



## COMBITECH'S GENERAL CONDITIONS OF PURCHASE OF CONSULTANCY SERVICES

### 1 SCOPE

The purpose of this GC is to define terms and conditions under which Combitech places work under a Purchase Order to the Subcontractor.

The terms and conditions specified below shall apply unless otherwise is agreed in writing in the Purchase Order issued by Combitech.

The general conditions of the Subcontractor shall not apply.

### 2 DEFINITIONS

ACCEPTANCE shall mean with respect to each Deliverable that the Deliverable has been tested by Combitech and meets specifications and other requirements set out in the Agreement. The acceptance may be conditional if indicated in writing.

AGREEMENT shall mean these General Conditions together with Purchase Orders and Master Agreement and their appendices as well as any documentation incorporated by reference therein and shall include any amendments or addenda that may subsequently be agreed upon between the Parties in writing.

ASSIGNMENT shall mean the tasks, software or hardware development as well as other services to be supplied by Subcontractor including but not limited to software programs or systems, and/or documentation related hereto, as defined in the GC and a Purchase Order.

CHANGES shall mean design changes and/or development of extensions and/or changes to Deliverables, including updating of relevant specifications, documentation, time schedule, delivery arrangement or documentation, source and object codes, which may be provided by Subcontractor to Combitech under this Agreement and Purchase Orders.

COMBITECH COMPANY shall mean a company in the Combitech group.

COMBITECH GROUP shall mean Combitech AB and all other companies in which Combitech AB directly or indirectly controls more than 50 % of the votes.

DELIVERABLE shall mean any deliverables and all result of any assignment including but not limited to all materials or documentation in whatever form arising out of or relating to any Assignment, including but not limited to all software program modules and/or systems or any parts thereof; all enhancements, applications, documentation, circuit diagrams, prototype and similar materials, including all source code and object code; and all reports, documents, data, designs or other materials (whether in written or machine-readable form) which are prepared written, developed, generated or otherwise provided by Subcontractor to Combitech under this Agreement.

DEVELOPMENT PRICE shall mean the aggregate price payable by Combitech to Subcontractor for the development

and the Deliverable provided by Subcontractor to Combitech under a separate Purchase Order.

GC shall mean these General Conditions of purchase.

INTELLECTUAL PROPERTY RIGHT means all right, title and interest in and to any intellectual property, in all territories, whether by operation of law (including, without limitation, by operations of laws of copyright, patent, trademark, trade usage and trade secrets) or contract, license or otherwise, and applications, registrations, renewals, extensions and restorations relating to any of the foregoing.

PARTY or PARTIES refer to Subcontractor and/or Combitech.

PURCHASE ORDER shall mean any order in writing by posted mail, fax or e-mail made under this Agreement submitted by Combitech to Subcontractor where the Assignment is defined.

SUBCONTRACTOR means the seller of the service.

### 3 CONTRACTUAL DOCUMENTS

The Assignment shall be governed by Purchase Order (PO), Master Agreement (if concluded) and Combitech's General Conditions of purchase of consultancy services including appendices (Agreement). This contractual documentation is complementary and shall govern the execution of the collaboration in its entirety and shall replace any and all prior agreements between the parties in respect of the assignment. In the event of a conflict between any of the provisions in these documents, such documents shall have the following order of precedence:

- a) Purchase Order including appendices
- b) Master Agreement including appendices
- c) Combitech's General Conditions of Purchase of Consultancy Services

In case of conflicts between documents within the same enumerated category, a document produced at a later time shall take precedence over a document of an earlier date.

### 3 POINTS OF CONTACTS

Each Party shall choose authorized points of contact (POC), who shall be responsible for each designated area and will be entitled to receiving and sending confidential information, within the boundaries of the confidentiality clause.

A Party may change its POC by written notice to the other Party.

### 4 NO EXCLUSIVITY

The Agreement is non-exclusive and Combitech reserves the right to purchase the same or equivalent services from other subcontractors.

The Parties further agree that any estimated or forecasted quantity, volume or value of purchase of services, whether contained in the Agreement or in any communication between the Parties, shall be deemed to be only estimate or forecast devised for the convenience of the Parties.

