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Green Shift Group - General Terms and Conditions

These conditions apply to all agreements and transactions concluded with Green Shift Group and to the exclusion of any other terms that the Client seeks to impose or incorporate (including its own terms and conditions) or which are or may be implied by statute, trade, custom, practice, or course of dealing.

1) INTERPRETATION

In these Conditions, the following definitions apply:

"Green Shift Group"	means the legal entity identified in the Engagement Letter as providing the Services.
"GSG"	means Green Shift Group, its subcontractors, and their respective Representatives.
"Agreement"	means the agreement between Green Shift Group and the Client for the provision of services consisting of the Engagement Letter and these Conditions.
"Asset"	means any property of any member of the Client Group (whether owned, leased, hired, chartered, operated, or otherwise in the control or custody of Client Group) which is the subject of the Services or on which Services are to be carried out.
"Client"	means the legal entity identified in the Engagement Letter, which has requested Green Shift Group to provide Services. If such legal entity proclaims to act as agent only then both said legal entity and its principal shall together be the Client.
"Client Group"	means the Client, the Client's subcontractors of any tier, clients, and co-venturers (always relating to the Services), and its and their respective Holding Company or companies including Subsidiaries from time to time, and its and their Representatives.
"Conditions"	means these terms and conditions.
"Consequential Loss"	means (i) any and all consequential or indirect loss under Danish law and (ii) any or all loss and/or deferral of production, loss of revenue, loss of profit or anticipated profit, loss of use, loss of product, loss of reputation, loss of opportunity, loss of contracts, liquidated damages under other contracts (i.e. not arising from this Agreement), penalties, increased costs of operation or maintenance, whether direct or indirect, whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise and whether or not foreseeable.
"Engagement Letter"	means Green Shift Group's letter describing the Services to be performed and the terms under which the Services are being provided. In the event that Green Shift Group's letter is not used, the "Engagement Letter" shall refer to and include the work order, service

order, or another contractual document, email, letter, or other written or verbal communication between the Parties for the provision of services by Green Shift Group.

"Fee" or "Fees" means the amounts payable by the Client, as set out in the Engagement Letter, as remuneration for the Services provided by Green Shift Group.

"Holding Company" means a company that (a) holds a majority of the voting rights in another company, (b) is a member of it and has the right to appoint or remove a majority of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it.

"Intellectual Property" means any invention, patent, or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information, or another right in respect of any information, process, work, material or method.

"Party" means Client or Green Shift Group individually as the context requires.

"Parties" means Client and Green Shift Group together.

"Party's Group" means GSG or Client Group as the context requires.

"Pre-purchase Survey" means an inspection or survey of an Asset conducted pursuant to which a report is produced by GSG which is to be used or relied upon, in order to decide on or to provide money for, the purchase thereof.

"Representative" any officer, director, board member, employee, consultant, freelancer, or another agent.

"Services" means the services or work to be provided or supplied by GSG to the Client as set out in the Engagement Letter.

"Subsidiary" means a company that has a Holding Company.

"Third Party" shall mean any person, company, firm, organization, or other legal entity which is not a member of either the Green Shift Group or the Client Group.

"Warranty Survey" means any service where GSG in the course of the Services conducts an evaluation of operational risks relating to any Asset by performing technical reviews and on-site inspections and provides a report and/or certificate(s) containing recommendations and attesting that the assured has complied with the specified criteria.

2) Basis of contract

2.1 The Agreement constitutes the entire agreement between the Parties. The Client acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of Green Shift Group that is not set out in the Agreement.

2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate (including its own terms and conditions) or which are or may be implied by statute, trade, custom, practice, or course of dealing.

