(c) the Receiving State shall notify the Sending State of the particulars of all claims and shall keep the Sending State informed of its dealings with the claim. The Receiving State shall take into consideration the reasonable instructions of the Sending State as to the defence or settlement of the claim;

(d) every claim paid by the Receiving State under this paragraph shall be communicated to the Sending State, together with full particulars and a proposed distribution in conformity with subparagraph (e) below. In default of a reply from the Sending State within two months, the proposed distribution shall be regarded as having been accepted by the Sending State;

(e) unless otherwise mutually determined by the Parties, the cost incurred in satisfying claims, including the reasonable cost borne by the Receiving State in dealing with the claim pursuant to the preceding subparagraphs, shall be distributed between the Parties as follows:

(i) where either Party is solely responsible for the damage, injury or death, that Party alone shall meet the cost of the claim in full;

(ii) where both Parties are responsible for the damage, injury or death and can mutually determine the degree of respective responsibility, each Party shall meet the portion of the amount agreed upon for the settlement or determined by adjudication corresponding to the degree of its responsibility; and

(iii) where both Parties are responsible for the damage, injury or death and cannot mutually determine the degree of respective responsibility, or where the damage, injury or death was caused by both Parties and it is not possible to attribute responsibility for the damage, injury or death specifically to either Party, the amount agreed upon for the settlement or determined by adjudication shall be distributed equally between them;

(f) every half-year, a statement of the sums paid by the Receiving State in the course of the preceding half-yearly period in respect of every claim dealt with under this paragraph, regarding which the proposed distribution on a percentage basis under subparagraph (e) has been accepted under subparagraph (d), shall be sent to the Sending State, together with a request for reimbursement and payment details. Such reimbursement shall be made, in the currency of the Receiving State, within the shortest possible time, and at least within two months from the date of the receipt of the statement by the Sending State; and

(g) payment of an amount in satisfaction of a claim by the Receiving State, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the Receiving State shall be considered as a full discharge from liability for the claim, without prejudice to subparagraphs (d) to (f). Such payment, or the final adjudication by such a tribunal denying payments, shall be binding and conclusive upon the Parties.

6. Paragraph 5 shall not apply to:

(a) claims arising out of the use of Official Vehicles which are covered by any private insurance and to the extent covered thereby;

(b) contractual claims. Claims arising under any contract shall be dealt with in accordance with the terms of the relevant contract. Neither Party will indemnify contractors of the other Party for third party liability claims against such contractors; and

(c) except in so far as paragraph 5(e) applies to claims covered by paragraph 3, claims for damage to property arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of cargo, other than claims for maritime matters as mutually determined by the Parties.