



exoteric

GAS INFRASTRUCTURE
CONDITIONS OF CONTRACT



GAS INFRASTRUCTURE – CONDITIONS OF CONTRACT

These Conditions are part of the Contract between the Customer named on the Gas Infrastructure Proposal (“you”) and Exoteric Gas Solutions Limited (registered number 03292064) (‘us’) for your gas infrastructure works.

The Contract also includes information contained in the Gas Infrastructure Proposal, so you should read both carefully.

1. DEFINITIONS

For the purposes of this Contract, except as is otherwise expressly provided herein or the context otherwise requires, the terms defined in this Article shall have the following meanings and derivative expressions shall be construed accordingly:-

Acceptance shall have the meaning ascribed to it in Article 2.4; **Adoption** shall mean taking over the ownership, operation and maintenance of equipment on or after commissioning; **Commissioning** shall mean the purging with natural gas of the element of the Equipment that is designed to convey or contain natural gas, and its pressurisation so as to create a pressure of natural gas immediately upstream of the supply point equal to or greater than Working Pressure; **Company** shall mean the person or entity to whom or to which the Proposal is addressed; **Completion** shall mean the completion of all works and the clearance of all surplus EGS material from site; **Contract** shall mean these General Conditions of Contract and subject to the provisions of Article 2, the Acceptance and the Proposal to which such Acceptance relates, together with such drawings as are annexed to the Proposal; **Contract Sum** shall mean the sum specified as such in the Proposal and comprising such Initial Payment, Stage Payments and Completion Payment as may be specified in the Proposal; **Day** in relation to any period of time in these General Conditions of Contract shall mean a day during which the clearing banks in the City of London are open; **Designs** shall mean all copyright and/or any other intellectual property rights in the plan, drawing, specifications, calculations, designs, pipeline adoption submission documents and other written or recorded material connected with the work; **EGS** shall mean Exoteric Gas Solutions Ltd; **Emergency Control Valve** shall mean a valve, not being an additional emergency control valve, for shutting off the supply of gas in an emergency, intended for use by an End User and installed at the end of a Service; **End User** shall mean the person or persons who consume(s) or it is intended shall consume natural gas off taken from the Supply Point; **Equipment** shall mean such pipework, regulators and associated apparatus to be installed for which a price is specified in the Proposal; **Force Majeure** shall have the meaning ascribed in Article (10); **Gas Act** shall mean the Gas Act 1986 and any Regulations issued thereunder as such Act and Regulations are amended from time to time; **Gas Transporter** shall mean Transco or such other Gas Transporter licensed by Ofgem under the Gas Act; **Initial Payment** shall mean the initial payment (if any) detailed in the Proposal; **Highway** shall mean in respect of works being conducted in England and Wales "street" and in respect of works being conducted in Scotland "road" as such terms are defined in the New Roads and Street Works Act 1991; **Installation Pipe** shall mean all pipe, fittings, gas consuming facilities and other apparatus installed or to be installed downstream of the Supply Point Measuring Equipment; **Meter Asset Manager** shall mean a meter asset manager approved by Ofgem; **Meter Housing** shall mean such protective housing (to IGE GM6 or GM8, as appropriate, or such superseding specifications as may be determined from time to time by the Institution of Gas Engineers for the Supply Point Measurement Equipment) as is specified in the Proposal; **Main** shall mean any pipe specified as such in the Proposal which constitutes or will constitute part of the gas transportation network and which is designed to convey gas to more than two Supply Points; **Normal Working Hours** shall mean the hours of 8.00 am to 5.00 pm on any Day; **Party** shall mean EGS of the one part and the Company on the other part; **Proposal** shall mean the form referring to these General Conditions of Contract addressed to the Company containing inter alia details of the Works, the Stage Payment Chart and the Contract Sum, together with any other documents expressly incorporated therein; **Reasonable and Prudent Operator** and **RPO** shall mean an entity seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator or RPO shall be construed accordingly; **Service Pipe** shall mean the pipe installed or to be installed between any Main and the Emergency Control Valve Supply; **Site** shall mean any premises or land owned or occupied by the End User to which EGS reasonably requires access in connection with the Works; **Stage Payments** shall mean the payments (if any) specified as such in the Stage Payment Chart; **Stage Payment Chart** shall mean the chart, table or graph included with the Proposal which specifies the amount and the due dates of the Stage Payments; **Date for Physical Commencement** shall mean the date advised by EGS to the Company pursuant to Article 2.6 or calculated in accordance therewith; **Substantial Completion** shall mean that the Works have been Commissioned; **Supply Point** shall mean the outlet connection point from the Supply Point Measurement Equipment at the point where the Installation Pipe will be connected thereto or such other point as may be specified as such in the Proposal; **Supply Point Measurement Equipment** shall mean devices to record the volume of natural gas passing or intended to pass through the Supply Point and, in connection with such recording, to control such natural gas; **Transco** shall mean National Grid plc, acting in its capacity as owner and operator of its gas transportation network, its successors and assigns; **Unused Materials** shall mean all plant, equipment and materials supplied by EGS which have not been incorporated into the Works on termination of the Contract pursuant to Article (11); **Working Pressure** shall mean a pressure of natural gas of eighteen decimal two five (18.25) millibars above atmospheric pressure or such greater pressure as may be specified as such in the Proposal; **Works** shall mean those activities described in Articles (5.1) and (5.2); Reference to contractors shall be interpreted as referring to contractors and sub-contractors of any tier; The headings to these Conditions are for convenience only and shall not affect their interpretation.

