General Conditions for the Supply by Supplier of Goods and/or Services

1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the following terms shall have the following meanings: "**Agreement**" means the agreement between ASTRI and Supplier for the supply by Supplier of the Goods and/or Services mentioned in the PO.

"**Associate"** means in relation to any person: (i) a Relative or partner of that person; or (ii) a company one or more of whose Directors is in common with one or more of the Directors of that person.

"**Associated Person**" means in relation to another person: (i) any person who has Control, directly or indirectly, over the other; (ii) any person who is Controlled, directly or indirectly, by the other; or (iii) any person who is Controlled by, or has Control over, a person set out in (i) or (ii) above.

"**ASTRI**" means Hong Kong Applied Science and Technology Research Institute Company Limited, whose registered office is situated at 5th Floor, Photonics Centre, 2 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong.

"**Control**" means in relation to another person the power of a person to secure: (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; (ii) by virtue of powers conferred by any constitution, articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or (iii) by virtue of holding office as a Director in that or any other person; that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.

"**Delivery Site**" means the delivery site as specified by ASTRI, whether in the PO or otherwise, for the delivery of the Goods.

"**Director**" means any person occupying the position of a director by whatever name called and includes a de facto or shadow director.

"**Force Majeure Event**" means, with respect to a Party, any supervening event outside of such Party's reasonable control which substantially prevents such Party from performing its obligations under this Agreement, including any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, riot, any kind of war, acts of terrorism (which has direct impact on the performance of the duties and obligations of a Party) or of the public enemy, power outage, or acts of God; provided that for the avoidance of doubt, the Force Majeure Event shall not include: (i) any inability to pay amounts due; and (ii) any Force Majeure Event caused or contributed to by a Party, its employees, agents and subcontractors. "**Goods**" means both tangible and intangible goods (including software and related documentation) as specified by ASTRI to be supplied by Supplier in accordance with this Agreement.

"**Government Authority**" means any government or governmental department, a governmental, semi-government or judicial person or a person charged with the administration of any applicable law.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Intellectual Property Rights"** means patents, inventions (whether patentable or not), trademarks, service marks, logos, trade names, domain names, design rights, rights in know-how, confidential information, trade secrets, copyrights, moral rights and any other intellectual property or proprietary rights (including rights in computer software), in each case whether registered or unregistered and including applications for the registration or grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licences in relation to any such right.

"**Party**" means either ASRTI or Supplier and **"Parties"** means ASTRI and Supplier. "**PO**" means the purchase order in writing issued by ASTRI to Supplier.

"**Price**" means the price payable by ASTRI to Supplier for the provision of the Goods and/or Services under this Agreement and as specified by ASTRI in the PO (as amended by the Parties from time to time). "**Relative**" means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such as relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

"**Requirements**" means, in relation to the Goods and/or Services, ASTRI's requirements as set out in the PO (as amended by ASTRI from time to time).

"**Services**" means the services specified by ASTRI in the PO to be provided by Supplier in accordance with this Agreement.

"**Special Conditions**" means the special conditions specified by ASTRI which are applicable to this Agreement.

"Supplier" means the supplier to whom the PO is issued, whose name and registered office address is set out in the PO.

1.2 In this Agreement, unless the context otherwise requires: (i) the singular includes the plural and vice versa; (ii) the word person includes a body corporate, an unincorporated association or an authority; (iii) a reference to a Party includes its successors and permitted assigns; (iv) a reference to a document, includes any amendment, replacement or novation of it; (v) a reference to a Clause or Schedule is a reference to a Clause of and Schedule to this Agreement and a reference to this Agreement includes the Schedule; (vi) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; (vii) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; (viii) the headings are for convenience only and do not affect the interpretation of this Agreement; and (ix) the words "includes" and "including" are to be construed without limitation.
1.3 If there is any inconsistency between the Special Conditions, General Conditions and the PO, the inconsistency will be resolved in the following descending order of precedence: (i) the Special Conditions (if any); (ii) the General Conditions; and (iii) the PO.

