



A Tyco Business

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Condition (“Terms & Conditions”) apply to all outstanding and future purchase orders (“Purchase Orders”) between ADT Security (Pty) Limited (“**Buyer**”) a company incorporated under the laws of South Africa and whose address is 1 Charles Crescent, Eastgate Extension 4, Sandton and [NAME OF SELLER], (“**Seller**”) a _____ [corporation] whose address is [SELLER ADDRESS].

1. Scope. These Terms & Conditions govern the purchase of products and services (collectively, “Products”) pursuant to Purchase Orders issued to Seller by Buyer, subject to any additional terms and conditions appearing on the face of Buyer’s Purchase Order. These Terms & Conditions may be amended by mutual written agreement of the parties, including email proposal and acceptance by each party’s authorized representative.

2. Purchase Orders. A Purchase Order shall be deemed accepted by Seller if Seller fails to provide written notice of rejection within forty eight (48) hours of Buyer’s issuance of the Purchase Order. For electronic data interchange (“EDI”) orders, