

GENERAL TERMS AND CONDITIONS OF SALE

ACCESSENTIAL (PTY) LTD
trading as Ryonic Robotics
Reunert Park
628 James Crescent
Halfway House, Midrand, 1685
Gauteng
SOUTH AFRICA
P.O. Box 35
Halfway House 1685

and

(Herein referred to as the "Supplier")

(Herein referred to as the "Customer")

1 APPLICABILITY, PRECEDENCE

- 1.1 This Agreement (as defined below):
- 1.1.1 shall govern all transactions between the Customer and the Supplier;
- 1.1.2 will only be amended or varied or cancelled or replaced or waived to the extent expressly agreed to in writing and signed by the authorised representatives of each Party;
- 1.1.3 shall overrule any terms and conditions of contract of the Customer, unless specifically otherwise agreed between the Parties in writing; and
- 1.2 If there are any discrepancies or conflict between the provisions of:
- 1.2.1 These terms and conditions and any annexure/s hereto, the provisions of the annexure/s shall prevail;
- 1.2.2 annexures hereto, the annexure with the lower number shall prevail over an annexure with a higher number;
- 1.2.3 these terms and conditions including annexures and any accepted Purchase Order, the provisions of the accepted Purchase Order shall prevail in respect of that specific Purchase Order only.

2 INTERPRETATION, DEFINITIONS

In this Agreement:

- 2.1 clause headings are for reference purposes only and shall not influence the interpretation;
- 2.2 reference to one gender shall include the other genders;
- 2.3 reference to natural persons include juristic persons and vice versa;
- 2.4 reference to the singular shall include the plural and vice versa;
- 2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 2.6 where figures are referred to in numerals and in words, if there is any conflict, the words shall prevail;
- 2.7 all annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof;
- 2.8 expressions defined in this Agreement shall bear the same meanings in annexures hereto;
- 2.9 reference to days, months or years shall be construed as Gregorian calendar days, months or years;
- 2.10 durations shall be reckoned exclusively of the first and inclusively of the last day.
- 2.11 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
- 2.11.1 **"Agreement"** means these terms and conditions and any Purchase Order accepted hereunder, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.
- 2.11.2 **"Business Day"** means any day except a Saturday, Sunday or statutory public holiday in South Africa.
- 2.11.3 **"Commercial Use"** means use by the Customer of the Goods or Services in the ordinary course of business, or substantial readiness for such use.
- 2.11.4 **"Corrupt Act"** means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combatting of Corrupt Activities Act, 2004 of South Africa.
- 2.11.5 **"Customer"** means the Party to whom the Supplier sells the Goods and/or renders the Services.
- 2.11.6 **"Delivery"** means, regardless whether the word is capitalised or not, delivery in accordance with the applicable Incoterms.
- 2.11.7 **"Effective Date"** means the date on which the Purchase Order is accepted by the Supplier and any

- suspensive conditions agreed to by the Parties have been fulfilled.
- 2.11.8 **"Goods"** means the equipment, parts, components, and materials sold by the Supplier to the Customer, as set out in a PO.
- 2.11.9 **"Incoterms"** means the International Commercial Terms 2010 rules, published by the International Chamber of Commerce.
- 2.11.10 **"Letter of Credit" or "LC"** means an irrevocable confirmed Letter of Credit opened and issued at the Customer's cost with a first-class international bank, payable in South Africa and confirmed by a first class international bank acceptable to the Supplier.
- 2.11.11 **"OHSACT"** means the Occupational Health and Safety Act, 85 of 1993 of South Africa.
- 2.11.12 **"Parties"** means the Customer and the "Supplier" and "Party" means either of them.
- 2.11.13 **"Proof of Delivery", "POD"** means written acknowledgement by the Customer that the Goods have been duly delivered, as provided in clause 6.
- 2.11.14 **"Purchase Order/PO"** means an official, written order issued by the Customer to the Supplier to supply Goods and/or Services.
- 2.11.15 **"Services"** means the services, if any, sold and rendered by the Supplier to the Customer, either in connection with the Goods or otherwise, as set out in a PO.
- 2.11.16 **"Supplier"** means Accessential (Pty) Ltd (2014/284005/07) of 628 James Crescent, Halfway House, Midrand 1685, South Africa.