2. THE PROPOSAL AND ACCEPTANCE

2.1 The Proposal is issued subject to the provisions of this Article 2.

2.2 The Proposal is personal to the Company and may not be assigned without the consent of EGS, which consent shall not be unreasonably withheld. Provided that EGS shall be under no obligation to consent to the assignment of the Proposal to any person.

2.3 The Proposal may be withdrawn by notice in writing by EGS at any time prior to Acceptance.

2.4 Acceptance of the Proposal and the formation of the Contract ("**Acceptance**") shall take effect :-

- a) on the receipt by EGS of the Acceptance Form or official order in writing. Provided that such receipt occurs within sixty (60) days of the date of issue of the Proposal, or prior to the expiry of other such period as may be agreed in writing between the Parties; or
- b) in the event that the Company specifies in the Acceptance Form or official order that it requires terms and conditions in addition to those set out in these Conditions and the Proposal, upon written acceptance (if any) of such additional terms and conditions by EGS.

3. THE COMPANY'S OBLIGATIONS

3.1 The Company shall, in accordance the terms and conditions of the Contract make all payments due from it under the Contract.

3.2 The Company shall as soon as reasonably practicable certify to EGS that it has complied with its obligations in respect of Articles 3.3(ii) and (iv). The Company acknowledges and agrees that EGS and its contractors may rely on the accuracy of such certification in the performance of the works.

3.3 Without cost to EGS the Company shall, to the standard of a Reasonable and Prudent Operator:-

- (i) without undue delay obtain all necessary planning permissions, consents and licences for the siting, construction, operation and maintenance of any element of the Equipment which is to be installed on the Site as part of the Works or in connection therewith;
- (ii) subject to any reasonable site rules and regulations, provide free and unrestricted access to for EGS and its contractors to the Site during Normal Working Hours or at other such times as may be agreed between the Parties to the extent that is reasonably necessary to enable them to carry out the Works;
- (iii) procure by the grant of all permissions necessary for the installation, operation and maintenance of the Service to be installed or constructed in the course of the Works save for permissions necessary for such part of such Service as is to be installed or constructed in an existing or future Highway;
- (iv) when available at the Site, provide EGS and its contractors electric power for the operation of power driven tools and the testing of the Equipment and the Supply Meter Installation (if any) in connection with the Works;
- (v) so as not to delay the Works undertake and perform those works specified in the Proposal as being the responsibility of the Company in accordance with the reasonable requirements of EGS and provide all equipment that the Company is required by the Proposal to provide in connection with the Works.

