

15. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations hereunder by reason of any cause whatsoever beyond its reasonable control (including without limitation trade dispute; fire, flood or act of god; armed conflict; equipment or supply difficulties; any rule or action of any public authority; transportation delays; refusal or delay in granting any necessary licence or permit; or any repudiatory event by the Purchaser). In such circumstances it may terminate the Contract whereupon the Purchaser shall pay a sum equal to the costs to the Company of performing the Contract and the Company's liability shall be limited to repayment of any sums paid in respect of undelivered Goods or unperformed Services less such costs.

16. USE OF GOODS AND SAFETY

16.1. The Purchaser shall:

- (a) procure that the Goods (including any goods the subject of services) are used only for the purposes and in the manner for which they were designed and supplied; that all persons likely to use or come into contact with the Goods receive appropriate training and copies of applicable literature supplied by the Company; that all third parties who use or may be affected by or rely upon the Goods are given full and clear warning of any hazards (both patent and latent) associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with. Any warning notices displayed on the Goods must not be removed or obscured; the Purchaser shall procure that any third party to whom the Goods are supplied agrees not to remove or obscure such warning notices and shall take such steps as are reasonable to enforce such agreement;
- (b) promptly comply with any safety recommendation made to it in respect of the Goods (including recall of them) and shall procure compliance by all relevant persons and shall pay the Company's reasonable charges for additional or replacement parts (including installation costs) supplied by the Company for this purpose;
- (c) maintain and make available to the Company all records necessary to enable Goods to be traced to their ultimate buyer or user;
- (d) indemnify the Company against any liability in relation to any breach of the Purchaser's obligations under this Section 16.1.

17. PURCHASERS EQUIPMENT AND OTHER ITEMS

17.1. The Company shall not be liable for any defect, wastage or other loss whatsoever in, of or arising from equipment, hardware or software or other items (in this Section, "equipment") supplied or made available to the Company by the Purchaser, which equipment shall be held, worked on and used at the Purchaser's risk. Quantities of equipment supplied by the Purchaser shall allow for normal spoilage and fair wear and tear.

17.2. The Company shall not be responsible for any loss, damage, cost or expense arising from, or from any defect, mistake or inaccuracy in any equipment specified or supplied by the Purchaser. Any loss, damage, cost or expense arising therefrom shall be for the sole account of the Purchaser who shall indemnify the Company accordingly.

17.3. The Company's liability for equipment specified or provided to the Company by the Purchaser or otherwise held or worked on by the Company on behalf of the Purchaser shall be limited to the lesser of the basic raw material cost of the equipment or an independent external valuation of such equipment.

17.4. Prior to its delivery to the Company or to the Company being granted access to it the Purchaser shall notify the Company of the nature of any equipment to be held or worked on by the Company under the Contract, shall provide adequate warnings and instructions where such equipment is or may be hazardous to safety and shall ensure that it complies with any requirements or descriptions of or in the Contract.

17.5. The Purchaser shall indemnify the Company for any liability in relation to such equipment which could not have been prevented by the Company acting in accordance with the Purchaser's reasonable written instructions and was not caused by the negligence or willful default of the Company or its employees.

17.6. The Purchaser shall indemnify the Company against any liability in relation to the contamination, damage or loss (due to contact with any radioactive, chemical or other hazardous materials or by the negligence of the Purchaser or its representatives) of any instruments, components, parts or materials brought by the Company to the Purchaser's premises for the purposes of performance of the Contract.

18. GENERAL

18.1. The Purchaser shall indemnify the Company against all liability in relation to any specification, design, information or component which the Purchaser has supplied or arranged for the supply to the Company and warrants that the use of such specifications, designs, information or components will not infringe the rights of any third party.

18.2. No indulgence, forbearance, partial exercise of any right or remedy or previous waiver shall prejudice any rights or remedies. Remedies shall be cumulative and no choice of remedy shall preclude any other remedy.

18.3. The Purchaser shall not assign, mortgage, charge, sub-let or otherwise dispose of the Contract or any rights thereunder in whole or in part.

18.4. After termination (howsoever caused) or cancellation, Sections 3.2, 4, 10, 14, 16 and 18 shall continue in full effect.

18.5. This Contract and any disputes between the Purchaser and the Company relating to the subject matter of this Contract shall be governed by and construed in accordance with the laws of the State of Massachusetts, excluding: (i) its conflicts of laws principles that would apply the laws of any other jurisdiction; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

18.6. The Company and the Purchaser each hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Massachusetts. The Purchaser hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding relating to this Agreement in Massachusetts and further irrevocably waives any claim that Massachusetts is not a convenient forum for any such suit, action or proceeding.