



SUBSEA

ENERGY SOLUTIONS



Subsea Energy Solutions Ltd.

Terms & Conditions Of Sale

Ref. DO-006-SES-SES-009

(Strictly Confidential)



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Section 1.0 - Revision

The following section provides the document details, revision and comment tracker;

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Comment Tracker

Rev	Date	Sections	Reference
A	17.10.21	All Sections	Approved For Release
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Section 2.0 - Terms & Conditions Of Sale

The customer's attention is drawn in particular to the provisions of **Clause 8 - Limitation Of Liability**.

1.0 Interpretation

1.1 Definitions :

Business Day :	A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Collection Location :	Has the meaning given in clause 4.3.1.
Conditions :	The terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.
Contract :	The contract between Subsea Energy Solutions and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer :	The person or firm who purchases the Goods from Subsea Energy Solutions.
Customer Equipment :	Any equipment, including moulds, tools, systems, cabling, inserts or facilities, provided by the Customer, it's agents, subcontractors or consultants which is used by Subsea Energy Solutions at the Customer's request directly or indirectly in the manufacture or supply of the Goods.
Delivery Location :	Has the meaning given in clause 4.2.
Force Majeure Event :	An event, circumstance or cause beyond a party's reasonable control.
Goods :	The goods (or any part of them) set out in the Order.
Order :	The Customer's written acceptance of Subsea Energy Solutions Proposal Document, e.g. ref. DO-1234-SES-ABC-001 or Proposal E-mail, e.g. ref. EO-1234-SES-ABC-001
Proposal :	The Proposal Document or Proposal e-mail provided by Subsea Energy Solutions to the Customer.
Specification :	Any specification for the Goods, including any related plans and drawings, that is provided by the Customer to Subsea Energy Solutions and agreed in writing between the parties.
Subsea :	Subsea Energy Solutions Ltd (registered in England and Wales with company number 07804453), formed on Monday 10 th October 2011.
VAT :	Value added tax or any equivalent tax chargeable in the UK or elsewhere.

Section 2.0 - Terms & Conditions Of Sale (continued...)

1.2 Interpretation

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes e-mail.

2.0 Basis Of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Proposal are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Subsea Energy Solutions issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by Subsea Energy Solutions and any descriptions or illustrations contained in Subsea Energy Solutions catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 The provision of the Proposal by Subsea Energy Solutions to the Customer shall not constitute an offer and shall only be valid for the time period specified in the Proposal.
- 2.7 In the event of any conflict or ambiguity between these Conditions and the Proposal, a term contained in the Proposal shall have priority over one contained in these conditions.

3.0 Goods

- 3.1 The Goods are described in the Proposal.
- 3.2 The Customer shall indemnify Subsea Energy Solutions against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Subsea Energy Solutions in connection with:
- 3.2.1 Any claim made against Subsea Energy Solutions for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Subsea Energy Solutions use of the Specification; and
- 3.2.2 Any losses suffered by Subsea Energy Solutions arising out of or in connection with Subsea Energy Solutions use of Customer Equipment.

This clause 3.2 shall survive termination of the Contract.

- 3.3 Subsea Energy Solutions reserves the right to amend the Proposal and / or the Specification if required by any applicable statutory or regulatory requirement, and Subsea Energy Solutions shall notify the Customer in any such event.

Section 2.0 - Terms & Conditions Of Sale (continued...)