3) Provision of services by Green Shift Group

- 3.1 GSG shall use reasonable care, diligence, and skill in performing the Services.
- 3.2 GSG shall use reasonable endeavors to meet any performance dates that may be specified, but any such dates shall be treated as estimates only.
- 3.3 GSG has the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements or which do not materially affect the nature or quality of the Services being provided.
- 3.4 The Services are provided by GSG exclusively to the Client. Unless otherwise agreed in the Agreement, GSG shall have no liability or responsibility to any party other than the Client in connection with the provision of the Services, and the Client shall indemnify and hold GSG Group harmless from any claims from any party other than the Client.
- 3.5 The Client shall obtain any and all necessary governmental and regulatory consents and approvals required to enable GSG to provide or perform the Services. GSG shall be under no obligation to provide any Services until such time as the Client has obtained all necessary consents and approvals and Green Shift Group shall be compensated at the relevant rates for all standby time waiting for the client to obtain the relevant consents and approvals.
- 3.6 Any assessment with respect to a Warranty Survey or Pre-purchase Survey will be made solely on the basis of the information provided to GSG, the documents examined, and the observations of the surveyor at the time of attendance(s).
- 3.6 In the performance of the Services, neither GSG nor any member of Green Shift Group shall be required to, or cause any other member of GSG to, contravene or breach any sanction, prohibition, regulation, or law imposed by any national, supranational, or international government organization or body.

4) Clients' obligations

- 4.1 The Client shall:
- A) provide GSG with complete and accurate information and materials as GSG may reasonably require and in sufficient time to enable GSG to provide or perform the Services in an efficient and effective manner.
- B) co-operate with GSG in all matters relating to the provision or performance of the Services; and

- C) provide GSG with safe access to the Client's premises, office accommodation, Assets, installations, and other facilities as may reasonably be required in the performance of the Services.
- 4.2 If the Client becomes aware of any claim or circumstances which might involve litigation or arbitration concerned or connected with the subject matter of the Agreement, the Client shall inform GSG immediately.
- 4.3 The Client shall indemnify GSG for any loss, liability, cost, or expense arising directly or indirectly by reason of a default or failure on the part of the Client in fulfilling its obligations under this Agreement.
- 4.4 The Client shall not, directly or indirectly, through any third party, without prior knowledge and written consent of Green Shift Group, approach, contact or engage with Green Shift Group's subcontractors and their respective Representatives in respect of any future services. The obligation of the Client under this clause 4.4 shall not apply in respect of a specific subcontractor of Green Shift Group or Representative of GSG if said subcontractor or Representative is already, as proven by the Client, an established service provider of the Client at the time of entering into the Agreement. If the Client breaches its obligation under this clause 4.4, Green Shift Group shall be entitled to liquidated damages in the sum of EUR 100,000 per breach. The Client agrees that this level of liquidated damages represents a fair level of compensation for such breach.
- 5) Fees**
- 5.1 The Client shall pay to Green Shift Group, as consideration for the Services, the Fees due by the Client to Green Shift Group as calculated in accordance with the terms set out in the Engagement Letter.
- 5.2 Unless otherwise agreed in the Engagement Letter, operating procedure, or retainer, Green Shift Group is entitled to charge the Client for any expenses reasonably incurred in the performance of the Services including but not limited to travel expenses, accommodation costs, and any other reasonable incidental expenses on a cost plus 10% basis.
- 5.3 Should Green Shift Group be required to provide services in addition to those specified in the Agreement, the Client shall pay for such additional services in accordance with Green Shift Group's standard charge out rates or such other rates or fees as may be expressly agreed between the Parties. Without prejudice to the foregoing, so far as is reasonably possible any additional services and fees shall be agreed upon in writing in advance of such additional services being carried out.