## 5 ORDER PROCEDURE

Combitech and Subcontractor may agree that Subcontractor supplies work to perform Assignments for Combitech and its customers as specified in a Purchase Order (PO).

Combitech Company may order under this Agreement.

A PO can be preceded by a request for proposal that is not binding on Combitech.

A PO, referring to this Agreement, shall be prepared by Combitech. Each PO shall define the scope, purpose, time schedule, duration, list of required tools and equipment, point of contacts, information regarding working place and other details of the Assignment.

Subcontractor shall accept by signing the PO within five (5) working days. A contract shall be considered concluded either when: (i) Subcontractor has accepted the PO, or (ii) Subcontractor has started providing the service.

No terms contained in an order acknowledgement or similar document issued by Subcontractor shall be binding on Combitech unless signed by authorized representatives of both Combitech and Subcontractor.

## 6 COMPLIANCE WITH LAW AND BUSINESS ETHICS

The Parties shall comply with all applicable laws, rules, regulations, orders, conventions or standards applicable to the Parties' business and the Assignment and act according to international conventions such as the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the 2003 United Nations Convention Against Corruption.

The Parties undertake to comply with UN Global Compact policy and the ten principles in the areas of human rights, labour, environment and anticorruption.

The Parties undertake to minimize the use and emission of hazardous substances and environmental pollutants, to make continuous improvements in environmental protection and to act in accordance with applicable laws and regulations and international standards regarding environmental protection.

The Subcontractor undertakes to comply with Combitech's Code of Conduct in force, as well as ensuring that its personnel performing the Assignment are informed about and fully comply with Combitech's Code of Conduct. The Code of Conduct in force can be found at [www.combitech.se](http://www.combitech.se).

At Combitech's request Subcontractor shall verify in writing its compliance with any or all of the foregoing.

Combitech requires strict compliance with this provision and has the right to immediately terminate the Agreement if there is a breach thereof.

## 7 EMPLOYER'S OBLIGATIONS

Subcontractor is responsible for fulfillment of any and all obligations and tasks as an employer that is provided for by any applicable laws and regulations. This includes but is not restricted to liability to fulfill and take care of all work permit issues, company and individual tax liabilities, social security

and pension contributions. Subcontractor's employees shall be properly insured in accordance with any applicable laws and regulations.

Subcontractor shall upon request of Combitech provide Combitech at any time during term of this Agreement with proof of fulfillment of above mentioned employer's obligations.

Nothing in the Agreement shall be deemed to mean that Combitech assumes employer responsibility for Subcontractor's personnel.

The prices that are detailed in the Purchase Order include full compensation for the costs related to the above mentioned obligations. If Subcontractor defaults on any of its obligations under this clause resulting in damages or legal or other consequences to Combitech, Subcontractor shall be liable to compensate any such direct, indirect, consequential, incidental or other costs and damages to Combitech.

## 8 PERFORMANCE

Subcontractor shall perform in a competent and professional manner, in compliance with all applicable laws and regulations, and with all due skill, diligence, prudence and foresight which would reasonably be expected from a service provider skilled and experienced with work like the Assignment, including but not limited to necessary backup copying, version control and documentation of Assignment.

Subcontractor shall, at its own cost provide Subcontractor's personnel with relevant education and skills to ensure the performance related to the relevant PO.

Subcontractor shall also, at its own cost be responsible for good computer environment standard of at least industry generic elements for office, development environment and generic test tools.

Configuration details shall be agreed during the process of preparing for Assignment and shall be stated in the PO.

## 9 DOCUMENTATION AND EQUIPMENT

Where Combitech supplies documentation, equipment or information to Subcontractor or any of its employees or representatives, Subcontractor shall ensure that they are treated as confidential information, are properly safeguarded and stored.

## 10 PERSONNEL

Subcontractor undertakes to designate a sufficient number of personnel with adequate qualifications for the Assignment.

Subcontractor shall be obliged without undue delay to replace personnel who are considered by Combitech to lack sufficient competence or with whom Combitech finds it difficult to cooperate.