4.0 Delivery

- 4.1 Subsea Energy Solutions shall ensure that;
- 4.1.1 Each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Subsea Energy Solutions reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.2 If Subsea Energy Solutions requires the Customer to return any packaging materials to Subsea Energy Solutions, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Subsea Energy Solutions shall reasonably request. Returns of packaging materials shall be at Subsea Energy Solutions expense.
- 4.2 The Proposal shall specify whether the Goods are to be collected by the Customer or delivered by Subsea Energy Solutions.
- 4.3 Where the Goods are to be collected by the Customer:
- 4.3.1 The Customer shall collect the Goods from the collection location set out in the Proposal or such other location as the parties may agree (**Collection Location**); and
- 4.3.2 Delivery is completed on the completion of loading of the Goods at the Collection Location.
- 4.4 Where the Goods are to be delivered by Subsea Energy Solutions:
- 4.4.1 Subsea Energy Solutions shall deliver the Goods to the location set out in the Proposal or such other location as the parties may agree (**Delivery Location**); and
- 4.4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5 Subsea Energy Solutions shall use reasonable endeavours to deliver the Goods in accordance with any delivery dates quoted in the Proposal. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Subsea Energy Solutions shall not be liable for any delay in delivery of the Goods that is caused by Force Majeure Event or the Customer's failure to provide Subsea Energy Solutions with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If Subsea Energy Solutions fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Subsea Energy Solutions shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Subsea Energy Solutions with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 Subsea Energy Solutions will notify the Customer when the Goods are ready to be delivered. If the Customer fails to take or accept (as applicable) delivery of the Goods within three (3) Business Days of Subsea Energy Solutions notifying the Customer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event or Subsea Energy Solutions failure to comply with its obligations under the Contract in respect of the Goods :
- 4.7.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Subsea Energy Solutions notified the Customer that the Goods were ready; and
- 4.7.2 Subsea Energy Solutions shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If ten (10) Business Days after the day on which Subsea Energy Solutions notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as applicable) actual delivery of them, Subsea Energy Solutions may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 Subsea Energy Solutions may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Section 2.0 - Terms & Conditions Of Sale (continued...)

- 4.10 Where the Goods are to be collected by the Customer and exported outside of the United Kingdom, the Customer shall provide Subsea Energy Solutions with proof (to the reasonable satisfaction of Subsea Energy Solutions) that the Goods have been exported outside of the United Kingdom (UK) within three (3) months of their collection by the Customer. If such evidence is not provided by the Customer within three months of their collection, the Customer shall be liable to Subsea Energy Solutions for any VAT charged to Subsea Energy Solutions in relation to such Goods.

5.0 Quality

- 5.1 Subsea Energy Solutions warrants that on a back to base basis, and for a period of twelve (12) months from the date of delivery (warranty period), the Goods shall;
- 5.1.1 Conform in all material respects with their description, the Proposal and any Specification (where applicable);
- 5.1.2 Be free from material defects in design, material and workmanship;
- 5.1.3 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 5.1.4 Be fit for any purpose held out by Subsea Energy Solutions.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 The Customer gives notice in writing to Subsea Energy Solutions during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 Subsea Energy Solutions is given a reasonable opportunity of examining such Goods; and
- 5.2.3 The Customer (if asked to do so by Subsea Energy Solutions) returns such Goods to Subsea Energy Solutions place of business at Customers cost,

Subsea Energy Solutions shall replace the defective Goods.

- 5.3 Subsea Energy Solutions shall not be liable for the Goods failure to comply with the warranty set out in clause 5.1 if:
- 5.3.1 The Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- 5.3.2 The defect arises because the Customer failed to follow Subsea Energy Solutions oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.3.3 The defect arises as a result of Subsea Energy Solutions following any drawing, design or Specification or using any Customer Equipment;
- 5.3.4 The Customer alters or repairs such Goods without the written consent of Subsea Energy Solutions;
- 5.3.5 The defect arises as a result of fair wear and tear, wilful damage, negligence, poor handling and/or installation by a third party or abnormal storage or working conditions; or
- 5.3.6 The Goods differ from their description or the Specification (where applicable) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, Subsea Energy Solutions shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any replacement Goods supplied by Subsea Energy Solutions.

Section 2.0 - Terms & Conditions Of Sale (continued...)

6.0 Title And Risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 Subsea Energy Solutions receives payment in full (in cash or cleared funds) for the Goods and any other goods that Subsea Energy Solutions has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 6.2.2 The Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Subsea Energy Solutions property;
- 6.3.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 Notify Subsea Energy Solutions immediately if it becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4; and
- 6.3.5 Give Subsea Energy Solutions such information as Subsea Energy Solutions may reasonably require from time to time relating to:
- 6.3.5.1 The Goods; and
- 6.3.5.2 The ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Subsea Energy Solutions receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 It does so as principal and not as Subsea Energy Solutions agent; and
- 6.4.2 Title to the Goods shall pass from Subsea Energy Solutions to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, Subsea Energy Solutions may:
- 6.5.1 By notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- 6.5.2 Require the Customer to deliver up all Goods in its possession that have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

Section 2.0 - Terms & Conditions Of Sale (continued...)