3 PRICES

- 3.1 All prices are in South African Rand (ZAR), exclude Value Added Tax and are stated:
- 3.1.1 Ex Works/EXW the Supplier's premises, "Midrand, Gauteng" for deliveries in South Africa; or
- 3.1.2 DAT at the nominated terminal for delivery outside South Africa, in accordance with the Incoterms.
- 3.2 Prices are subject to rate of exchange fluctuation and escalation. Rate of exchange fluctuation between Effective Date and date of payment is the Customer's risk and will be added to the prices.

4 PAYMENT TERMS

- 4.1 The prices and all other amounts due under this Agreement shall be due and payable within 30 (thirty) days from date of the Supplier's tax invoices, presented as follows:
- 4.1.1 Goods:
40% (forty percent) of the prices on PO, 30% (thirty percent) on date of shipment and 30% (thirty percent) of the prices on delivery/waybill).
- 4.1.2 Services:
100% (one hundred percent) of the prices on date of rendering such Services.
- 4.2 Payment shall be made by:
- 4.2.1 Letter of Credit on or before date of shipment and for delivery outside South Africa;
- 4.2.2 electronic funds transfer into the Supplier's nominated bank account in clause 5 and the Customer shall immediately e-mail proof of payment to the Supplier.
The Customer shall be deemed to have paid the amount stated on the proof of payment only once the Supplier has received the payment.
- 4.3 Late payment of any amount that is properly due and payable by either Party to the other Party under this Agreement shall attract interest at 3% (three percentage points) plus the prime interest rate quoted by Nedbank Limited in South Africa, from time to time per annum, compounded monthly in arrears.
- 4.4 A certificate issued and signed by the Chief Financial Officer, or duly authorised Financial Manager of the Supplier, whose authority need not be proved, stating the amount owing and/or the

amount of interest payable by the Customer, is prima facie proof of the facts stated therein and the amount of the indebtedness of the Customer to the Supplier. The certificate may be used in support of any application by the Supplier for default- or summary judgment, provisional sentence, or any other legal proceedings.

- 4.5 The Customer shall not be entitled to withhold payment of the prices or any other amount legally due for any reason whatsoever, notwithstanding that a dispute may be pending between the Parties or as a retention or as a result of a third party not paying the Customer for any Goods or Services sold to them, nor shall the Customer be entitled to make any deduction from the prices or any other amount due, or to set off any alleged claim against the amounts due by the Customer to the Supplier.
- 4.6 The Customer may not cancel any Purchase Order placed, except upon written notice and only if accepted by the Supplier and on payment of a reasonable cancellation charge determined by the Supplier.
- 4.7 The Customer hereby acknowledges and agrees that information regarding its payment behaviour may be disclosed to any registered credit bureau and/or any other suppliers, but only if a payment default in excess of 45 (forty five) days from presentation of the Supplier's tax invoice occurs.

5 BANK ACCOUNT DETAILS

The Supplier's local bank account details are as follows:

Bank:	Investec Bank Limited
Branch:	100 Grayston Drive, Sandton
Branch code:	580105
Account no:	10011704305
Account name:	Accessential (Pty) Ltd
Type of account:	Current Account
Swift code:	IVESZAJJXXX