### 10.1 Resource consulting

Should any of Subcontractor's personnel taking part in the Assignment for any reason be prevented from performing its work, Subcontractor shall immediately notify Combitech of such circumstances and propose appropriate measures to avoid delays or other inconvenience to Combitech. Combitech shall approve any such measure in writing.

If there is a need to change personnel in accordance with this clause Subcontractor shall arrange for new personnel (replacements) to work together with personnel who are

leaving to secure continuity, and shall always be liable for any extra costs and/or delays arising from the above circumstances.

## 11 QUALITY AND ENVIRONMENTAL REQUIREMENTS

Subcontractor shall comply with the applicable requirements of the standards ISO 9001 and ISO 14001. The service shall also meet any other requirements agreed upon in writing.

Subcontractor shall upon Combitech's request provide an environmental declaration of the service.

Combitech may request improvements in Subcontractor's practices and procedures to ensure compliance with the Quality Requirements.

Combitech and/or Combitech's customer shall be entitled to perform or to have its authorized agent to perform audits and Subcontractor will correct any deficiencies found during any such audit.

## 12 ACCEPTANCE

Combitech shall accept or reject all deliveries in writing which are defined in the PO.

Complaints regarding deliveries must be issued before the final acceptance date which is defined for each milestone in the PO.

In the event that Combitech fails to issue acceptance or to submit a complaint before the final acceptance date which is defined for the respective milestone, the delivery shall be deemed to be accepted.

In the event of complaints, Subcontractor shall either perform rectification measures or present a rectification plan in accordance with a separate agreement with Combitech. The delivery shall be deemed to be accepted upon the implementation of rectification measures or the agreed rectification plan.

## 13 WARRANTY

Subcontractor warrants that the deliverable shall be prepared in a workmanlike manner and with professional diligence and skill, and upon delivery shall conform to the specifications and other requirements set forth in this Agreement and the relevant PO.

A warranty period of 15 months shall apply from the date of acceptance of final delivery.

This warranty undertaking means that Subcontractor undertakes, at its own expense and without delay, to rectify such defects or shortcomings as documented in test protocols from acceptance tests or which could not reasonably have been discovered in connection with agreed acceptance tests, but which are attributable to Subcontractor's performance of the Assignment and which have been complained of in writing within the agreed warranty period after acceptance of final delivery.

The warranty period for the delivery that has been rectified by the Subcontractor shall be extended for a period equal to the time the delivery has been out of use.

Subcontractor's obligation to remedy defects or shortcomings shall be without prejudice to Combitech's right to damages as a result of these.

If it is not practically possible to rectify any incorrect Assignment, Combitech shall have the right to make such reduction of the price as corresponds to the damage and loss of

value of the Assignment and, to the extent the affected Assignment could not be used for the intended purpose, recover from Subcontractor any damage and loss Combitech has suffered.

All transports of deliverables or parts thereof to and from the Subcontractor in connection with the remedying of defects for which the Subcontractor is responsible shall be at the risk and expense of the Subcontractor.

The Subcontractor is not liable for defects that are caused by:

- a) misuse or neglect by Combitech or by someone for which Combitech is responsible;
- b) faulty maintenance, incorrect assembly or installation or by alterations carried out without the Subcontractor's consent in writing;
- c) accidental damages; or
- d) normal wear and tear.

Except where the Subcontractor has been guilty of gross negligence or where otherwise stated in this Agreement, this clause sets out the exclusive remedies available to Combitech for defects.

## 14 DELAY

A delay shall be deemed to have occurred in the event that Subcontractor cannot fulfill its delivery of a deliverable related to a milestone which is defined in the PO.

Subcontractor shall, as soon as Subcontractor is or should have been aware of any delay or potential delay in respect of the Assignment or any milestone specified in the PO, inform Combitech thereof in writing stating the reason for the delay and the effect of the delay on the time schedule in the PO.

In the event of delay Combitech shall be entitled to liquidated damages to an amount set forth in the PO. In the event liquidated damages has not been stipulated Combitech is entitled to a daily rate of zero point five percent (0.5%) of such part of the price defined in the PO which cannot be placed into operation as a result of delay, however, not greater than 15 per cent of the price of the aforementioned part.