7.0 Price And Payment

- 7.1 The price of the Goods shall be the price set out in the Proposal Document or Proposal E-mail.
- 7.2 Subsea Energy Solutions Energy Solution's may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 Any factor beyond Subsea Energy Solutions control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.2.2 Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification (where applicable); or
- 7.2.3 Any delay caused by any instructions of the Customer or failure of the Customer to give Subsea Energy Solutions adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 Excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Subsea Energy Solutions at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 7.3.2 Includes the costs and charges of packaging, insurance and transport of the Goods.
- 7.4 Subsea Energy Solutions may invoice the Customer for the Goods in accordance with the payment structure set out in the Proposal.
- 7.5 The Customer shall pay each invoice submitted by Subsea Energy Solutions:
- 7.5.1 Within thirty (30) days of the date of the invoice or in accordance with any credit terms agreed by Subsea Energy Solutions and included in the Proposal; and
- 7.5.2 In full and in cleared funds to a bank account nominated in writing by Subsea Energy Solutions, and time for payment shall be of the essence of the Contract.
- 7.6 If the Customer fails to make a payment due to Subsea Energy Solutions under the Contract by the due date, then, without limiting Subsea Energy Solutions remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 8 % a year above the Bank of England's base rate from time to time, but at 8 % a year for any period when that base rate is below 0 %.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Section 2.0 - Terms & Conditions Of Sale (continued...)

8.0 Limitation Of Liability

- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 8.2.1 Death or personal injury caused by negligence;
 - 8.2.2 Fraud or fraudulent misrepresentation;
 - 8.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 8.2.4 Defective products under the Consumer Protection Act 1987.
- 8.3 Subject to clause 8.2, Subsea Energy Solutions total liability to the Customer shall not exceed the price paid by the Customer to Subsea Energy Solutions for the Goods.
- 8.4 Subject to clause 8.2, the following types of loss are wholly excluded:
- 8.4.1 Loss of profits;
 - 8.4.2 Loss of sales or business;
 - 8.4.3 Loss of agreements or contracts;
 - 8.4.4 Loss of anticipated savings;
 - 8.4.5 Loss of use or corruption of software, data or information;
 - 8.4.6 Loss of or damage to goodwill; and
 - 8.4.7 Indirect or consequential loss.
- 8.5 This clause 8 shall survive termination of the Contract.

Section 2.0 - Terms & Conditions Of Sale (continued...)

9.0 Termination

- 9.1 Without limiting its other rights or remedies, Subsea Energy Solutions may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of that party being notified in writing to do so;
- 9.1.2 The Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.1.3 The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.1.4 The Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting its other rights or remedies, Subsea Energy Solutions may suspend provision of the Goods under the Contract or any other contract between the Customer and Subsea Energy Solutions if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or Subsea Energy Solutions reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, Subsea Energy Solutions may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to Subsea Energy Solutions all of Subsea Energy Solutions outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Subsea Energy Solutions shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10.0 Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for twenty four (24) weeks, the party not affected may terminate the Contract by giving thirty (30) days written notice to the affected party.

Section 2.0 - Terms & Conditions Of Sale (continued...)

11.0 General

11.1 Assignment And Other Dealings.

- 11.1.1 Subsea Energy Solutions may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 11.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Subsea Energy Solutions.

11.2 Confidentiality.

- 11.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.2.
- 11.2.2 Each party may disclose the other party's confidential information:
- 11.2.2.1 To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
- 11.2.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.3 Entire Agreement.

- 11.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

11.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.7 Notices.

- 11.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 11.7.1.1 Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 11.7.1.2 Sent by e-mail to the email addresses specified in the Proposal.
- 11.7.2 Any notice shall be deemed to have been received:
- 11.7.2.1 If delivered by hand, at the time the notice is left at the proper address;

Section 2.0 - Terms & Conditions Of Sale (continued...)

- 11.7.2.2 If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 11.7.2.3 If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.7.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.8 **Third Party Rights.**
- 11.8.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.8.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 11.9 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England.
- 11.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

End Of Document