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- 5.4 Unless otherwise stated in the Agreement, Green Shift Group shall be entitled to invoice the fee to the Client on a monthly basis. The Client shall pay the amounts invoiced without any deduction, set-off and withholding within 14 days from the date of the invoice. Time for payment is of the essence.
- 5.5 Fees and other sums charged by Green Shift Group are exclusive of any applicable value-added tax (**VAT**), goods and services tax (**GST**), or similar applicable sales taxes (together, "**Sales Tax**"). Where amounts due under this Agreement are subject to Sales Tax the Client shall, on receipt of a valid tax invoice, pay to Green Shift Group such additional amounts in respect of Sales Tax as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 The Client is responsible for the payment of all other taxes (excluding any taxes on profits or corporation tax chargeable on the Fees received by Green Shift Group), including but not limited to withholding taxes, service taxes, duties, and other fiscal charges which may be levied or become due in respect of the fees or other amounts due under the Agreement.
- 5.7 The Client shall pay all amounts due under the Agreement in full without any deduction, set-off or withholding. The Client is not entitled to assert any credit, set-off, or counterclaim against Green Shift Group in order to justify deduction, set-off, or withholding payment of any amount due in whole or in part. However, should any amounts be required by law to be deducted, set-off or withheld from any amount due under this Agreement, the Client shall pay to Green Shift Group an amount such that the net amount received by Green Shift Group would be the same as if no such withholding, set-off or deduction had taken place.
- 5.8 Any failure by the Client to make payment in full by the due date shall entitle Green Shift Group, without prejudice to any right that Green Shift Group may have pursuant to any statutory provision in force from time to time, to charge interest on the overdue amount at the rate of two percent (2%) per month compounded.
- 5.9 Any failure on the part of the Client to make payment of an invoice shall entitle Green Shift Group, without prejudice to any other rights it may have, to suspend the performance of the Services until such time as payment has been made in full including the payment of any interest due.
- 5.10 If any portion of an invoice is genuinely disputed by the Client, the Client shall notify Green Shift Group immediately upon receipt of the invoice, giving full reasons as to why and what portion of the invoice is disputed, and nevertheless pay the undisputed part within the time

specified in clause 5.4. The parties shall endeavor to resolve the disputed portion without delay.

- 5.11 Without prejudice to any rights of recovery that Green Shift Group might have against a third party, Green Shift Group shall treat the Client as the person responsible for paying for the Services. Therefore, Green Shift Group shall not need to be concerned as to whether the Client considers itself to be principal or acting as agent only, nor shall Green Shift Group need to concern itself as to whether the Client is, or is not, paid by a third party.

6) Amendment and variation

- 6.1 If the Client wishes to make any amendments or variations to the Services, it must notify Green Shift Group in writing as soon as possible. Green Shift Group shall endeavor to make any required changes and any additional costs thereby incurred shall be payable by the Client in accordance with the payment terms herein, and Green Shift Group shall be entitled to an extension of time to complete the Services as made necessary by the amendment or variation. Except as otherwise provided any amendment or variation to the Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Green Shift Group.
- 6.2 Notwithstanding any prior agreement between the Parties as to a fixed Fee, Green Shift Group may make the necessary adjustments to the Fee should it become aware of the inaccuracy or inaccuracy of any information provided to it by the Client or if the assumptions contained in the Engagement Letter are incorrect.
- 6.3 In the event that it becomes necessary for Green Shift Group to amend or vary the arrangements relating to the provision and performance of the Services due to circumstances outside its control, Green Shift Group shall notify the Client as soon as reasonably practicable. Green Shift Group shall endeavor to keep any amendments or variations to a minimum and shall endeavor to offer the Client alternatives which are as close to the original arrangements as can be reasonably expected under the circumstances.