Provided that the Company acting as an RPO shall not be in breach of any provision of this article 3.3 in circumstances where such breach would not have occurred but for a failure by EGS to comply with any provision of Article 4.

4. EGS OBLIGATIONS

EGS shall in accordance with the terms and conditions of the Contract:-

- 4.1 without additional cost to the Company provide without undue delay such information within the possession or control of EGS as is reasonably required by the Company for the performance of its obligations under Article 3;
- 4.2 undertake and perform the Works in accordance with Article 5 exercising skill and care in the manner provided for in the Contract to the standard of a Reasonable and Prudent Operator;
- 4.3 in the course of the Works, and subject to the provisions of the Contract, perform changes to the Works agreed with the Company pursuant to Article (12);
- 4.4 subject to prior agreement of EGS' legal costs and expenses in connection therewith, provide the Company with all assistance reasonably requested by the Company in connection of its obligations under Article 3.
- 4.5 in the course of the Works comply with site rules and regulations reasonably imposed in the course of the Works or agreed by the Parties prior to Acceptance.
- 4.6 make all payments due by it under the Contract.

5. THE WORKS

5.1 Unless specifically stated to the contrary in the Proposal or by agreed variation and without prejudice to Article 4.2, the Works shall comprise the following:-

- (i) the design of the Equipment so as to be capable of providing the capacity specified in the Proposal at a pressure equal to or greater than Working Pressure at the Supply Point at the time of Commissioning in accordance with the Proposal;
- (ii) the procurement of all items and materials that are to be incorporated into the Equipment;
- (iii) the provision, installation and testing of the installation and Equipment such that it meets the criteria set out in the Proposal and to the recognised industry standards and IGE guidelines, and the provision of an appropriate test certificate;
- (iv) any variation to the Works agreed in writing by the Parties;
- (v) the excavation, backfill, and permanent reinstatement of any trench excavated in the Highway in the course of the Works;
- (vi) Commissioning as defined in the Works specified in the Proposal;
- (vii) any additional activities for which a price is specified in the Proposal.

5.2 For the avoidance of doubt, unless a price for such Works is incorporated in the Proposal or agreed variation pursuant to Article (12) the Works shall not include:-

- (i) the inspection, installation or alteration of Installation Pipe;
- (ii) making good cosmetic surfaces, plasterwork and decoration;
- (iii) final connection of the Supply Point to the Installation Pipe;
- (iv) excavation, backfilling or permanent reinstatement of any trench excavated on the Site in the course of the Works;
- (v) the conduct of the Works or the design of the Equipment so as to avoid interruption to the conveyance of natural gas to the Supply Point during the conduct of the Works or in the course of future maintenance of the Equipment;
- (vi) the conduct of Works outside Normal Working Hours
- (vii) in the event that the Proposal or change to the Works agreed pursuant to Article 12 specifies that the Works shall comprise the backfill or reinstatement of any trench excavated in connection with the Works on the Site:
 - (a) reinstatement of unmetalled surfaces shall be limited to backfilling and compaction;
 - (b) reinstatement of metalled surfaces shall be permanent reinstatement unless the crossing falls within the current on-site road rebuilding program when it shall be limited to backfilling and compaction;
 - (c) excavation, backfilling and temporary / permanent reinstatement of trenches shall be required to be performed substantially by mechanical means.
- (viii) EGS shall commence the conduct of that element of the Works specified in Article 5.1 as soon as reasonably practicable after Acceptance.

6. CONSULTANCY SERVICES

6.1 EGS, if requested, may at its sole discretion, perform Consultancy Services in connection with the Works. EGS acknowledges that the Company is relying on EGS' expertise in EGS' performance of the Consultancy Services. EGS warrants that it will perform the Consultancy Services to the highest professional standards, and with reasonable care and skill.

