

# General Terms and Conditions

for the performance of Services and/or supply of Deliverables by

## RaadsenConsult

### 1. Definitions

Except in case otherwise explicitly agreed upon in writing, the following terms shall have the meanings as set out below:

“Agreement” shall mean a contract formed between the Customer and RaadsenConsult comprising our offers or quotations to you, any other relevant document agreed to, your purchase orders to us and our order confirmations to you together with these General Terms and Conditions.

“Customer” shall mean the person or company addressed in any relevant offer or quotation or identified as such in the Agreement.

“Deliverable(s)” shall mean the deliverable(s) to be provided by RaadsenConsult as defined in our offers or quotations to you or otherwise in the Agreement including, but not limited to Documentary Deliverable(s), Process Deliverable(s) and/or Software Deliverable(s)

“Development Services” shall mean our design and/or development efforts for a Deliverable which meets the preliminary Specifications as set out in our quotation.

“Documentary Deliverable(s)” shall mean any Deliverable(s) in the form of reports or other documentation (excluding Software Deliverables) submitted to you pursuant to the Agreement.

“Hardware Deliverable(s)” shall mean any Deliverable(s) in the form of three-dimensional objects (excluding Documentary Deliverables) submitted to you pursuant to the Agreement, such as but not limited to equipment or any part(s) thereof, but excluding any Software Deliverables, even if embedded.

“Intellectual Property Rights” shall mean patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, trade secrets, know-how and other proprietary rights, and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of the foregoing.

“Open Source Software” shall mean any software that is licensed under Open License Terms.

“Process Deliverable(s)” shall mean any Deliverable(s), explicitly described in our offer or quotation, in the form of (operating) principles or concepts created by us for you pursuant to the Agreement, including any modifications of existing processes or methods as well as related instructions, explanations, methodologies therefore, and demonstrations thereof.

“RaadsenConsult” shall mean the sole person company, registered under that name at Eindhoven, the Netherlands.

“Services” shall mean the services, including Development Services, to be provided by RaadsenConsult as defined in our offers or quotations to you or the Agreement.

“Software Deliverable(s)” shall mean any Deliverable(s), explicitly described in our offer or quotation, in the form of computer software, submitted to you pursuant to the Agreement.

“Specifications” shall mean the specifications as well as acceptance criteria regard to the Deliverables as specified the Agreement per Deliverable.

“us,” “we” and “our(s)” shall refer to RaadsenConsult unless otherwise clearly required by the context.

“Work Product(s)” shall mean, by way of example but without limitation, all software, reports, documents, memoranda, manuals, materials, slides, artwork, graphics, ideas, concepts and other work products created or developed by us in the course of providing Services and/or Deliverables hereunder, but excluding the Services and Deliverables themselves.

“you” and “your(s)” shall refer to Customer unless otherwise clearly required by the context.

## **2. Quotation and Agreement**

### **2.1 Applicability.**

These General Terms and Conditions, including the Definitions set out in Article 1, apply to and form an integral part of all our offers or quotations, your purchase orders to us and our order confirmations to you (“Customer”), each individually as well as when they form the Agreement for our performance of Services and/or supply of Deliverables.

### **2.2 Limitation.**

These General Terms and Conditions are not applicable to the secondment of employees by us to Customer or any other third parties.

### 2.3 Exclusive Application.

Acceptance of our offer or quotation includes acceptance of these General Terms and Conditions and no other terms and conditions (whether contained in any purchase order or otherwise) shall be binding on us unless they are explicitly agreed to in writing. Our offer or quotation is open for acceptance within the period stated therein or, when no period is stated, within thirty (30) days from the date of the offer or quotation, but any offer or quotation may be withdrawn or revoked by us at any time prior to the receipt by us of Customer's acceptance related thereto. Any order or quotation will only be binding after our written order confirmation which may be given by post, fax or e-mail.

### 2.4 Amendment.

Changes to the offer or quotation, including but not limited to the scope of work, whether prior or during the execution, need prior written approval from both parties.