2. Acceptance of PO

2.1. These General Conditions, the Special Conditions (if any) and the relevant PO issued by ASTRI set forth the terms of ASTRI's offer to Supplier.

2.2 When Supplier accepts ASTRI's offer, either by acknowledgement in writing, delivery of any Goods and/or commencement of performance of any Services, a binding Agreement comprising the Special Conditions (if applicable), the General Conditions and the terms and conditions of the PO will be formed. Any unilateral amendment or variation of the Special Conditions, General Conditions and the PO by Supplier shall have no legal effect.

2.3 ASTRI is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or any other documents used by Supplier. Any course of performance or dealing between the Parties and trade custom shall not apply to this Agreement.

3. Price

3.1 Unless otherwise agreed by ASTRI, the Price agreed by the Parties is a fixed price which includes all fees, charges, costs, fees, expenses of Supplier (including all the expenses for insurance, packaging, transportation and delivery of the Goods) and all applicable tax for the provision of the Goods and/or Services by Supplier under this Agreement.

3.2 Supplier will be responsible for all new or additional taxes, duties, imposts, levies, deductions, withholdings and government charges arising out of or in connection with this Agreement.

3.3 Supplier shall ensure its full compliance with any prevailing tax laws and regulations and/or foreign exchange laws and regulations in the provision of the Goods and/or Services to ASTRI under this Agreement. ASTRI shall have the right to claim for all losses and damages from Supplier for any loss or damage suffered by ASTRI as a result of Supplier's non-compliance with such tax laws and/or foreign exchange laws.

4. Delivery of Goods

4.1 Unless otherwise agreed in writing, all Goods shall be delivered in accordance with the delivery Requirements to the Delivery Site.

4.2 Delivery of the Goods shall be deemed completed at the moment receipt has been acknowledged by ASTRI in writing but this shall not constitute acceptance of the Goods.

4.3 Supplier shall, concurrently with the delivery of the Goods, provide ASTRI with copies of all applicable licenses (if applicable and required by ASTRI). Each delivery of Goods to ASTRI shall include a packing list which contains at least the applicable PO number, the description and quantity of the Goods shipped and the date of shipment. Each package of Goods shipped shall be externally labeled to indicate the description and quantity of the Goods contained therein.

4.4 Supplier shall make no partial delivery or any delivery before the agreed delivery date(s). ASTRI reserves the right to: (i) reject the delivery of Goods and return the same at Supplier's risk and expense if Supplier defaults in the manner and/or time of delivery; and (ii) purchase the Goods elsewhere and claim Supplier for all losses and damages arising therefrom.

4.5 ASTRI shall not be liable for any costs and expenses incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to the delivery in accordance with this Agreement.

4.6 Supplier is responsible, at its own cost and expense, for the insurance, packaging, transportation and delivery of the Goods to the Delivery Site. Supplier shall ensure that the Goods delivered at the Delivery Site shall be in good working condition without any loss, damage and defect. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and ASTRI's Requirements to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for ASTRI.

4.7 Supplier shall be responsible for any loss and damage due to its failure to properly preserve, package, handle, pack and deliver the Goods. ASTRI shall not be required to assert any claims for such loss or damage against the common carrier involved.

5. Requirements for Goods and/Services

5.1 The Goods and/or Services shall be provided by Supplier in accordance with all applicable law and shall conform in all respects to ASTRI's Requirements.

5.2 Upon request by ASTRI, Supplier shall furnish ASTRI with written evidence or certificate to the satisfaction of ASTRI indicating that the ordered Goods have been subjected to tests normally carried out for the type of the Goods ordered or such other tests as ASTRI may specify or require.

5.3 Supplier shall perform the Services in a timely and professional manner to the highest level of skill and care generally observed in the industry for similar services, using the proper materials and employing sufficiently qualified staff.

5.4 Supplier shall be fully liable for any and all third parties (including its agents and subcontractors) with which it has contracted in connection with the Services.