7. EXTENSIONS OF TIME

7.1 The Date for Completion shall be extended in the event of any delay to the Works to the extent that such delay is caused by:-

- (i) the Company's failure or delay in performing its obligations as set out in Articles 3.2 and 3.3, or any other delay, impediment or prevention of whatever nature caused by the Company, or for which it is responsible;
- (ii) delays of which EGS could not have reasonably been aware at the date of issue of the Proposal imposed under the terms of any licences issued under the New Roads and Street Works Act 1991 or reasonably requested or required by any Highway Authority or Planning Authority acting in accordance with its statutory powers;
- (iii) the discovery of any items of any items of historical, archaeological or special scientific interest;
- (iv) exceptional adverse weather conditions;
- (v) any event or circumstance of Force Majeure;

(vi) ground conditions which would not have been reasonably foreseeable by an RPO.

8. PAYMENT

- 8.1 In consideration of the performance by EGS of its obligations under the Contract, the Company agrees to pay EGS the Contract Sum, in Stage Payments as agreed by the Parties, within thirty (30) days of receipt of invoice.
- 8.2 The Company shall reimburse EGS in respect of any amount not included in the Proposal necessarily incurred or expended by EGS acting as an RPO in carrying out the Works as a result of the following matters:-
- (i) failure or delay of the Company in carrying out any of its obligations under the provisions of the Contract;
 - (ii) errors in the information or design specifications provided by the Company under the provisions of the Contract;
 - (iii) ground conditions which would not have been reasonably foreseen by an RPO.
 - (iv) additional works that would not have reasonably been foreseen at the time of the Proposal by an RPO.

provided that EGS shall be under an obligation to seek to minimise any loss or expense under this Article 8.2.

- 8.3 All payments shall be made in Pounds Sterling (GBP).
- 8.4 In the event of a bona fide dispute the Company shall provide full details of the amount disputed and the grounds of the dispute with 14 days of receipt of the invoice. Provided that the Company shall be entitled to withhold payment of the amount notified as being in dispute. For the avoidance of doubt, undisputed amounts shall be paid in accordance with Article (8.1).
- 8.5 For the avoidance of doubt, amounts due in accordance with Article (8.1) shall be due regardless of any contractual or other dispute between the Company and any third party.
- 8.6 The Company shall not set off payments due in accordance with Article (8.1) against any amount due from or claimed against EGS in relation to any other matter not under the provisions of the Contract

9. LIABILITY AND INDEMNITY

- 9.1 Each Party will be liable to the other as follows, subject to the following limits:
- 9.1.1 for death or personal injury caused by its negligence – without limit;
 - 9.1.2 for damage to physical property caused by its negligence or breach of this Contract – GBP 1,000,000 in respect of any and all occurrences in period of operation of the Contract;
 - 9.1.3 for: (a) consequential, indirect and special loss and (b) loss of actual or anticipated profit, saving or other economic loss whether direct or indirect – nil;
 - 9.1.4 all other loss or damage, however occurring to the lower of GBP 200,000 and the Contract Sum.
- 9.2 EGS agrees that it will at all times during the currency of the contract effect and maintain insurance in amounts sufficient to cover its liabilities under this Contract, with reputable insurers. EGS further agrees to produce to the Company, on request, the policy or policies of insurance with the current cover note.

10. FORCE MAJEURE

- 10.1(a) "Force Majeure" means any event or circumstance or combination of events or circumstances which is beyond the control of a Party acting and having acted as a RPO, and which prevents that Party from fulfilling all or any of its obligations under the Contract. For these purposes an event or circumstance shall not be treated as being beyond the control of a Party if it is within the control of any contractor of that Party acting as a RPO. For avoidance of doubt, Force Majeure shall not relieve either Party of its obligations to make any payments due hereunder.
- 10.1(b) Without prejudice to the generality of Article 10.1 (a), either Party shall be entitled to claim relief through Force Majeure in the event of any failure to perform its obligations hereunder to the extent that failure was caused by any change in the law or cancellation of any consent, approval, licence or wayleaves rendering it unlawful for a Party to comply with its obligations hereunder, unless: (a) such change in the law or cancellation should reasonably have been known to such Party, or (b) such change or cancellation would not have occurred except for any act or omission of the Party concerned in relation to such law, consent approval, licence or wayleaves unless itself caused by Force Majeure.