7) Liability

- 7.1 Green Shift Group shall not be liable in contract or in tort or on any other basis whatsoever for any loss of or damage to the Asset or any other property of Client Group, for any delay or for any other loss or damage of Client Group arising out of or in connection with performance or non-performance of the Agreement, unless Client

- Group proves that such loss or damage was caused by Green Shift Group's negligence.
- 7.2 In the event that Green Shift Group is held liable to the Client Group under the Agreement and a Third Party is also held liable in respect of the same claim, Green Shift Group shall not be liable beyond the extent that such loss is attributable to Green Shift Group. The Client Group's failure or inability to recover its loss from the Third Party shall not increase Green Shift Group's liability hereunder.
- 7.3 In the event that the Services involve the survey of an Asset, product or article containing latent defects which were not apparent at the time of the survey or could not reasonably have been expected to have been discovered by such survey (either by reason of lack of access, limited availability of time or otherwise), then Green Shift Group shall have no liability for failing to discover or take into account those defects.
- 7.4 Green Shift Group gives no warranty, express or implied, as to the fitness for purpose or suitability of the Services or results and the Client waives any terms, conditions, or warranties otherwise incorporated or implied by law to the fullest extent permitted by law.
- 7.5 Green Shift Group's maximum aggregate liability to the Client Group in respect of any and all liability of whatever nature and howsoever arising in connection with the performance or non-performance of this Agreement, whether contractual (including by way of indemnities), tortious (including negligence), breach of statutory duty or otherwise, shall in no circumstances whatsoever exceed the total amount of the Fees charged by Green Shift Group for the performance of its Services or the fixed sum of EUR 100,000 whichever amount is the lower ("Liability Limit").
- 7.6 The Client shall save, indemnify, defend, and hold harmless GSG from and against all claims, losses, damages, costs, expenses, and liabilities exceeding GSG's liability under this Agreement.
- 7.7 Any claims by the Client against any member of GSG related to this Agreement shall be deemed to be waived and absolutely time-barred i) if they are not notified in writing to Green Shift Group within 1 month of becoming aware of the occurrence giving rise to the claim; or ii) if they are not notified in writing to Green Shift Group within 6 months of the completion of the Services; or iii) if they have been notified in writing to Green Shift Group within those 6 months, but the Client has not commenced legal proceedings against Green Shift Group within six months of the notification pursuant to paragraph (i) or (ii) above.
- 7.8 No Representative of GSG shall be personally liable to the Client Group in connection with the performance or non-performance of this Agreement, whether contractual (including by way of indemnities),

tortious (including negligence), breach of statutory duty, or otherwise. The Client shall save, indemnify, defend, and hold harmless a Representative of GSG from and against all claims by any member of the Client Group.

- 7.9 No subcontractor of Green Shift Group, no Representative of such subcontractor and no Representative of Green Shift Group shall have any liability in contract, in tort or on any other basis whatsoever to the Client Group for any loss, damage or delay arising out of or in connection with the performance or non-performance of this Agreement. The Client shall save, indemnify, defend, and hold harmless such subcontractor and Representative from and against all claims by any member of the Client Group to the extent that said subcontractor and Representative shall have no liability under this clause 7.9.

8) Consequential Loss

- 8.1 GSG shall not be liable to Client Group for any Consequential Loss whatsoever arising out of or in connection with the performance or non-performance of this Agreement, and Client shall save, indemnify, defend, and hold harmless GSG from and against any and all claims for such Consequential Loss made by Client Group.
- 8.2 Client Group shall not be liable to GSG for any Consequential Loss whatsoever arising out of or in connection with the performance or non-performance of this Agreement, and Green Shift Group shall save, indemnify, defend, and hold harmless Client Group from and against any and all claims for such Consequential Loss made by GSG.

9) Site preparation

- 9.1 In the event that the Services to be supplied by GSG to the Client include physical work to be carried out on-premises or locations owned by the Client or under its access or control (the "Site"), any costs or expenses incurred in relation to the preparation of the Site shall be the responsibility of the Client.
- 9.2 The Client shall be deemed to have legal and operational control over the Site for the duration that the work is to be carried out by GSG. GSG shall not have or be deemed to have any legal or operational control over the Site and any member of GSG who may be present at the Site shall be there only in an advisory capacity. Should the presence of GSG's Representatives be required onboard any Asset, legal and operational control over the Asset shall be deemed to be held by the Client at all times.
- 9.3 The Client shall make all arrangements and take all security measures to ensure that the Site is safe. The Client shall also carry out all required

safety briefings and shall ensure that it is in compliance with all safety regulations, whether legal, statutory, or otherwise.