6 DELIVERY

- 6.1 If any permit, licence or authorisation is required for
- 6.1.1 the export of Goods from South Africa; or
- 6.1.2 the transport of Goods;
- then, subject to the applicable Incoterms, the Supplier shall obtain such permit, licence, or authorisation timeously and at its own cost.
- 6.2 If any permit, licence or authorisation is required for
- 6.2.1 The import into the Customer's country; or
- 6.2.2 the transport of Goods; or
- 6.2.3 payment to be effected in accordance with this Agreement;
- then, subject to the applicable Incoterms, the Customer shall obtain such permit, licence or authorisation timeously and at its own cost.
- 6.3 Should the Supplier at the Customer's request, which request may be granted or refused at the Supplier's sole discretion, agree to engage a third party ("Shipping Agent") to supply courier- or transport services in regards to the Goods on behalf of the Customer, then:
- 6.3.1 The Supplier is authorised to engage a Shipping Agent as agent for the Customer on such terms and conditions as it deems fit; and
- 6.3.2 The Customer indemnifies the Supplier against all demands and claims which may be made against it by the Shipping Agent so engaged and all liability which the Supplier may incur to the Shipping Agent or any third party arising out of the transportation of the Goods.
- 6.4 The Customer shall immediately upon receipt check the content of the Goods. On signature of the Proof of Delivery, the Customer is deemed to have received the Goods referred to in the Purchase Order or any other delivery notice, without shortage or defect and the Customer shall have no claim against the Supplier for non-delivery of, or shortages in the Goods. Should the Customer fail to sign the Proof of Delivery prior to the Shipping Agent's or Customer's vehicle leaving the point of delivery, the signature of a representative of the Supplier shall be prima facie proof that the Goods were delivered without defect or shortage.
- 6.5 Time is not of the essence, except as may be otherwise agreed in writing by the Parties in respect of a specific Purchase Order and in which event the Customer's may only impose a penalty under clause 7 for delay. The Supplier shall not be liable for any loss or damage of any nature whatsoever, should delivery of Goods or rendering of Services not be made within the period stated in the Purchase Order or the Supplier's documentation.
- 6.6 Should delivery of any Goods not be accepted by the Customer, consignee or party nominated by the Customer to accept delivery, then the Supplier shall, in its sole discretion:
- 6.7 be entitled to store the Goods and any part thereof at no risk to the Supplier and at the expense of the Customer; or
- 6.8 after obtaining a competent court order, sell the Goods in execution and retain the proceeds thereof as rouwkoop or as

liquidated damages for the settlement or part settlement of the return and storage of the Goods.

7 PENALTIES FOR LATE DELIVERY

- 7.1 The Supplier shall not be liable for the payment of any penalties unless specifically so stated in an accepted Purchase Order, in which event the provisions of clause 7.2 shall apply.
- 7.2 Subject to clause 7.1 hereof and if the Supplier fails to deliver Goods or Services within the time period agreed upon, the Supplier shall pay to the Customer an amount of 0,5% (nil comma five percent) of the prices of the outstanding Goods or Services as a penalty for such default, for every week or part of a week which expires between the agreed time for delivery and the actual date of delivery; provided that the maximum aggregate amount payable by the Supplier to the Customer for such delay shall not exceed a sum equal to 5% (five percent) of the prices of the outstanding Goods or Services.

8 TESTING

- 8.1 Prior to delivery the Goods have been subjected to the Supplier's factory testing procedures and quality inspection. No provision has been made in the prices of the Goods and Services for the performance of any other type- or special tests and, subject to clause 8.2, the Supplier shall not be liable for the performance of such additional or special tests. If any acceptance tests are agreed by the Parties, Commercial Use constitutes final acceptance regardless whether the tests have been carried out or not.
- 8.2 If the Customer requests any other testing to be done by the Supplier, the Supplier may in its sole discretion do so, subject to the Parties agreeing to a price for such testing.

9 RISK AND OWNERSHIP

- 9.1 The risk passes to the Customer in terms of the stated Incoterms.
- 9.2 Notwithstanding the date of delivery and notwithstanding the date of passing of the risk, ownership in the Goods only passes to the Customer on receipt by the Supplier of the full price in respect of the Goods.
- 9.3 Notwithstanding the stated Incoterms, should the Parties agree that Goods already paid for by the Customer are temporarily stored at the Supplier's premises, such storage shall be at the Customer's risk.