### 2.5 Unsolicited and Deviating Orders.

If we receive any order from Customer for the performance of Services or the supply of (parts of) Deliverables and such order is not in response to an offer or quotation by us, or if we receive an order or acceptance by Customer which deviates from our offer or quotation, such order or acceptance, respectively, shall be deemed to be a request for an offer or quotation only.

## **3. Prices and Payment**

### 3.1 Currency.

All prices are in Euros or in the currency set forth in our offer or quotation and subsequent order confirmation. All prices are exclusive of any applicable value-added tax (VAT), sales tax or like kind taxes, fees, levies, imposts, duties, assessments, charges, customs duties or withholdings of whatever nature and based on an "Ex-works" (Incoterms 2000) delivery condition.

### 3.2 Net Prices and Expenses.

Prices apply to the Services and/or Deliverables offered or agreed to. Customer will pay us a net fee /price, as specified in the offer or quotation or relevant annex, plus prior agreed upon expenses to cover, amongst others, travelling, board and lodging as incurred by us or our agents, including but not limited to specific additional costs and expenses, such as costs of thirds, reporting support, books, more than three final reports etc. all as quoted prior to entering into the Agreement or subsequently agreed in writing.

### 3.3 Billing Basis.

Customer will be billed by us for Services for the hours spent at the prior agreed upon hourly rate (subject to revision at least once a year), or agreed

fixed fee, as specified in our offer or quotation. Deliverables will be billed as quoted by us.

#### 3.4 Invoices.

Invoices shall be submitted in accordance with our quotation or, if not specified, not more often than monthly and Customer will pay all invoices in accordance with our quotation or, if not specified, within 30 (thirty) days after the invoice date.

#### 3.5 Payment Default and Interest.

If Customer does not pay the amount due within the stipulated term, Customer will be automatically, without our notification being required, in default, and will owe interest over the outstanding balance at the official rate of interest set by the Dutch government from time to time (the "Official Rate"), payable on a monthly basis. Furthermore, Customer agrees to pay any costs, fees and expenses incurred in connection with the collection of the debt together with applicable interest. If Customer is in default, we will be entitled to suspend our Services and/or supply of Deliverables immediately, without prejudice to any other rights we may have. If we incur any exchange rate loss due to Customer's failure to pay when payments are due, we shall be entitled to full compensation from Customer for such losses.

#### 3.6 Non-Recurring Charges.

Payment by Customer of non-recurring charges, as may be made to us for special design, engineering or production materials required for our performance on orders deviating from our established activities, shall not convey title to either the design or special materials, and title shall remain in us.

#### 3.7 No Set-off.

Customer shall not set off, withhold or reduce any payment(s) by Customer to us.

### **4. Retention of Title**

Except for our Intellectual Property Rights and our Work Products, which shall remain ours at all times, Customer explicitly accepts that we shall retain title to the Deliverables until full payment has been received by us of all amounts due in accordance with the Agreement(s) between Customer and us under which the Deliverables are delivered to Customer and Customer agrees not to resell or distribute the Deliverables and shall take all measures to protect the Deliverables and to ensure that our title to the Deliverables is in no way prejudiced. Risk of damage, loss or destruction of the Deliverables shall pass to Customer upon our delivery of the Deliverables to Customer in accordance with the Ex-works delivery condition. Customer shall be obliged to insure the Deliverables at its own expense for the time they remain our property. If

Customer fails to make any payments to us when due, Customer shall, upon our first notice, return to us, at Customer's risk and expense, any Deliverables to which we have retained title as aforesaid.

## **5. Delivery and Acceptance**

### **5.1. Delivery.**

Delivery dates communicated or acknowledged by us are approximately only and we shall not be liable for, nor shall we be in breach of our obligations to Customer because of any delivery made within a reasonable time before or after the stated delivery date ("Delivery Date"). We agree to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by us on the condition that Customer provides all necessary order and forwarding information sufficiently prior to the requested delivery date. If however we are unable to deliver within the Delivery Date, and after being given a reasonable period of time, with a minimum of (30) days, to cure, Customer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement, provided that such cancellation is justifiable under the circumstances.