- 10.2 If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under the Contract it shall, as soon as reasonably practicable after becoming aware of the occurrence of the event or circumstances of Force Majeure, give written notice to the other party giving full particulars of the event or circumstances constituting Force Majeure and of the obligations which cannot as a result be performed. The party giving notice shall thereafter be excused from liability for non-performance of such obligations, subject to the provisions of Article 10.3 below, to the extent and circumstances that Force Majeure may continue.
- 10.3 A party relieved from liability for non performance of any obligations under the contract as a result of Force Majeure shall use all reasonable endeavours to overcome or circumvent such Force Majeure and shall on request in writing from the other party give full details of the measures it is taking in that regard

11. TERMINATION

- 11.1 In the event that the company is in breach of any of the payment provisions of the contract, EGS shall be entitled to suspend all or any part of the Works until the Company has rectified such breach. In the event of such suspension the Company shall in addition to all other amounts due reimburse EGS on invoice for all reasonable sums paid by EGS as a direct result of such suspension.
- 11.2 The Company may terminate the Contract:-
- (i) forthwith on written notice if EGS goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or reorganisation or if any administrator or administrative receiver shall be appointed in respect of the whole or any material part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or
 - (ii) by giving five (5) days prior notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Contract for a period exceeding sixty (60) days; or
 - (iii) by giving twenty (20) days notice in writing of a material breach of the Contract, provided that EGS fails to take substantial steps to remedy the breach within the twenty (20) days notice period.
- 11.3 Where the Contract is terminated under any provision of the Article 11 other than Articles 11.2 (i) or (iii), EGS shall be entitled to receive:
- (i) payment of all instalments under Article 8.1 already due on the effective date of termination:
 - (ii) reimbursement for all costs and expenses reasonably incurred by EGS in respect of all work performed under the Contract and not forming part of a completed Stage Payment period at the effective date of termination:
 - (iii) any additional sum for which the Company is liable under Articles 8.2;
 - (iv) any cost or expense incurred or for which EGS is liable and is unable lawfully or contractually to avoid or recover from third parties in connection with any contracts placed in connection with the Contract (insofar as these have not already been paid by the Company) including without limitation, forfeited deposits and cancellation fees: and
 - (v) any and all costs reasonably incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant apparatus and equipment which in the reasonable opinion of EGS is necessary as a result of the termination of the Contract taking into contractual commitments.

12. CHANGES TO THE WORKS

- 12.1 In the course of the Works EGS shall make such changes to the Works whether by additions, modifications or omissions thereto as are from time to time agreed with the Company, subject to the agreement of any additional payments, including any changes to Stage Payments, required from the Company and any extensions of time required by EGS or reduction in the Contract Sum specified by EGS in respect of such changes, in accordance with the provisions set out below.
- 12.2 In the event that the Company wishes to request changes to the Works, it shall notify EGS in writing of the requested change, specifying the reasons therefor.
- 12.3 As soon as reasonably practicable and in any event within twenty one (21) days of receipt of a request from the Company under 12.2, EGS shall notify the Company as to whether or not, acting reasonably, it is prepared to accede to the request and if so, it shall provide details of the additional payments (if any) and the extension of time (if any) that EGS will require to perform the proposed change or alternatively any reduction in the Contract Sum that it is prepared to agree in respect of such change.
- In the event that EGS is not prepared to accede to the request, EGS may, at its sole discretion, notify the Company of such changes to the Works as it is prepared to make in accordance with Article 12.4. Such notification shall specify the Company's request to which it constitutes a response.
- 12.4 If EGS wishes to propose a change to the Works or proposes a change to the Works pursuant to Article 12.3, EGS shall notify the Company of the proposed change, the reason for the change, and provide the Company with details of the additional payment (if any) and extension of time (if any) that it will require in connection with such proposed change and of any reduction in the Contract Sum that it is prepared to agree in respect of such change.