10 SERVICES

- 10.1 The Supplier shall adopt reasonable professional techniques and standards and provide the Services with due skill, care and diligence. The Supplier may sub-contract the Services in whole or in part to any third party of the Supplier's choice, but this shall not relieve the Supplier of its liability or obligations under the Agreement.
- 10.2 The Supplier shall provide the Services during the hours between 08:00 and 16:00 on Business Days.
- 10.3 The Services shall be charged for as agreed or failing that, at the Supplier's latest call-out, travel and hourly rates. At the Customer's request, Services outside the hours and/or outside the scope of this Agreement may be provided in the Supplier's discretion, at the Supplier's then latest after-hours call-out, travel and hourly rates

11 AUTHORISED REPRESENTATIVES

- 11.1 The Supplier and the Customer shall each appoint an authorised representative to liaise with the other regarding day-to-day decisions in connection with the performance of this Agreement. The authorised representatives shall each have the power to make all such decisions as may be required from him by the other Party (except to vary the Agreement or any price or amount due hereunder) and the other Party shall be entitled to act upon such decisions. The Parties shall not accept instructions or requests from the other Party other than through the authorised representative, and all such instructions and/or requests shall be in writing.
- 11.2 The appointed representative of a Party may be changed by written notice.

12 WARRANTY

- 12.1 The Supplier shall not be liable on the ground of any common law warranty in respect of the Goods and Services, including without limitation against latent defects in, or relating to "fitness for purpose" of, the Goods and Services.
- 12.2 Subject to clause 12.1 the Supplier warrants that:
- 12.2.1 the Goods will be free from defects in material and workmanship under normal use and service for a period of 12 (twelve) months after delivery;
- 12.2.2 the Services will be free from faulty workmanship for a period of 3 (three) months after provision thereof, and

- 12.3 The Supplier shall make good any defect, by repair or at its option replacement, which appears in the Goods or Services during the applicable warranty period above, provided that:
- 12.3.1 the Supplier is notified in writing within 7 (seven) days of the alleged defect occurring; and
- 12.3.2 the Customer has fulfilled all its obligations under this Agreement.
- 12.4 Transport of the defective Goods to and from the Supplier's nominated premises shall be at the Customer's cost.

13 INTELLECTUAL PROPERTY

- 13.1 The Supplier and its licensors retain all intellectual property rights to, and in respect of, the Goods, Services and related items. The Customer shall only use the Goods, Services and related items subject to this Agreement and for the purposes for which they have been developed, manufactured and supplied to the Customer.
- 13.2 Without limitation to the above, the Customer shall not have any right directly or indirectly to copy, reverse engineer or manufacture the Goods, or to license, lease, dispose of, distribute, disclose or otherwise exploit any intellectual property whatsoever of the Supplier and its licensors, or any part thereof, or to attempt to do so, or to allow others to do so.
- 13.3 Should the Customer become aware of any threatened or actual infringement of any patent, design, copyright or other intellectual property of the Supplier or its licensors, then the Customer shall forthwith, in writing inform the Supplier accordingly and shall provide such cooperation and assistance as the Supplier may reasonably require in the enforcement of its rights against any person.
- 13.4 In the event of any claim being proved by a third party in respect of an infringement of any intellectual property rights relating to any part of the Goods (other than a part based on a design or instructions furnished by the Customer), the Supplier shall at its expense and sole election either replace or modify such part with a non-infringing part or procure the right for the Customer to use such a part, provided that the Supplier is given full opportunity to conduct all negotiations in respect of such claim. Such claim shall not be acknowledged or settled by the Customer without prior written consent of the Supplier.
- 13.5 The Customer warrants that any design or instructions furnished by it shall not be such as to cause the Goods to infringe any intellectual property rights of a third party.

