or request made under this Agreement (or otherwise) at its own discretion and will not be liable for any losses whatsoever the Client may incur as a result of such refusal.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client shall:
- 3.1.1 co-operate with the Company in all matters relating to the Services;
- 3.1.2 provide, or cause its suppliers or counterparties to provide, in a timely manner and at no charge, access to the relevant operational facilities and personnel as required by the Company, its agents, subcontractors, consultants and employees, to perform the Services. The Client will procure access to, and appropriate preparation and maintenance of, the relevant premises for the supply of the Services, including identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of the premises before and during the supply of the Services at those premises; and shall adopt or procure all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the operational premises;
- 3.1.3 subject to agreement to the contrary, provide the Company, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order, for provision of the Services;
- 3.1.4 provide the Company, either directly or through its suppliers and subcontractors, in a timely manner, such information as the Company may require for the proper performance of the Services and ensure that such information is accurate in all material respects;
- 3.1.5 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment;
- 3.1.6 ensure that all documents, information and material made available by the Client to the Company under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and
- 3.1.7 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 3.2 The Client warrants that it is securing Services for its own account and not as agent or broker or in any other representative capacity for any other person or legal entity, unless it has been expressly disclosed to and approved by the Company.
- 3.3 The Client further warrants that there are no third party beneficiaries to the Services provided by the Company and that no third party or parties may rely on any Deliverables prepared or provided by the Company without the prior express

written consent of the Company. Subject to Article 7, the Company shall have no responsibility or liability for any third party's use of or reliance on any Deliverables provided or prepared by the Company. Its responsibility towards the Client is expressly limited according to these General Conditions.

- 3.4 To the extent that the Company renders Services, the Client agrees that the Company is required only to provide the Services and the reporting of the results of such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Deliverables provided under the Agreement.
- 3.5 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 3.6 If the Client anticipates the use of any Deliverables in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company in writing prior to requesting the Services and in any event prior to the use of such Deliverables in any such proceeding. The parties agree that the Company has no obligation to provide an expert witness or witness of fact at such proceeding unless the Company gives its prior consent in writing.
- 3.7 The Client shall ensure that the safety measures applicable in accordance with guidance issued by governmental and other competent authorities are maintained at all times on that area that the Company's employees are required to perform their services (including their access or egress the building or use hygiene or recreational facilities).
- 3.8 The Client acknowledges that in the interests of health and safety, the Company grants each of its agents, employees, subcontractors and representatives a 'stop work authority' permitting them to stop work and leave site at their sole discretion if they or other Company personnel have concerns of any nature in respect of health and safety and the Client agrees that no liability of the Company shall arise from the exercise of such discretion, but that payment for such visit shall remain due to the Company.

4. CHARGES AND PAYMENT

- 4.1 The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of the date of the invoice.
- 4.2 If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5% (or the maximum rate permitted by applicable local law if local law specifies a maximum which is less than 1.5%; or the minimum rate permitted by applicable law if local law specifies a minimum which is above 1.5%), accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment. If any payment due to the Company from the Client under this Agreement or otherwise is late, the Company may suspend the provision of some or all of the Services including but not limited to the provision of deliverables until overdue payment is received by it and shall be entitled to require payment in advance prior to continuance of the Services.
- 4.3 The Fees and any additional charges are exclusive of all applicable Taxes. In the event that any withholding taxes become payable in accordance with local law and as limited by double tax treaties if applicable, invoiced amounts shall automatically be grossed up by the Client sufficiently that after the deduction of withholding tax the original invoiced amount remains payable. The Parties shall then cooperate reasonably in the recovery of withholding tax from applicable tax authorities and a Party should provide any tax certificate that will be reasonably requested by the other Party.
- 4.4 The Client shall not have a right of set off or retention. Any objections to invoices must be raised within 30 days of receipt of invoice and no objection may be raised thereafter. Where it is agreed in writing that timesheets must be provided the Client confirms that they shall be considered approved unless otherwise stated within 5 days of receipt.
- 4.5 In the event that the Client does not comply with its obligations under Article 3 the Company reserves (i) the right to suspend provision of the Services and / or (ii) to invoice and be paid for time and resources expended arising from the Client's non-compliance. This shall include but not be limited to charging for visits and time expended where equipment to be inspected cannot be found, is not made available for inspection or where waiting time is incurred pending such equipment being found, made available or made ready.
- 4.6 In the event of a change of law or of Client policy which acts to increase the cost to the Company of delivering the Services the Parties agree that the fees for the Services may be increased to reflect these increases in costs. The Company will provide such evidence of increases as is reasonably practicable.
- 4.7 Any postponement or cancellation of Services by the Client, including site visits shall be subject to no less than 5 working days' advance notice. Any failure to provide such notice within this period of time will result in a charge for an abortive visit/inspection as appropriate.
- 4.8 The Company shall be entitled to increase its fees annually as specified in written notice to the Client. Where fixed fees have been agreed in writing for a period, the first such annual increase shall be upon expiry of period for which fees are agreed to be fixed and annually thereafter.
5. INTELLECTUAL PROPERTY RIGHTS
- 5.1 Each Party exclusively owns all rights to Intellectual Property it has created whether before or after the commencement date of the Agreement and whether or not associated with any Agreement between the parties.
- 5.2 The names, service marks, trademarks and copyrights of the Company and its affiliates shall not be used by the Client except solely to the extent that the Client