12.5 The Company shall, acting reasonably, notify EGS as soon as reasonably practicable and in any event within seven (7) days as to whether or not the Company agrees to any change to the Works together with any additional payment and any extension of time proposed by EGS in accordance with Article 12.4 and whether in respect of a change proposed by the Company pursuant to Article 12.2 it agrees to the proposed change with the additional payments (if any) and extension of time (if any) required by EGS in respect of such change.

12.6 In the event that the Company does not notify its agreement to such proposed change and any additional payment and any extension of time required by EGS in respect thereof, neither Party shall be under further obligation in respect of such proposed change to the Works.

13 NOTICES

13.1 Any notice to be given by one Party to the other under the Contract shall be delivered by first class mail, facsimile or email addressed to the other party at such address or (as the case may be) such facsimile transmission number or email account as the Party in question shall from time to time designate by written notice and until such notice shall be given the addresses, facsimile numbers and email accounts of the Parties shall be as set out in the Proposal.

13.2 All notices delivered or sent in accordance with Article 13.1 shall be effective when received at the recipient's address as aforesaid or on the following Day if received after the expiry of Normal Working Hours.

14 ENTIRETY OF AGREEMENT AND AMENDMENTS

14.1 The documents forming the Contract shall be read as one and shall save in respect of fraud constitute the entire express agreement between the Parties with respect to the Works and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties hereto with respect to the Works and neither Party shall rely on or be bound by any of the foregoing not appearing in or incorporated by specific reference into the Contract and save as aforesaid any liability in respect thereof is excluded.

15 PROCUREMENT

15.1 EGS shall be entitled to sub contract the whole or any part of the Works. Any such sub contracting by EGS shall not relieve EGS from any liability or obligation under the Contract.

15.2 The Company shall be entitled to sub contract the whole or any part of its obligations under Article 3. Any such sub contracting by the Company shall not relieve the Company from any liability under the Contract.

16 EGS WARRANTIES

16.1 EGS warrants that on Completion, the Equipment shall be free from defects for a period of one (1) year or for a period expiring when the Equipment is first utilised in connection with any agreement for the conveyance of natural gas, whichever period is the shorter. Provided that this warranty shall not extend to, and provided further the EGS shall not be liable to the Company for any defects arising as a result of incorrect or misleading information supplied by or on behalf of the Company or End User or any other incorrect or misleading information in relation to the Site or in relation to any equipment provided by the Company reasonably relied upon by EGS in performing the Works, or as a result of any unreasonable interference with the Equipment by the Company or any third party, or any defect, unsuitability or inadequacy in the Installed Pipe and associated apparatus arising otherwise than by a failure by EGS to act as an RPO in performing the Works.

16.2 EGS warrants that on Completion, any permanent reinstatement conducted or pursuant to Article 5.1(v) on the Site by EGS shall be free from defect for a period of one (1) year. Provided that this warranty shall not extend to, and provided further that EGS shall not be liable to the Company for any defects arising as a result of incorrect or misleading information supplied by or on behalf of the Company or End User or any other incorrect or misleading information in relation to the site or in relation to any equipment provided by the Company reasonably relied upon by EGS in performing the Works, or as a result of any unreasonable interference with such permanent reinstatement by the Company, or any third party.

16.3 EGS warrants that on Completion, the Works, other than items specified in Articles 16.1 and 16.2 shall for a period of six (6) months be free from defects arising as a result of EGS's failure to act as an RPO in conducting such Works.