14 CONFIDENTIALITY

- 14.1 Confidential information includes, without limitation:
- 14.1.1 information relating to the Goods, Services and the intellectual property, know-how, methods and techniques employed by a Party;
- 14.1.2 financial and commercial information regarding this Agreement, or a Party in relation to its obligations pursuant to this Agreement.
- 14.2 Each Party shall not (and shall procure that its employees and agents shall not) for the duration of this Agreement, or at any time after the expiration or termination of this Agreement for any reason, disclose to any person (other than to its professional advisers on a need to know basis, or in compliance with a court order) or otherwise make use of any confidential information of the other Party.
- 14.3 Nothing in this clause 14 shall restrict the rights of either Party to use such information or documents for the purposes of legal enforcement of this Agreement in accordance with its terms.

15 BREACH AND INSOLVENCY

- 15.1 Should either Party fail to remedy any breach of contract within 14 (fourteen) days of a written request by the other Party to do so, then in such event the innocent Party may, without prejudice to any of its rights in terms of the Agreement or in law, cancel the Agreement by written notice with immediate effect, with or without claiming damages.
- 15.2 In the event that a Party
- 15.2.1 commits an act of insolvency;
- 15.2.2 is placed under a provisional or final winding-up, or is subject to business rescue proceedings;
- 15.2.3 suffers that its credit rating is downgraded or its credit facilities withdrawn or rejected by any financial institution or credit bureau, or
- 15.2.4 fails to satisfy or take steps to have set aside any judgment taken against it within 20 (twenty) days after such judgment has come to its notice;
- then the other Party may terminate the Agreement on written notice with immediate effect.
- 15.3 Nothing in this clause 15 shall prevent a Party from claiming specific performance or damages for any breach, or from terminating the Agreement by written notice with immediate effect for any material breach of contract.

16 DISPUTE RESOLUTION AND GOVERNING LAW

- 16.1 Subject to the Supplier's right in each instance to elect to institute action for payment of the prices and any other amounts due under the Agreement in any court of competent jurisdiction, in the event of any disagreement or claim ("dispute") arising out of or relating to this Agreement (including without limitation, as to its existence or validity), the senior executives of the Parties or their delegates designated in writing shall endeavour to settle the dispute through bona fide negotiations within 14 (fourteen) days of the dispute being referred to them by written notice from either Party.
- 16.2 Should the Parties be unable to settle the dispute by the means and within the timeframe stated above, either Party may refer the dispute for final decision by arbitration in accordance with the rules for commercial arbitrations ("rules") of the Arbitration Foundation of Southern Africa ("AFSA"), by one or more arbitrator/s appointed in accordance with the rules.
- 16.3 Unless otherwise agreed in writing the arbitration shall be held in Sandton in the Republic of South Africa and conducted in the English language. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.
- 16.4 The decision of the arbitrator/s may be made an order of court. For these purposes and those of clause 17 the Parties irrevocably submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 16.5 This Agreement shall in all respects be governed by the law of South Africa, without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall be excluded.
- 16.6 This clause 16 is severable from the rest of the Agreement and shall survive the expiry or termination for whatsoever reason of the Agreement.

17 URGENT RELIEF

The provisions of clause 16 shall not preclude any Party from access to a competent court of law for relief in the form of:

- 17.1 an interdict, including a mandatory interdict; or
- 17.2 an order for specific performance.