- 9.4 In the event that the scope of the Services calls for any rig movement or tow master or mooring master activity to be carried out, this shall be deemed to have ended up on the final positioning or berthing of the Asset at the place specified in the Engagement Letter, unless otherwise expressly agreed between the Parties. Any pre-loading operations shall be performed exclusively by the Client, owner, or operator of the Asset, as the case may be.

10) Intellectual property rights

- 10.1 All Intellectual Property rights in or arising out of or in connection with the Services shall be owned by GSG and, subject to Clause 10.3, no right to, interest in, or license to any Intellectual Property rights owned by GSG shall be granted to the Client.
- 10.2 Intellectual Property rights that are the property of each Party prior to the date of this Agreement or developed outside the scope of this Agreement shall remain the sole property of that Party.
- 10.3 For any Intellectual Property rights created in the course of the provision or performance of the Services that are the property of GSG, GSG grants to the Client a non-exclusive and non-transferable royalty-free license to use said Intellectual property rights to avail themselves of the Services or the results thereof, provided that any Fees invoiced by GSG have been paid by the Client in full.

11) Insurance

- 11.1 Both Parties shall each maintain adequate and appropriate insurance cover for the liabilities arising out of or in connection with this Agreement. Any rights of subrogation which may be exercised by the Parties' respective underwriters shall be waived to the extent of any indemnities granted pursuant to Clause 7 of this Agreement.

12) Confidentiality

- 12.1 Both Parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, business secrets, initiatives, and any information concerning the other Party's business which are of a confidential nature ("Confidential Information") and have been disclosed to them by the other Party or member of the other Party's Group,
- 12.2 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement unless express permission has been obtained or where required to do

so by reason of any legal or statutory purpose or by order of a court of law.

12.3 Both parties shall restrict disclosure of Confidential Information to such of its representatives, employees, agents, consultants, and subcontractors as need to know it for the purpose of discharging the Party's obligations under the Agreement, and shall ensure that such representatives, employees, agents, consultants, and subcontractors are subject to obligations of confidentiality corresponding to those which bind the Party receiving the confidential information.

12.4 This Clause shall survive termination of the Agreement and each Party undertakes that it shall not for a period of three (3) years after termination of the Agreement, disclose to any person any confidential information pertaining to the other Party except as permitted under Clause 12.2.

13) Termination

13.1 Without in any way limiting its other rights and remedies, either Party may terminate the Agreement upon giving written notice to the other Party if:

- a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy the breach within (30) days of being notified to do so in writing by the other Party.
- b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts in accordance with applicable law or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, in accordance with applicable law;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies.
- d) the other Party (being an individual) is the subject of a bankruptcy petition or order.
- e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the other Party.
- f) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party.
- g) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

- h) any event occurs, or proceeding is taken with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1(a) to (g).
- 13.2 Green Shift Group shall be entitled to terminate the Agreement should any circumstances arise which are beyond the reasonable control of Green Shift Group, and which in Green Shift Group's judgment necessitate the termination of this Agreement.
- 13.3 Green Shift Group shall be entitled to terminate the Agreement, by giving 14 days written notice of intention, if the Client Group does not provide the necessary technical data/drawings/other information needed to be able to carry out the Services or, with reference to Clause 5.3, if the Client Group does not issue further/additional written instructions in respect of other services requested that have not been identified within the original Agreement.
- 13.4 Green Shift Group shall be entitled to terminate the Agreement if the Client Group becomes involved or is likely to become involved in giving any evidence in any litigation or arbitration proceedings affecting the subject matter of the Services or any matter connected or arising from the Agreement which would result in a conflict of interest between GSG and the Client Group.
- 13.5 Without limiting its other rights or remedies, Green Shift Group may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due within 10 days of being notified by Green Shift Group of its failure.
- 13.6 On termination of the Agreement for any reason:
- a) The Client shall immediately pay to Green Shift Group all of Green Shift Group's outstanding unpaid invoices and interest thereon if due and, in respect of Services supplied up to the date of termination but for which no invoice has been submitted, Green Shift Group shall submit an invoice which shall be payable by the Client immediately on receipt together with any additional reasonable costs incurred by GSG as a result of the early termination;
- b) Green Shift Group shall be entitled to retain any advance payment or deposit made by the Client in respect of the Fees for Services performed up to the time of termination;
- c) the accrued rights, remedies, obligations, and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry of the Agreement; and
- d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14) Suspension of agreement