### **5.2. Acceptance.**

In case any specific acceptance procedure has been agreed, Customer agrees to execute such acceptance procedure with respect to the relevant Services and/or Deliverables within the period agreed or, if not specified, within a period of thirty (30) days after delivery thereof. Services and/or Deliverables will be deemed accepted unless rejected in writing within the said period.

## **6. Co-operation of Customer**

### **6.1 Customer Provided Information and Assistance.**

The quotation and the description of the Services and/or Deliverables are based on information provided by Customer. Customer undertakes that all elements (e.g. documents, tools and information data et cetera) necessary for us to provide the Services and/or Deliverables will be made available to us free of charge in a timely and appropriate fashion. Customer will make available such competent employees of its organization as are necessary to assist us in fulfilling our obligations under the Agreement. Customer will obtain if required by law or otherwise, all necessary approvals of the applicable consultative body(ies) in connection with the providing of Services and/or Deliverables. In case any or all of the above conditions are not, not properly or not timely complied with, or if we have to suspend Services and/or delay the delivery of Deliverables for reasons not attributable to our gross negligence or wilful misconduct, the period of completion set forth in the Agreement shall be automatically extended for such additional time as shall be necessary to deliver the Services and/or Deliverables and any and all additional costs resulting thereof shall be for Customer's account.

## 6.2 Customer Provided Facilities.

If so requested by us, Customer will make available to us, without charge, sufficient office space, including but not limited to telephone, facsimile and e-mail connection(s), tools (including applicable licenses), capacity for the performance of tests at such Customer locations as shall be necessary to facilitate the providing of Services and/or Deliverables.

## 6.3 Customer Provided Training.

If applicable, Customer will, free of charge, provide our personnel with adequate safety and other training and familiarize them with local procedures and house rules.

## 6.4 Customer Provided Supplies.

If parts and/or equipment ("Supplies") are made available by Customer, such Supplies shall be delivered by Customer in good time and in the required numbers. Return shipments of Supplies to Customer, if any, will be made in the same manner as the Deliverables.

## 6.5 Insurance for Customer Provided Supplies.

Any such Supplies shall be insured by Customer to cover risk of loss and possible damage to the health of our personnel and/or of our property. We will administer and care for the Supplies with the same level of care as with our own similar property.

## 6.6 Customer Personnel.

Any employees of Customer involved in the delivery of Services and/or Deliverables by us shall be reliable, adequately trained, experienced and skilled, and shall be made available in sufficient number and within the timetable set forth in the Agreement. As far as activities take place at our facilities, they shall perform their undertakings at Customer's own risk and expense.

## **7. Warranty**

### 7.1 Services Warranty and Remedy.

We warrant that the Services shall be executed by reliable, adequately trained, experienced and skilled employees in sufficient number as set forth in our quotation or offer. We will perform Services with the degree of care and skill ordinarily exercised by employees of our profession. In case of Development Services we will use commercially reasonable efforts to develop a Deliverable in a professional manner in accordance with our quotation or offer; however, Customer acknowledges that the results of Development Services to be performed are experimental in nature and therefore uncertain and cannot be warranted by us.

## 7.2 Software Deliverables, Process Deliverables and Documentary Deliverables Warranty.

The Software Deliverables, Process Deliverables and Documentary Deliverables provided by us are delivered to Customer on an “AS IS” basis, without warranty of any kind. Unless otherwise explicitly agreed to in writing, we do not warrant that any Software Deliverables or Work Products in the form of software supplied pursuant to the Agreement does not contain any Open Source Software.

## 7.3. Deliverable License.

Deliverables provided by us shall be subject to a license as set forth in Article 8.2.1, as the case may be.

## 7.4. No warranty for non-infringement.

We will not, and therefore it is Customer’s sole responsibility to, assess whether the Deliverable infringes third party Intellectual Property Rights, and the Customer explicitly accepts that, we will have no liability in this respect even if advised of the possibility of such infringement, or even if we have performed an Intellectual Property Rights scan on Customer’s request.