5.5 Only written confirmation by ASTRI shall constitute the acceptance of the Services performed.

6. Inspection and Rejection

6.1 Inspection of or payment for the Goods by ASTRI shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by ASTRI shall not release Supplier from any of its obligations, representations or warranties under this Agreement.

6.2 ASTRI may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by ASTRI is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of ASTRI's inspection personnel.

6.3 If ASTRI does not accept any of the Goods and/or Services, ASTRI shall promptly notify Supplier of such rejection, and Clauses 6.5 to 6.7 shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from ASTRI at its own cost and expense or shall promptly re-perform the Services in accordance with ASTRI's instructions. If Supplier does not collect the Goods within such two (2) weeks period, ASTRI is entitled to have the Goods delivered to Supplier at Supplier's cost and expense, or with the Supplier's prior consent destroy the Goods, without prejudice to any other rights or remedies ASTRI may have under this Agreement, at law or in equity.

6.4 If, as a result of sampling inspection, any part of a lot or shipment of like or similar items is found not to be in conformity with this Agreement, ASTRI is entitled to: (i) reject and return the entire shipment or lot without further inspection; or (ii) at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost and expense of such inspection.

6.5 If any Goods and/or Services provided by Supplier are defective or otherwise not in conformity with the requirements of this Agreement, ASTRI shall notify Supplier and is entitled to, without prejudice to any other right or remedy available to it under this Agreement, at law or in equity, at its sole discretion:

(i) claim a full refund of the Price paid by ASTRI for the Goods and/or Services under this Agreement;

(ii) require Supplier promptly to: (a) remedy the non-conformance; (b) replace the nonconforming Goods with Goods meeting the Requirements as soon as possible; and (c) re-perform the Services that meet the Requirements as soon as possible; or

(iii) purchase the nonconforming, defective, lost or damaged Goods elsewhere and claim Supplier for the loss and damage resulting therefrom; and/or

(iv) engage any third party to provide the Services (in whole or in part) and claim Supplier for the loss and damage resulting therefrom.

6.6 Supplier shall bear all the cost and expense of: (i) repair, replacement, transportation and delivery of the nonconforming Goods; and (ii) re-performing the Services to the satisfaction of ASTRI. Supplier shall reimburse ASTRI in respect of all costs and expenses (including inspection, handling and storage costs and expenses) reasonably incurred by ASTRI in connection therewith.

6.7 Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof by ASTRI to Supplier in accordance with this Clause.

7. Title and Risk

7.1 Title in the Goods shall pass to ASTRI on payment by ASTRI for the Goods.

7.2 Supplier will be responsible for all loss or damage of the Goods arising prior to the delivery in accordance with this Agreement and will, subject as otherwise agreed with ASTRI, be liable to replace all lost or damaged Goods or any short shipment without delay.

7.3 ASTRI will, in its sole discretion, arrange for the Goods to be surveyed in their packaged condition as soon as practicable after receipt and due note will be made of all loss, damage or short shipment or possible any loss, damage or short shipment.

7.4 ASTRI shall be allowed a reasonable period of time after receipt of the Goods to open up packaging and to conduct a thorough inspection in respect of damage, loss or short shipment.

7.5 In the event that the Goods and/or any item is not accepted by ASTRI in accordance with the acceptance procedures, ASTRI shall, without prejudice to any other rights or remedies ASTRI may have, at its option reassign to Supplier, and Supplier shall reacquire from ASTRI, title to and risk in any items specified by ASTRI which has not been accepted.

8. Supplier's Warranties

8.1 Supplier warrants and represents to ASTRI that:

(i) the Goods sold by Supplier shall conform in all respects to the quantity, quality, description of the Goods as detailed in the PO;

(ii) the Goods shall conform in all respects to the Requirements (including the description, quantity and the standards of quality and performance). If no such standards are stipulated in the Requirements, Supplier warrants that the Goods shall conform to such standards as are generally accepted to be of the highest standard for similar goods;

(iii) it has good title to the Goods and the Goods are free from encumbrances;

(iv) the Goods shall be manufactured using only the best quality materials suitable for the intended use coupled with good quality workmanship under supervision of competent technical and other personnel;