When the maximum cap of liquidated damages is reached, Combitech may in writing demand delivery within a final reasonable period. If the Subcontractor does not deliver within such final period, Combitech may by notice in writing terminate the Agreement or any part thereof with immediate effect and claim compensation for damages beyond stated liquidated damages. And if the delay prevents Combitech from deliver on time and this cause a loss or a damage, that loss or damage shall be included in this compensation.

In the event of delay caused by Combitech Subcontractor's delivery time shall be postponed for a period corresponding to the delay and Subcontractor shall be entitled to a corresponding release from liability to pay liquidated damages.

## 15 CHANGES

Changes include but are not limited to:

- Changes to the statement of work under a PO;
- Changes to deliveries under a PO;
- Changes to the process for subcontracting of development, when included in the Purchase Order.

Subcontractor shall not be entitled to independently develop any Changes to a Deliverable without the explicit prior written consent of Combitech.

A change shall be deemed to be agreed upon and apply from the date that the Change request is signed by both parties.

The Changes shall be implemented by Subcontractor without any additional charge, unless Subcontractor is able to demonstrate that the Change causes additional costs for Subcontractor. In that case Subcontractor shall implement the Changes for a reasonable price in accordance with the same pricing principles and price levels as originally agreed in the relevant PO.

## 16 COMPENSATION AND TERMS OF PAYMENT

All stated prices are exclusive of VAT.

The prevailing prices for Assignments proceeded on a current account basis and/or fixed price shall be detailed in the Purchase Order (PO). The prices are firm and fixed unless otherwise expressly agreed in writing.

The price for Assignments shall include all Subcontractor's fees, including salaries and salary-related costs, taxes, overtime, allowances, traveling expenses and other disbursements to the place where the Assignment is mainly to be performed. It is Subcontractor's responsibility to use whatever resources required.

### 16.1 Travel

Travel, per diem allowances, stay and living expenses for journeys shall not be paid by Combitech, unless explicitly agreed on in the PO.

Subcontractor shall however not receive compensation for hours spent traveling.

### 16.2 Other expenses

Subcontractor shall not receive compensation for other disbursements, unless stated in the PO.

### 16.3 Terms of payment

Unless otherwise agreed invoices regarding accrued time under Combitech's or Combitech's customers' management shall be issued on a monthly basis in arrears and invoicing regarding accrued time under Subcontractor's management shall be issued upon acceptance of each milestone.

Unless otherwise agreed payment shall be made not later than 60 days after the date of receipt of the correct invoice. In the event of payment arrears, interest on arrears shall be paid in accordance with the governing Interest Act.

Invoices must refer to a number of points and follow the terms detailed at [www.combitech.se](http://www.combitech.se). Invoices with incomplete or incorrect data will be returned.

A final invoice must be received by Combitech not later than two months after completion of the Assignment.

Invoices must be addressed to Combitech AB, FE 141, 831 88 Östersund, Sweden. Invoices shall be sent to above address or in PDF format via [reskontra@combitech.se](mailto:reskontra@combitech.se).

## 17 TERMS OF DELIVERY

Delivery shall take place on the dates agreed.

The terms of delivery shall be FCA Combitech's customers' place of business in accordance with INCOTERMS 2010.

Title and risk shall pass to Combitech upon delivery in accordance with INCOTERMS 2010.

The delivery documentation shall reference the project number of the Purchase Order.

## 18 SUBCONTRACTORS

Subcontractor shall not without the prior written consent of Combitech engage any subcontractor to perform any part of its obligations under this Agreement or Purchase Order.

However, notwithstanding such consent Subcontractor shall remain fully responsible for the performance of any subcontractor.

## 19 INTELLECTUAL PROPERTY RIGHTS

Subcontractor warrants that all right, title and interest in and to all Intellectual Property Rights developed by Subcontractor during any assignment, including but not limited to the Deliverables and associated documentation, whether or not specifically recognized or perfected under applicable law, shall vest in and be the sole and exclusive property of Combitech and/or Combitech's customer.

If Subcontractor has included any of Subcontractor's and/or third party intellectual property rights in the result, Subcontractor undertakes to ensure Combitech and/or Combitech's customers a worldwide, perpetual, royalty free license to use for any purpose whatsoever and the intellectual property rights in the commercial exploitation of the result of the Assignment or future developments thereof.

