





4.3.3

- 8.2 *Force majeure* for the purposes of this Contract is defined as acts of God (including fire, storm, flood or other natural disaster), war, civil war, riot, terrorist activities, nationalisation, government sanction, labour dispute, strike or interruption or failure of electricity or telephone service, breakdown of plant or machinery and compliance with any law or governmental order, rule, regulation.
- 8.3 If a party asserts *force majeure* obligation, then the nonperforming party must prove that they took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood or actual occurrence of the event.
- 8.4 Should work in relation to the Project be suspended at our request or delayed through any default of yours or through any change in the specification which you agree with

us, you shall do everything (at our expense) reasonably required to take or resist any proceedings in relation to any such infringement or claim.

- 9.6 If any copyright or similar right arises in your favour in relation to any work (as that term is defined in the Copyright, Design and Patents Act 1988 as amended from time to time) in the course of the Project, you hereby assign such copyright to us and agree to execute on demand any and all necessary documentation required to give effect to this Condition 9.6. You shall procure that your employees, agents and subcontractors shall waive absolutely and irrevocably their moral rights granted under the Copyright, Designs and Patents Act 1988 or equivalent or analogous rights under laws of other jurisdictions in relation to such intellectual property.
- 9.7 If any processes or inventions are created, discovered or made by you in the course of the Project, you shall disclose full details of such invention to us. We shall in our sole discretion be entitled to apply for patent(s) in respect of any such invention and shall be

legislation, you will consult with us before making any disclosure of results or other information pursuant to the legislation.

- 10.7 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us or by our employees, agents or sub-contractors and any other confidential information concerning our business or products which you may obtain in connection with the Project.
- 10.8 You may disclose any of the information referred to in Condition 10.7:-
- 10.8.1







- 15.2 Except for any express warranties contained in the Contract all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.3 We shall not be liable to you whether in contract, delict, breach of statutory duty or otherwise, for any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) with the Contract.
- 15.4 Our total liability to you in respect of all losses arising under or in connection with the