(v) the Goods shall comply with the standards requirement (if any) issued by the Government Authority in Hong Kong;

(vi) for Goods which are electrical products, they shall comply with the Electrical Products (Safety) Regulations of the Electricity Ordinance (Cap. 406, the Laws of Hong Kong) and the Supplier shall before the dispatch of the Goods for shipment and for each model of electrical products under this Agreement, a certified true copy of valid certificate(s) of safety compliance in accordance with the said regulation; (vii)the provision of the Goods and/or Services and performance of any other obligations by Supplier under this Agreement do not and shall not violate any applicable law, any third party Intellectual Property Rights, or any contracts which Supplier has entered into with any third parties; and

(viii) where ownership, copyright or other Intellectual Property Rights in the software, software documentation, release or upgrade belong to any third party, it has obtained and procured all necessary consents, approvals and licences for the use of the same contemplated under this Agreement in respect of the same throughout the world.

8.2 The Supplier's warranties under Clause 8.1 shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which ASTRI may have or obtain, and such warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods and/or provision of the Services, and shall extend to ASTRI and its customers. Acceptance of, or payment for, all or any part of the Goods or Services furnished under this Agreement shall not be deemed to be a waiver of ASTRI's right to cancel or return or reject all or any part thereof because of failure to conform to PO or Requirements or by reason of defects, latent or otherwise, or other breach of this Agreement or warranties, or to make any claim for losses and damages (including manufacturing costs and loss of profits or other special damages occasioned to ASTRI).

8.3 The Supplier further warrants and represents to ASTRI that: (i) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation with power and capacity to enter into this Agreement and to perform the same in accordance with its terms; and (ii) it shall comply with all applicable laws and the regulatory requirements of the government authorities in performing its duties and obligations under this Agreement, including the Law of the PRC on Safeguarding National Security in the HKSAR.

8.4 The cost to Supplier arising out of its compliance with this Clause shall be included in the Price payable by ASTRI to Supplier under this Agreement.

9. Payment

9.1 Supplier shall send to ASTRI invoices and such other documentation requested by ASTRI (including bills of lading, shipping documents, customs forms, export licences and permits, country of original statements, packing lists, delivery acknowledgement and any other documentation reasonably required by ASTRI for payment).

9.2 Unless expressly specified in the PO, all payment made by ASTRI for the Goods and/or Services to Supplier shall be in Hong Kong Dollars and shall, subject to Clauses 9.3 and 9.4, be paid within thirty (30) days of the receipt by ASTRI of the relevant invoice.

9.3 If ASTRI disputes any invoices, it shall notify Supplier in writing of such dispute and shall be entitled to withhold payment to Supplier regarding the disputed amount. Upon receipt of the dispute notice sent by ASTRI, the Parties shall use all reasonable endeavours to resolve the dispute as soon as reasonably practicable.

9.4 Without prejudice to any other rights, powers and remedies ASTRI may have under this Agreement, at law, in equity or otherwise, ASTRI is entitled to withhold payment, set off and deduct any amount from the Price that Supplier owes ASTRI whether under this Agreement or otherwise.

10. Suspension and Termination

10.1 Without prejudice to any rights and remedies ASTRI may have under this Agreement, ASTRI shall have the right to suspend (in whole or in part) or terminate this Agreement (in whole or in part) and/or any PO with immediate effect by serving Supplier notice in writing if:

(i) Supplier commits any material breach of any term of this Agreement (in the case of a breach capable of being remedied) and that breach is not remedied within fourteen (14) days after notice to do so has been served on Supplier;

(ii) Supplier shall have a receiver or a administrative receiver appointed or shall pass a resolution for winding-up (other than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Supplier shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

10.2 The suspension or termination of this Agreement shall not prejudice or affect any right or remedy which will have accrued or will thereafter accrue to either Party before the date of suspension or termination.