Unless explicitly agreed on in writing in the PO, Subcontractor shall defend, indemnify and hold Combitech harmless against any claims, actions, damages, liabilities, losses, costs, suits or expenditures incurred by Combitech or any of its customers as a result of any infringement or alleged infringement of Intellectual Property Rights of a third party by any Deliverable or exploitation of any Deliverable.

## 20 LIABILITY

Subcontractor shall be liable, in addition to its liability for infringements, for any damage or loss caused to Combitech and third parties by Subcontractor's default or negligence.

Subcontractor shall indemnify and hold Combitech harmless from any claims, damages, losses and expenses in respect of damage to property or injury to or death of persons, including for product liability, arising out of or relating to any Assignment or Deliverables or product if caused by the Subcontractor's negligence or defect. Combitech shall indemnify and hold harmless the Subcontractor from any claims, damages, losses and expenses in respect of damage to property or injury to or death of any employee of the Subcontractor and any third party if caused by Combitech's negligence.

Neither Party shall be liable to each other in contract, tort or otherwise, whatever the cause, for any loss of profit, loss of business, loss of production or loss of goodwill or any other indirect loss that may be suffered by the other Party.

Other than liability for breach of confidentiality, infringement of any intellectual property right, injury to or death of or damage to property of third party or in case of gross negligence either Party's overall contractual liability under the Agreement is limited to the higher of the contract price under the relevant Purchase Order under which the alleged breach occurred or 100 statutory basic amounts pursuant to the Social Security Insurance Act (in Sweden: *Socialförsäkringsbalken*) SFS 2010:110 in effect at the time of the occurrence of the loss, per event and year.

A Party shall forfeit its right to bring a claim for damages where the claim is not made within six (6) months after the Party became aware of the basis for the claim, subject to a limit of fifteen (15) months after completion of the Assignment.



## 21 CONFIDENTIALITY

This clause shall apply if and to the extent it does not contradict provisions of any separate confidentiality agreement.

This Agreement, including the result of the PO as well as all other information provided to or produced by Subcontractor which is not already common knowledge as a result of publication, or is already in Subcontractor's possession or has been legitimately acquired by Subcontractor from a third party, shall be treated as confidential and may not, without Combitech's prior written consent, be disclosed to a third party or used for any other purpose than that of the PO.

Subcontractor undertakes to restrict access to confidential information disclosed to it by Combitech or Combitech's customers', to those of its employees who need access to the confidential information within the scope of this Agreement and/or Assignment and will ensure that such employees adhere to the obligations and restrictions contained in this clause by entering into confidentiality agreements with employees on equivalent terms

All Confidential Information shall remain the property of Combitech or Combitech's customers', and no license or other rights to such Confidential Information is granted or implied hereby.

All Confidential Information is provided on an "as is" basis, without any warranty, whether express or implied, as to its reliability, accuracy or competence.

All Confidential Information exchanged during the validity of this Agreement shall be subject to the obligations and restrictions for a period of five (5) years following expiration.

The employees shall sign individual confidentiality agreements with Combitech when the Assignment require access to Combitech's facilities and/or IT environment.

Subcontractor is aware of that some of Combitech's customers' demands that the employees working for them also shall sign confidentiality agreement with the customers directly.

Upon request or when the Assignment ends, all documentation and information belonging to Combitech or Combitech's customers' shall be handed over to Combitech or Combitech's customers' as agreed.

## 22 MARKETING

References to the Assignment or this Agreement or Combitech and/or Combitech's customers for advertising and marketing purposes, including any press release, shall not be made without Combitech's prior written approval.

## 23 FORCE MAJEURE

Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

Events of Force Majeure are events beyond the control of the Party which occur after the time of signing of this Agreement and which were not reasonable at the time of signing this Agreement or a PO and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include, without being limited to, war, acts of government, natural disasters, fire and explosions.

If an event of Force Majeure results in delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate the relevant PO with immediate effect and without liability towards the other Party.

## 24 TERMINATION

### 24.1 Termination

The Parties shall not be entitled to compensation or damages as a result of termination beyond stated compensation.