Subject to the exclusions and limitations set forth in section 10 of the terms and conditions, the foregoing states RaadsenConsult’s entire liability and obligation to Customer or its mediate or immediate customer’s and Customer’s sole and exclusive remedy with respect to breach of any warranty.

## **8. Intellectual Property Rights and License**

### 8.1 Intellectual Property Rights

#### 8.1.1 Customer Intellectual Property Rights.

Customer retains sole and exclusive ownership of any of its Intellectual Property Rights.

#### 8.1.2 RaadsenConsult’s Intellectual Property Rights.

RaadsenConsult retains sole and exclusive ownership of any of its Intellectual Property Rights.

#### 8.1.3 New Intellectual Property Rights.

All Intellectual Property Rights generated as a result of creating the Work Products and/or the Deliverables and/or providing the Services shall vest in RaadsenConsult. Customer agrees to take no action inconsistent with such ownership.

### 8.2 License

#### 8.2.1 License for Work Products and Deliverables.

Subject to Customer’s fulfilment of all of its obligations under the Agreement and subject to any prior commitments to third parties as well as to what is stipulated in Article 8.2.5 hereof, Customer shall have a perpetual, non-exclusive, world-wide, non-transferable, royalty-free and fully paid-up license

under RaadsenConsult's Intellectual Property Rights to use Work Products, Process Deliverables, Software Deliverables and Documentary Deliverables in Customer's business, provided however that such Work Products and such Deliverables are to be used only by Customer's employees, and Customer may not reproduce, distribute, rent, communicate to the public, assign, transfer, lease or sublicense any of such Work Products and such Deliverables to any other person or entity without our prior written consent of RaadsenConsult.

#### **8.2.2 Offer of License for Copying and Distributing Software Deliverables.**

RaadsenConsult is prepared to grant on reasonable terms and conditions to Customer, subject to any prior commitments to third parties as well as to what is stipulated in Article 8.2.9 hereof, a perpetual, non-exclusive, world-wide, non-transferable, royalty-bearing license under its Intellectual Property Rights to make and distribute copies of Software Deliverables.

#### **8.2.3 Open Source Limitation on all Licenses.**

Customer warrants that it shall not perform any actions with regard to any software licensed by us to you in a manner that would require the licensed software or any derivative work thereof to be licensed under Open License Terms. These actions include but are not limited to:

- i) combining the Licensed Software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or
- ii) using Open Source Software to create a derivative work of the Licensed Software.

#### **8.2.4 Customer's Covenant Concerning Software.**

Customer shall in no event, except as pursuant to the above mentioned license or unless and only to the extent permitted by mandatory law applicable to the Agreement: (a) modify, adapt, alter, translate, or create derivative works from, any software provided by us; (b) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software; (c) merge or incorporate such software with or into any other software; or (d) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from us. Customer shall reproduce, without any amendments or changes thereto, any proprietary rights legends of us and/or our Affiliates or our third party suppliers in any software or documentation provided by us.

## **9. Indemnification**

Customer shall indemnify and hold us, RaadsenConsult and its affiliates harmless against all fines, losses, damages, costs and expenses, whether directly or indirectly arising from a claim brought by a third party against us in connection with Customer's breach of any of its warranties, our performance under the Agreement, the supply of the Deliverable or the infringement of third party intellectual property rights, except where such third party's claim arises from our gross negligence or wilful misconduct, together with the actual costs and expenses incurred by us in connection with such a claim by such third

party, provided that we will give Customer full authority to, at the option of Customer, settle or defend such claim, suit or proceeding and all reasonable co-operation and assistance in case Customer decides to defend such a claim, suit or proceeding and provided further that we will refrain from any activity that can jeopardize or harm the defence of any such claim made by a third party.

## **10. Disclaimer, claims and Limitation of Liability**

### **10.1 Disclaimer.**

Except as expressly set forth in this agreement, and to the fullest extent permitted by law, we expressly disclaim all other conditions, representations or warranties express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights arising from the services and/or supply of deliverables. No oral or written information or advice given RaadsenConsult or its affiliates, agents or its employees, shall create any warranty. This disclaimer of warranty constitutes an essential part of these general terms and conditions (and agreement).