11. Limitation of Liability and Indemnity

11.1 Nothing in this Agreement shall limit or exclude:

(i) a Party's liability for death or personal injury resulting from the negligence of a Party, its employees, agents or contractors while acting in the course of their employment or engagement (as the case may be); or

(ii) a Party's fraud or any other liabilities to the extent that it cannot be limited or excluded by law.

11.2 Notwithstanding any other provisions of this Agreement and to the extent permitted by law, ASTRI shall not be liable to Supplier for any indirect, special, consequential, collateral, incidental or punitive losses or damages including loss of business, revenue, profit, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, claims of third parties and all associated and incidental costs and expenses.

11.3 Subject to Clauses 11.1 and 11.2 and to such extent permissible by law, the aggregate liability of ASTRI to Supplier for all liabilities arising by reason of or in connection with this Agreement and regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise) is limited to the aggregate of the Price paid by ASTRI to Supplier under this Agreement.

11.4 Supplier shall indemnify and hold harmless ASTRI, its agents, employees and anyone using the Goods and/or Services from and against all suits, actions, proceedings, claims (including any claim of any third party's Intellectual Property Rights), demands, losses, damages, judgments, interest, attorneys' fees, fines, costs and expenses of whatsoever kind or nature and any other liabilities, whether arising before or after completion of the delivery of the Goods or performance of the Services under this Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods and/or Services provided by Supplier to ASTRI under this Agreement.

12. Force Majeure

12.1 Notwithstanding any other provision of this Agreement, a Party will not be liable for any failure to fulfil an obligation under this Agreement if such a fulfilment is delayed, prevented, restricted or interfered with for any reason as a result of a Force Majeure Event provided that:

(i) the Party has promptly notified the other Party of the Force Majeure Event setting out the details of the Force Majeure Event and an estimate of the extent and duration of its inability to perform; and

(ii) the Party has used its reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement in any other way practicable.

12.2 If a delay or failure to perform a Party's obligations due to a Force Majeure Event continues consecutively for ninety (90) days or more, the other Party may immediately terminate this Agreement on notice to the first Party, but only if it has otherwise complied with the provisions of this Agreement.

13 Confidentiality

13.1. Supplier shall treat all information provided by or on behalf of ASTRI under this Agreement as confidential. All such information shall be used by Supplier only for the purposes of this Agreement. Supplier shall protect ASTRI's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of ASTRI and Supplier shall, upon ASTRI's demand, promptly destroy or return to ASTRI all such information and shall not retain any copy thereof.

13.2. The existence and the contents of this Agreement shall be treated as confidential by Supplier.

14. Assignment

14.1 Supplier shall not assign, sub-contract, transfer or otherwise dispose of any or all of its rights, duties and obligations under this Agreement, without the prior written consent of ASTRI, which consent shall not be unreasonably delayed or withheld.

14.2 ASTRI shall have the rights to assign, novate, transfer, convey, license or otherwise dispose of any or all of its rights, duties or obligations under this Agreement.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Parties shall submit to the non-exclusive jurisdiction of Hong Kong courts.

16. Probity

16.1 Supplier shall prohibit its Directors, employees, agents and sub-contractors who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201, the Laws of Hong Kong).

16.2 The Supplier shall inform its Directors, officers, employees, agents and sub-contractors that the offering, soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201)) is not permitted. The Supplier shall also caution its directors, officers, employees (whether permanent or temporary), agents and sub-contractors against offering, soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to this Agreement or the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors

16.3 The Supplier shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure that its Directors, officers, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not solicit or accept any advantages or hospitality when conducting business in connection with this Agreement.

16.4 Without prejudice to any other rights and remedies of ASTRI under this Agreement or otherwise, ASTRI is entitled to terminate this Agreement and any other contracts or agreements between Supplier and ASTRI immediately without compensation to Supplier if Supplier or any of its Directors, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201, the Laws of Hong Kong) in connection with this Agreement and Supplier shall indemnify ASTRI fully against any losses, damages, costs and expenses suffered or incurred by ASTRI arising therefrom.