- 14.1 If the provision of Services by GSG is prevented or delayed by any act, omission, or failure by the Client in the performance of its obligations under the Agreement, or if the Client fails to pay any amount due under this Agreement, GSG shall be entitled to suspend or delay the performance of the Services until such time as the act, omission or failure by the Client has been remedied to the satisfaction of GSG.
- 14.2 Should the Agreement be suspended due to any breach on the part of the Client, or for any other reason attributable to the Client, the Client shall reimburse Green Shift Group for the following:
- a) any and all costs and expenses incurred by GSG in dismissing (and re-hiring) if necessary, any employees hired specifically for the purpose of this Agreement.
 - b) any and all costs and expenses incurred by sub-contractors under any subcontract entered into in furtherance of this Agreement; and
 - c) any and all other costs and expenses incurred by GSG in respect of the period of suspension.
- 14.3 Green Shift Group shall have the right (but shall not be obliged) to give notice of termination of the Agreement in the event any such period of suspension continues for a period of more than 7 days.

15) Force Majeure

15. 1 For the purpose of the Agreement, a “Force Majeure Event” means an event beyond the reasonable control of the affected Party that prevents the performance of any of the affected Party’s obligations under the Agreement, and includes but is not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or otherwise), an act of God, war, riot, civil commotion, epidemics, pandemics and their control measures, malicious damage, any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other weather events (regardless of severity), default of suppliers or subcontractors. Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event. If the Force Majeure Event continues for a period of 14 days or more, either Party shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the other Party.
- 15.2 In the event that GSG’s Representatives are delayed in or unable to mobilize or demobilize from any premises where Services are to be performed and are unable to return to their usual place of work as a result of a Force Majeure Event, the Client shall pay Green Shift Group the applicable rates for such personnel during this period of standby until they are able to recommence the services or return to their usual place of work (after any applicable quarantine periods).

16) General

- 16.1 **Assignment and sub-contracting**
Neither Party shall assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Green Shift Group shall be entitled to subcontract its obligations under the Agreement to a reputable sub-contractor and where possible, shall notify the Client prior to the appointment.
- 16.2 **Notices**
Any notices required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by recorded delivery, or by electronic communication (e-mail).
- 16.3 **Waiver**
A waiver of any rights under the Agreement by either Party shall only apply to the specific matter of which it is the subject and shall only be effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default on the part of the other Party. No failure or delay in exercising any rights or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.4 **Severance**
If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17) Governing law and jurisdiction

- 17.1 The Agreement is governed by and shall be construed in accordance with Danish law, and any dispute arising under or in connection with this Agreement shall be settled exclusively by the Maritime and Commercial High Court in Denmark or, if the Maritime and Commercial High Court does not accept jurisdiction by the District Court in Copenhagen in Denmark.
- 17.2 Notwithstanding Clause 17.1, Green Shift Group reserves the right at its sole discretion to commence legal proceedings against the Client in any other court of competent jurisdiction, and the commencement of such legal proceedings in one or more jurisdictions precludes the commencement of legal proceedings by the Client in any other jurisdiction, whether concurrently or not.