Deliverables and Work Products are explicitly not fit for, and Customer indemnifies us against any claim or suit arising out of, use in equipment or applications where malfunction of such Deliverable can reasonably be expected to result in death or a personal injury.

### **10.2 Consequential and other Special Damages Excluded.**

In no event shall RaadsenConsult be liable for direct, indirect, incidental, special, punitive or consequential damages, which includes without limitation loss of profit, loss of turnover, loss of goodwill, loss of reputation, by either you or any of your customers or partners, even if advised of the possibility of such damages. These limitations are separate, essential terms of this Agreement and effective upon the failure of any remedy, exclusive or not. In the event this limitation of damages, or any part thereof, is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing the amount of possible damages of the nature sought to be limited above, all our liability to Customer for such damages shall be limited to a maximum of twenty per cent (20%) of the total price of the Services performed or Deliverables supplied under the Agreement during the preceding twelve months period, as liquidated damages and not as a penalty.

### **10.3 General Limitation.**

No claim or recovery of any kind of loss or damage brought against us under the Agreement shall in the aggregate be greater in amount than the total price of the Services performed or Deliverables supplied under the Agreement during the preceding twelve months period. Customer shall indemnify us for any claims or recoveries of any kind of loss or damage over and above said total price.

#### 10.4. Claims

Any Customer's claim for damages must be brought by Customer within thirty (30) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed in conflict with the preceding sentence are null and void.

### **11. Confidential Information**

#### 11.1 Use of Confidential Information.

Neither Customer nor we shall use, employ or disclose Confidential Information (as defined hereinafter) received from the other whether orally, in writing, by demonstration or otherwise, except as is necessary to implement the Agreement, unless and to the extent the receiving party can prove by written record that:

- (a) it already had knowledge of such information prior to disclosure; or
- (b) the information was already or becomes publicly known through no fault of the receiving party; or
- (c) information identical to the disclosed information was already in its possession or was subsequently lawfully obtained without restrictions to the use from a third party who is free to disclose the same; or
- (d) is subsequently independently developed by the receiving party without the use of the disclosed information.

#### 11.2 Confidential Information Defined.

Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to the disclosing party's products, services, software, research, development, trade secrets, marketing and business plans, strategies, customers, management and personnel.

#### 11.3 Mandatory Disclosure.

In the event the receiving party receives a subpoena or court order to disclose any Confidential Information, the receiving party shall deliver prompt written notice to the disclosing party and shall cooperate with the disclosing party in its attempts to obtain a protective order or other similar protection for the Confidential Information.

#### 11.4 Term.

The provisions of this Article 11 shall retroactively be in full force and effect from the date first contacts were established with respect to the subject matter of the Agreement and shall remain in full force and effect during the duration of the Agreement and five (5) years thereafter.

## **12. Termination**

### **12.1 Term and Termination.**

The Agreement will remain in force until the completion of the Services and/or Deliverables or for the term as specified in the Agreement, if any. If the Agreement has been entered into for an indefinite period, we may terminate the Agreement by giving three months written notice to Customer, unless otherwise explicitly agreed to in writing. In the event of such termination or expiration, we will not owe you any compensation.

### **12.2 Termination for Default.**

Any party may terminate the Agreement, after having sent a written notice of default that is reasonably adequately and sufficiently detailed as to identify the nature of the default and that sets a reasonable time period with a minimum of thirty (30) days by which the default must be remedied, if the other party fails to comply with its material obligations under the Agreement without adequate excuse.

### **12.3 Termination for Bankruptcy.**

Any party may give the other party written notification of the immediate termination of the Agreement, wholly or partly, without the requirement for notice of default or intervention of the Court, in the event of the following:

- (a) if the other party has been granted suspension of payments, whether provisionally or not;
- (b) if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days;
- (c) if the other party files for bankruptcy itself; or
- (d) if the other party's enterprise is dissolved or terminated, except for the purpose of a merger with or absorption by another company.