17. Conflict of Interest

17.1 Supplier shall during the term of this Agreement and for three (3) months thereafter:

(i) ensure that it (including each and every employee of Supplier) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective Associates and Associated Persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Agreement) which conflicts or which may be seen to conflict with Supplier's duties or obligations under this Agreement without the prior written approval of ASTRI (which approval shall not be unreasonably refused or delayed); and

(ii) forthwith notify ASTRI in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of Supplier or any of Supplier's sub-contractors or any of their respective employees, officers and agents deployed for the performance of Supplier's obligations hereunder or their respective Associates or Associated Persons, conflict or compete, or may be seen to conflict or compete, with Supplier's duties or obligations under this Agreement.

17.2 Supplier shall ensure that each of its Associates and Associated Persons, each of its sub contractors and each of their respective employees, officers and agents deployed in the performance of Supplier's obligations hereunder and their respective Associates and Associated Persons shall keep themselves informed and inform Supplier and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with Supplier's obligations under this Agreement.

18. Notice

Any notices, waivers, consents and other communications (collectively, "Communication") in connection with this Agreement shall be in writing and shall be sent to the registered office address of the other Party. The Communication is deemed given and received: (i) if delivered by hand, when it is delivered; (ii) when given or made by letter, three (3) days after posting from a place within Hong Kong (or seven (7) days after posting from a place outside of Hong Kong), if properly addressed with postage prepaid, in each case to the address of the applicable Party as follows. Each Party may change its address for this purpose by giving written notice to the other Party in accordance with this Clause.

19. Miscellaneous Provisions

19.1 This Agreement shall be amended or varied only upon the execution of a written agreement between the Parties which makes specific reference to this Agreement.

19.2 Failure or delay of any Party at any time to take action against the other Party as provided in this Agreement will not affect such first-mentioned Party's right to require full performance of this Agreement at any time thereafter. Waiver by any Party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach nor in any way affect any right, power or remedy of that Party under this Agreement.

19.3 If any provisions of this Agreement are construed to be illegal, invalid or unenforceable, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal, invalid or unenforceable provisions shall be deemed to be deleted from this Agreement and no longer incorporated but all other provisions of this Agreement will continue to be binding on the Parties. If, as a consequence of that deemed deletion, any Party becomes liable for loss or damage which would otherwise have been excluded, that liability is also subject to the other limitations and provisions of this Agreement in so far it continues to apply.

19.4 This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement hereof and shall supersede and cancel in all respects all previous negotiations, proposal, arrangements, understandings or agreements, of any nature between the Parties on this subject matter.

19.5 The rights, powers and remedies of a Party under this Agreement are cumulative with the rights, powers or remedies provided by law independent of this Agreement.

19.6 A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with any another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy.

19.7 A Party may give or withhold its approval or consent conditionally or unconditionally in its discretion unless this Agreement states otherwise.

19.8 Nothing in this Agreement is to be construed as creating a partnership, association, trust or joint venture between the Parties. Neither Party nor any of its employee, agent, representative or contractor is deemed an employee, agent, representation or contractor of the other Party. Neither Party has the authority to bind or incur any liability on behalf of the other Party and no such authority is to be implied.

19.9 Time shall be of the essence in all respects for Supplier to undertake and perform its duties and obligations under this Agreement.

19.10 Clauses which are intended to survive termination or expiration shall survive the termination or expiration of this Agreement and shall continue in full force and effect thereafter.

19.11 Supplier shall not at any time during the continuance of this Agreement make reference to ASTRI or this Agreement in any of its promotional materials or other publications, public statement or media releases, press release or other announcement without the prior written approval of ASTRI, such approval shall not be unreasonably withheld or delayed.

19.12 Neither Party shall use the other Party’s trade names, trademarks, service marks or logos without the prior written approval of the other Party and in accordance with the usage guidelines specified by the other Party.

19.13 Unless otherwise expressly provided for in this Agreement, a person who is not a Party to this Agreement has no rights to enforce any term of this Agreement.

19.14 Except where this Agreement expressly provides otherwise, each Party will pay its own costs and expenses (including legal fees) arising from the negotiation, preparation and implementation of this Agreement.