16.4 In the event that EGS is in breach of any warranty under this Article 16, within a reasonable period of time of written notification (such notification to be given by the Company no later than seven (7) days after the expiry of the relevant warranty period) of any defect causing EGS to be so in breach, EGS shall at its own cost rectify any such defects in the Works. The Company shall procure such access to the Site as EGS reasonably requires in order to conduct such rectification.

16.5 For the avoidance of doubt EGS's warranties shall not extend to any items supplied by the Company except in so far as the defects in such items arise as a result of a failure by EGS to act as an RPO in conducting the Works.

17. WAIVER AND MODIFICATION

17.1 None of the provisions of the Contract shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of

any past or future default or breach or modification of any other term, provision, condition or covenant of the Contract unless expressly set forth in such waiver.

17.2 No amendments to the Contract shall be valid unless made in writing and agreed and signed by the duly authorised representative of the Parties hereto.

18. COMPANY'S WARRANTY

The Company warrants that it has entered in the Contract on its own behalf, and not as an agent for the End User or any other third party.

19. ASSIGNMENT

Neither Party shall assign the Contract or any part thereof or any benefit or interest thereunder without the prior written consent of the other Party.

20. SURVIVAL

The provisions of the Contract which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of the Contract shall survive after termination.

21 GOVERNING LAW

The Contract shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts in respect thereof.

22 CONFIDENTIALITY

Each Party shall keep confidential and shall not disclose to any third party any Confidential Information provided by the other provided that this restriction shall not apply to any information:

- 22.1 which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by a Party of its obligations under this Article 22;
- 22.2 lawfully in the possession of the other Party prior to disclosure by the first;
- 22.3 independently developed by the other Party;
- 22.4 required to be disclosed to any government department or any governmental or regulatory agency having jurisdiction over the disclosing Party or as required by law or any lawful subpoena or recognised stock exchange or other process in connection with any judicial arbitration or administration proceeding, or where reasonably necessary to effect the purpose of the Contract. Provided further that in the event disclosure to any third party is necessary and permissible under this Article 22.4, the disclosing Party shall: (a) give the other Party the maximum possible notice of same, and (b) use all reasonable endeavours to ensure that such third party shall respect the confidentiality of such information and be bound by the terms of this Article 22 as if a party thereto.

23 INTELLECTUAL PROPERTY

- 23.1 All patents, copyright and other intellectual property rights (including but not limited to trademarks, registered designs, designs, know-how, inventions and valuable concepts) and, to the extent that intellectual property is embodied therein, documents (including but not limited to drawings, transparencies, prints, photographs, negatives, tapes, discs, working notes and reports), software or other items created or supplied by EGS in connection with the Works shall be owned by EGS, and the Company shall ensure that on completion of the Works all copies of such documents not in the possession of EGS shall be returned to EGS.
- 23.2 All patents, copyright and other intellectual property rights (including but not limited to trademarks, registered designs, designs, know-how, inventions and valuable concepts) and, to the extent that intellectual property is embodied therein, documents (including but not limited to drawings, transparencies, prints, photographs, negatives, tapes, discs, working notes and reports), software or other items supplied by the Company in connection with the Works shall be owned by the Company.

24 OWNERSHIP

- 24.1 Following commissioning the relevant Gas Transporter shall at all times own outright the Equipment up to and including the Emergency Control Valve(s).
- 24.2 The Meter Installation (if any) will be owned by the relevant Meter Asset Manager.
- 24.3 The Installation Pipe will be owned by the Company or the End User.

25 GENERAL

- 25.1 If any term, condition or provision of the Contract is held by any court or other competent authority to be void or unenforceable to any extent the same shall be severed from the Contract, the remainder of which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 25.2 Third Party rights - A person who is not a party to this Agreement, other than the Companies customer and/or end user, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26 DISPUTES

- 26.1 If any dispute arises out of this agreement, the parties will attempt to settle it by negotiation. Disputes which cannot so be resolved will be dealt with under Article 21.