- obtains the prior written approval of the Company and then only in the manner prescribed by the Company.
- 5.3 For avoidance of doubt, nothing in the Deliverables or any other writing shall convey any rights of ownership or licence whatsoever to the Company's intellectual property of its proprietary software, nor to the Company's proprietary audit methods, training materials and procedures, nor to the Company's protocols, nor to the Company's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and Deliverables. These shall remain the sole property of the Company. The Deliverables do not convey ownership or licencing rights to any third party's Intellectual property that may be contained or referenced in the Deliverables.
- 6. CONFIDENTIALITY AND COMPANY'S PROPERTY, REPORTS AND CERTIFICATES**
- 6.1 Subject to Article 6.9, each of the Parties shall not disclose or use for any purpose whatsoever any Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information except as required for the Company to provide the Services.
- 6.2 The confidentiality undertaking shall not apply to any information:
- 6.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 6.2.2 which was in the possession of the receiving Party prior to its disclosure;
- 6.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 6.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 6.2.5 which is required to be disclosed to an accreditation body or under the rules of an accreditation scheme, in each case where applicable to the Services;
- 6.2.6 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 6.2.7 which is disclosed to an affiliate of the Party on a need to know basis.
- 6.3 The Deliverables are issued by the Company and, except as provided otherwise in the Agreement, are intended for the exclusive use of the Client and shall not be modified published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. The Client agrees that Deliverables may be provided by electronic means of delivery including but not limited to email.
- 6.4 The Company will be deemed irrevocably authorised to deliver at its discretion any report or certificate to a third party if following instructions by the Client a promise in this sense has been given to the third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.
- 6.5 An original signed copy of any written certificate, report or Deliverable bearing the signature of an authorised representative of the Company together with the Company's stamp shall be the only and exclusive proof of the content of such certificate or report regardless of whether such certificate or report or any information contained therein is supplied or communicated by other means such as electronically.
- 6.6 Any certificate, report or Deliverable submitted to the Client other than in written form bearing the signature of the authorised representative of the Company shall be deemed to have been issued at the request of and for the risk of the Client and the Company shall not be responsible nor liable for any deviation or discrepancy between the contents of such certificate, report or Deliverable and the contents of the original as signed by such representative.
- 6.7 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 6.8 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit the Company from maintaining copies of Deliverables and analyses in accordance with its record retention policies and document retention policies as may be required by law or accreditation bodies.
- 6.9 The Company reserves the right to collect, collate and use aggregated anonymised data deriving from the Deliverables and Samples, including data which constitutes Confidential Information, for the purposes of statistical analysis, benchmarking or trending.
- 7. LIMITATION OF LIABILITY**
- 7.1 With the sole exception of Article 7.5 but notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for
- 7.1.1 loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
- 7.1.2 depletion of goodwill and/or similar losses; or
- 7.1.3 loss of contract; or
- 7.1.4 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 7.2 Without prejudice to Article 7.1, the total liability of the Company and its affiliates, and their respective employees, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Deliverables, and the performance, or contemplated performance, of the Agreement shall, subject to Article 7.5, be limited to the sum equivalent to the amount of Fees paid or payable by the Client to the Company in respect of the Services that give rise to the Company's liability to the Client (and not for the entire contract value).
- 7.3 The Client shall indemnify the Company and its affiliates, and their respective employees, directors, agents, consultants or subcontractors against, and hold them harmless against, all claims made by third parties for loss, damage or expense of whatever nature (including, but not limited to negligence and gross negligence) and howsoever arising, relating to the performance, purported performance or non-performance of any Service, to the extent that the aggregate of such claims for any one Service exceeds the limitation of liability as set out in Article 7.2 above.
- 7.4 Without prejudice to Articles 7.1 and 7.2, the Company shall not be liable to the Client for and the Client shall be precluded from bringing any claim for losses, unless proceedings are issued against the Company before twelve (12) months after the earlier of (i) the date of performance by the Company of the Services which give rise to the claim, or (ii) the date when the Services should have been completed in the event of any alleged non-performance.
- 7.5 Nothing in this Agreement limits or excludes the liability of either Party:
- 7.5.1 for death or personal injury resulting from the negligence of that Party; or
- 7.5.2 for any damage or liability incurred as a result of fraud, fraudulent misrepresentation or fraudulent concealment by that Party; or
- 7.5.3 for any other loss which by law cannot be excluded or limited.
- 8. FORCE MAJEURE**
- 8.1 For the purposes of this Article 8, "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.
- 8.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):
- 8.2.1 The Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations because of such Force Majeure to the other Party explaining the causes, and demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;
- 8.2.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing.
- 8.3 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an act or event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.
- 8.4 In the event that the Company finds itself temporarily unable to deliver some or all of the Services due to or in connection with a pandemic (for example Covid-19) either at all or within agreed timeframes or to an agreed programme, this shall not be considered a Force Majeure event entitling one party to terminate the agreement. Instead the Parties agree that under such circumstances delivery of that part of the Services that cannot be delivered shall be postponed until a date acceptable to both parties, each acting reasonably.
- 9. DATA PROTECTION**
- 9.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all privacy applicable laws and regulations in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 and shall complete an annex detailing any personal information to be processed where necessary.
- 10. ASSIGNMENT AND SUBCONTRACTING**
- 10.1 The Company at its sole discretion may assign, cede, transfer its rights and obligations or delegate the performance of all or a portion of the Services under the Agreement, subject to compliance with the requirements of any applicable accreditation scheme where relevant, to an affiliate, agent or subcontractor of the Company without prior notice to the Client, and the Client hereby consents to such delegation. The Client shall not without Company's consent, cede, assign, transfer, subcontract or deal in any manner with all or any of its rights or obligations under the Agreement.
- 10.2 All technicians and other personnel supplied by the Company in the performance of any Services shall at all times remain employees, agents or sub-contractors (as the case may be) of the Company. As such, all such persons shall be answerable to and subject to the instructions of the Company at all times. Unless otherwise agreed by the Company, such persons shall not be obliged to follow

