

- 25) The Parties agree that they may negotiate their mutual liabilities arising from the penalties provided for.
- 26) Neither Party shall be liable for its failure to perform or its inappropriate performance of the Contract or for any damage caused by the occurrence of an event of force majeure. Detailed provisions regarding *force majeure* events and their consequences shall be included in the contract.
- 27) The Contractor undertakes to comply with the provisions regarding business secrets and the confidentiality obligations detailed in the contract.
- 28) Any changes to the contract shall only be valid if they are made in writing in the form of a written appendix signed by authorised representatives of both Parties, subject to Article 144 of the Act.
- 29) Any disputes arising from the performance of the contract shall be resolved by a common court of law with jurisdiction over BOSMAL's registered office.
- 30) All matters not provided for in the contract shall be governed by the applicable provisions of the Civil Code and the Public Procurement Act, including the implementing provisions issued there under, and the provisions of the Act on Copyright and Related Rights.