18 LIMITATION OF LIABILITY AND INDEMNITY

- 18.1 Neither Party shall be liable to the other for any loss of profit, loss of use, interruption or reduction of operation, loss of data (including the recovery thereof), loss of production, loss of contracts or for any indirect or consequential damage that may be suffered by the other even if advised of the possibility of such damages and regardless of the form in which any action is brought.
- 18.2 Neither Party's aggregate liability to the other for any claim or claims for damages, out of or in connection with any cause arising from this Agreement, whether in contract or delict or any other cause of action, will in any event exceed 100% (one hundred percent) of the value of the Goods and Services supplied to the Customer under this Agreement during the 12 (twelve) months immediately prior to the events leading to the cause of action.
- 18.3 Nothing contained in clauses 18.1 and 18.2 above shall limit either Party's liability to the other in respect of:
- 18.3.1 death or injury of any person, or damage to property;
- 18.3.2 infringement of intellectual property rights;
- 18.3.3 breach of confidentiality;
- 18.3.4 the indemnity in clause 6.3.2; or
- 18.3.5 intentional, fraudulent or criminal acts.
- 18.4 Subject to clauses 18.1, 18.2 and 18.3 above, each Party (the "indemnifying Party") agrees to defend, indemnify and hold the other Party, its directors, employees, agents and other members of its group of companies, as that term is defined in the Companies Act 71 of 2008 of South Africa, (each an "indemnified Party") harmless from any and all claims, damage, cost, liability and expense including reasonable attorney's fees caused by, relating to or arising from:
- 18.4.1 the acts or omissions of the indemnifying Party, its directors, employees or agents;
- 18.4.2 any alleged libel, defamation, slander, invasion of privacy or any similar delict, or breach of any contractual right of a third party, or infringement of any intellectual property right of a third party including rights under patents, trademarks, copyright, trade secret, or confidentiality obligations, or rights of privacy and publicity resulting from, relating to or arising out of the acts or omissions of the indemnifying Party, except where any such claim relates to or arises out of any material furnished by the indemnified Party.
- 18.5 The Parties will co-operate in the defence of any matter arising from an indemnity under clause 18.4. A Party has the right to participate in the conduct of the defence with legal counsel chosen by it.

19 **NOTICES AND DOMICILIUM**

- 19.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the Parties choose their respective physical addresses.
- 19.2 Any notice addressed to a Party shall be delivered by hand during office hours to its physical address, or sent by registered post to its postal address.
- 19.3 Any notice shall be deemed to be received (unless the contrary is proved):
- 19.3.1 if hand delivered, on the day of delivery;
- 19.3.2 and if posted by prepaid registered post, 14 (fourteen) days after the date of posting.
- 19.4 Although the Parties may correspond via electronic mail for operational purposes, no valid notice under, or amendment to the terms of, this Agreement may be given or concluded by way of a data message as defined in the Electronic Communications Act, 25 of 2002 of South Africa.
- 19.5 A Party may by written notice to the other Party change its domicilium to another address in South Africa which is not exclusively a post office box or poste restante. The change will become effective on the 5th (fifth) day following deemed receipt of the notice.
- 19.6 No provision of this domicilium clause shall be taken as affecting the validity of any notice which is actually received by a Party, whether at its domicilium or not and whether delivered in terms of the express provisions of this domicilium clause or not and any notice which is actually received by a Party shall be deemed to be notice validly given.

20 **COMPLIANCE WITH LAWS AND ANTI-CORRUPTION**

- 20.1 Each Party shall in all matters arising from or relating to the fulfilment of this Agreement conform at its own expense with all laws and legislation relevant hereto.
- 20.2 The Parties shall not be entitled to claim or receive any benefits or rewards arising from the Agreement, other than specifically provided for in this Agreement.
- 20.3 Each Party warrants that neither it nor any of its employees, associates or agents have committed, or admitted to, or have been convicted of, any Corrupt Act in relation to the Agreement and that it has ensured that all anti-corruption laws, internal processes and anti-corruption preventative measures have been complied with, prior to signature of this Agreement and will continue to be complied with for the duration hereof.
- 20.4 Failure by a Party to comply with this clause 20 shall constitute a material breach of contract.

21 **GENERAL**

- 21.1 **Validity and Severability**
- If any provision of this Agreement is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of this Agreement.
- 21.2 **Contra Proferentem**
- The rule of construction that in the event of any uncertainty in any provision in any agreement, such agreement shall, in construing/interpreting the uncertainty, be construed or interpreted against the drafter of such agreement, shall not be applicable to this Agreement.
- 21.3 **Variation**
- No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by the Parties.
- 21.4 **Waiver**
- No waiver on the part of a Party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.
- 21.5 **Vis Major**
- 21.5.1 Failure to comply with any of the terms and conditions of the Agreement if occasioned by or resulting from an act of nature or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations (including without limitation in respect of any permit, licence or authorisation contemplated in clauses 6.1 and 6.2), as well as shortages, interruptions, fluctuations or the unavailability of electrical power, water supply or means

of communication or any circumstances of like or different nature beyond the reasonable control of the Party so failing ("vis major"), will not be deemed to be a breach of the Agreement, nor will it subject either Party to any liability to the other.