any instructions of the Client with the exception of health and safety rules applicable to the Client's employees on the site where the Services take place.

11. REMOTE WORKING

- 11.1 The Parties may agree from time to time in writing that the Company shall provide some or all of the Services remotely by electronic or any other means which may include but not be limited to video conferencing, sensors, drones, satellites and cameras. The Client acknowledges that personal data (including personal images) is likely to be collected under these circumstances and confirms that it has informed the persons whose personal data is likely to be collected. The Client confirms that it has obtained all necessary consents under applicable law to allow the Company to process the images and sounds collected during the provision of the Services.
- 11.2 The provision of Services by remote means as envisaged by Article 11.1 is subject to the availability and performance of acceptable network and internet bandwidth and the availability of appropriate third party software solutions, including but not limited to video connectivity and video recording solutions. In the event that the performance of such remote working tools is not considered to be reasonably sufficient in the circumstances by either party, the parties shall (each acting reasonably) seek to rearrange the provision of the Services or agree an alternative method of delivery and agree in writing any additional fees that may arise from such change. The Client acknowledges that the Company is not responsible for such third party remote working tools and accordingly the Company shall not be liable for the performance of such tools.

12. MISCELLANEOUS

- 12.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 12.2 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 12.3 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose.
- 12.4 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.
- 12.5 The Company may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving not less than 30 (thirty) days' written notice to the Client. Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Agreement, without liability to the Client, immediately on written notice to the Client if the Client acts in breach of laws, or is subject to international sanctions.
- 12.6 Headings are for information only and shall not affect the interpretation of these General Conditions.
- 12.7 No alteration, amendment or waiver of any of these General Conditions shall have any effect unless agreed to in writing and signed by an authorised representative of the Company.
- 12.8 Notwithstanding Article 12.7, the Client agrees that the Company has the right to amend, delete and add to these General Conditions. The Client further agrees that such amendments, deletions and additions will be effective immediately upon notice being given by posting notice of such changes on the Company's website or by communicating such notice to the Client by e-mail.

13. GOVERNING LAW AND JURISDICTION

- 13.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of **Bangladesh**, notwithstanding any conflicts of laws rules that could require the application of any other laws.
- 13.2 The parties irrevocably agree that the courts of **Dhaka**, shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.