If Combitech terminates a PO, Subcontractor shall promptly report the Assignment and deliver all the documents and material prepared in connection with the Assignment.

A PO shall automatically terminate in the event that any necessary export control licences are refused or revoked.

### 24.2 Termination for material breach

Each Party shall be entitled to terminate the Agreement with immediate effect provided that;

- (i) the other Party has breached any material provision of this agreement and failed to undertake rectification thereof within 30 days of a written request therefore; or
- (ii) the other Party, or subcontractor, is insolvent or enters into insolvent liquidation.

In the event of termination by Combitech pursuant to (i), Subcontractor shall be liable to compensate Combitech for the extra costs incurred in conjunction with placing the assignment with another provider.

In the event of termination by Subcontractor in accordance with (i), Combitech shall compensate Subcontractor. If less than 20 per cent of the work remains unfinished, Combitech shall pay the total price. In the event that more than 20 per cent of the work remains unfinished, Combitech must compensate Subcontractor for work performed and pay 20 per cent of the total price.

### 24.3 Combitech's right to terminate by convenience

Combitech may terminate its purchase obligations under a PO for convenience, in whole or in part, at any time with twenty one (21) days written notice to Subcontractor. In this event Subcontractor shall receive compensation for work performed.

In case Subcontractor is in default of a material obligation under a PO, Combitech may, instead of terminating the PO, demand a reduction in price.

### 24.4 Combitech's right to terminate for changes in the control of ownership

Combitech shall also be entitled to terminate the PO with immediate effect if there is a direct or indirect change of control of ownership in Subcontractor.

## 25 INSURANCE

Subcontractor shall ensure that it at all times maintain a sufficient professional liability insurance and is insured against accidents, torts and third party liability, all for adequate and sufficient amounts during each calendar year of the performance of Assignments. This insurance shall also cover Combitech's and/or Combitech customer's documents and/or

products in Subcontractor's possession and property of Combitech and/or Combitech customer, or provided by Combitech and/or Combitech customer, which are in Subcontractor's custody.

Subcontractor shall upon request by Combitech be able to present a certificate of insurance and proof of paid premium.

## **26 EXPORT AND IMPORT LICENSES**

Subcontractor is responsible to timely apply for, obtain and secure any export control license required in the territory of the Subcontractor and its subcontractors to enable timely delivery under the Agreement.

If any export control license requires signed end user certificates the Parties agree to assist each other in completing the end user certificates.

Subcontractor shall provide to Combitech information on the export control classification of all services or parts thereof.

If any necessary export control license are delayed, denied or revoked, the Subcontractor shall notify Combitech thereof in writing without delay, and the Subcontractor shall be entitled to an extension of the time for delivery.

## **27 NO PARTNERSHIP**

Nothing in this Agreement shall entail or be interpreted such that the Parties have entered into a joint venture, partnership, associates or principal-and-agent or any other formal or other legal corporate form or entity between Subcontractor and Combitech. Nor shall anything in the Agreement prevent a Party from supplying goods, products or services within the Party's respective business operations.

The Parties are independent companies and neither of the Parties shall enter into or be entitled to enter into any engagement or make any representations or warranty, legally or financially or otherwise bind, or in any other manner act in a legal capacity in the other Party's name.

## **28 ASSIGNMENT AND TRANSFER**

Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party.

## **29 NOTICES**

Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the addresses included in respective Purchase Order.

## **30 LAW AND JURISDICTION**

This Agreement is governed by, and shall be construed in accordance with Swedish law without reference to conflict of law principles.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The arbitration shall be conducted in Stockholm, Sweden, in the English language. The award shall be final and binding on the Parties.

Where the amount in dispute does not exceed EUR 100 000 the SCC's Rules for Expedited Arbitrations shall apply.

Where the amount in dispute exceeds EUR 100 000 the Arbitration Rules of the SCC shall apply. Where the amount in dispute exceeds EUR 100 000 but not EUR 1 000 000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 1 000 000 the Arbitral Tribunal shall be composed of three arbitrators.

## **31 SURVIVING CLAUSES**

Any terms and conditions that by its nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include but are not limited to clauses 13 and 19-22.