- 21.5.2 Should a Party's performance of an obligation become temporarily impossible owing to vis major, that Party shall:
- 21.5.2.1 as soon as reasonably possible after the vis major sets in notify the other Party in writing of the incidence of vis major;
- 21.5.2.2 be released from performance of the affected obligation for so long as the vis major prevails;
- 21.5.2.3 use its best endeavours to recommence performance of the affected obligation, to whatever extent reasonably possible, without delay; and
- 21.5.2.4 co-operate with the other Party in implementing such contingency measures as the other Party may reasonably require.
- 21.6 Should the circumstances of vis major continue for longer than 90 (ninety) days, either Party shall be entitled to terminate the relevant PO, or if appropriate the Agreement, with immediate effect by written notice.
- 21.7 **Cession and Delegation**
- A Party cannot validly cede any right or delegate any obligation arising under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, the Supplier may by written notice to the Customer cede and delegate this Agreement to any other company controlled by Reunert Limited 1913/004355/06.
- 21.8 **Warranties**
- No Party has given any warranty or made any representation to the other Party, other than as expressly set out in this Agreement.
- 21.9 **No Agency**
- The Supplier is an independent contractor to the Customer and nothing in this Agreement constitutes a relationship of employment, agency, joint venture or partnership between the Parties. A Party shall not hold itself out as being an agent or partner of the other Party, or as being in a joint venture with the other Party. A Party shall not assume or create or attempt to assume or create directly or indirectly any obligation on behalf of or in the name of the other Party.
- 21.10 **Arrangements under section 37(2) of the OHSACT**
- Each Party is an employer in its own right, a specialist in its own field of operations, performs work using its own employees and/or agents and its activities, methodologies and work are not directly supervised by the other Party. Each Party shall comply with the OHSACT accordingly.
- 21.11 **Co-operation and Support**
- 21.11.1 Each Party undertakes at all times to use commercially reasonable efforts to co-operate, to perform all such actions and take such steps and to procure the cooperation, the performance of all such actions and taking of all such steps as may be open to it and necessary for and incidental to the putting into effect and maintenance of the provisions of this Agreement.
- 21.11.2 Without limitation to the generality of the foregoing, the Customer shall promptly upon request by the Supplier provide an End User Certificate to enable the Supplier to obtain any permit, licence or authorisation that it is obliged to obtain.
- 21.12 **Non Solicitation**
- A Party shall not without the prior written consent of the other Party, either during, or within 12 (twelve) months after termination or cancellation of this Agreement for whatsoever reason, engage, employ or otherwise solicit for employment, whether directly or indirectly, any person who during the currency of this Agreement was engaged in the performance of this Agreement as an employee or temporary employee of the other Party, or of the other Party's suppliers under this Agreement. A Party in breach of this clause shall pay to the other Party as liquidated damages an amount equal to the gross annual salary as calculated immediately prior to the breach (including any commissions and other payments) of the person so engaged, employed or solicited.
- 21.13 **Entire Agreement**
- The terms contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements, and understanding of the Parties.
- 21.14 **Language**
- The ruling language of this Agreement and for communications

and notices shall be English. All documents, manuals, certificates, notices, materials and training, if any, to be supplied by a Party under this Agreement shall be in English.

21.15 Costs

Each Party shall bear its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement. Any legal costs incurred by a

Party arising out of or in connection with a breach by the other Party, shall be borne by the Party in breach on a scale as between attorney and client.

21.16 Counterparts

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

22 **SIGNATURES**

Signed by the authorised signatories of the Parties, each signatory warranting his/her authority hereto.

For: SUPPLIER	For: CUSTOMER
(signature)	(signature)
(name)	(name)
(date and place)	(date and place)
(witness)	(witness)