### **12.4 Termination for Convenience.**

Upon our approval, Customer may terminate the Agreement for convenience and we shall stop as soon as reasonably possible the execution of the Agreement. Upon termination for convenience Customer shall pay us:

- (a) all outstanding invoices for Services and/or Deliverables provided until the termination; and
- (b) costs incurred by us due to the early termination by Customer; and
- (c) 10 (ten) % of the remaining part of the amount Customer would have been invoiced if the Agreement would have been executed in full.

## **13. Effects of Termination**

### **13.1 Partial Performance.**

If at the time of the termination or expiration of the Agreement, Customer has received the benefit of any part of the performance of the Agreement, Customer will not be entitled to undo the performance and to not comply with the relevant payment obligations, except where we may be in default with

respect to the performance. We shall be entitled to issue prorated invoices for partial performance where appropriate. Amounts invoiced by us for Services and/or Deliverables delivered or carried out under the Agreement before the termination or expiration will remain due and in full effect, subject to the stipulations described in the previous sentence, and will become immediately payable upon termination or expiration.

### 13.2 Suspension of Work.

If we may reasonably make the assumption that Customer has failed, will fail, enters in a position in which it is likely that it will fail to comply with its payment obligations, we will be entitled to suspend our obligations and to set further requirements as security for the amount that it is due and future payment obligations.

### 13.3 Return of Confidential Information.

Immediately following the termination or expiration of the Agreement, upon request either party will return all media containing Confidential Information and will make no further use thereof.

### 13.4 Survival.

In the event of cancellation, termination or expiration of any Agreement the terms and conditions destined to survive such cancellation, termination or expiration, which shall include without limitation Articles 7, 9, 9, 11, 14, and 17 shall survive.

## 14. **Force Majeure**

### 14.1 Performance Prevented.

Neither party will be bound to comply with any obligation if the party is prevented from doing so through Force Majeure. The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond our reasonable control - whether or not foreseeable at the time of the offer or quotation, confirmation or agreement – as a result of which we cannot reasonably be required to execute our obligations. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, insurrections, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labour, materials or components.

### 14.2 Termination Option.

If the force majeure has lasted for more than sixty days, either party will be entitled to terminate the Agreement in whole or in part by written notification, without prejudice to our right to compensation for what has already been performed under the Agreement.

## **15. Assignment**

Customer acknowledges and agrees that we may delegate and/or formally assign all or part of our rights and obligations pursuant to the Agreement to any other RaadsenConsult affiliate or to any third party to which it has outsourced the performance of its activities in whole or in part.

## **16. Export Control**

Customer warrants that it will not deal with the Deliverables in violation of any applicable export or import control laws and regulations.

## **17. Applicable Law, Dispute Resolution and Reformation**

### **17.1 Choice of Law.**

The law of The Netherlands governs these General Terms and Conditions and the Agreement of which they are a part.

### **17.2 Exclusion.**

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### **17.3 Mediation**

In case of a dispute of a solely technical nature, the parties shall first consider, but are not obliged, to submit such dispute to mediation by a mutually-acceptable, certified institute able to resolve the dispute. In such case, the parties agree that the decision of such institute shall be final and binding with respect to such dispute. Each party shall bear its own costs with respect to such mediation, except costs of the institute, which shall be equally divided between the parties.

### **17.4 Choice of Forum.**

Unless the dispute has been resolved through mediation in accordance with the said Rules, the competent court in 's-Hertogenbosch, the Netherlands will have sole jurisdiction over and finally settle the dispute.

### **17.5 Invalidity and Reformation.**

If any of the conditions in these General Terms and Conditions are null and void or become nullified, the remaining conditions will remain in full force. In this event, Customer agrees to commence consultations upon our request and to agree to new conditions which reform and replace the null and void or nullified conditions which have as nearly as possible the same meaning and objective as the null and void or nullified conditions.

## 18. No License

Customer acknowledges and agrees that nothing contained in these General Terms and Conditions shall be construed as granting to Customer any license, immunity or other right under RaadsenConsult's Intellectual Property Rights, either directly or by implication, estoppel, operation of law or otherwise, except as expressly set forth in Article 8.2 hereof.

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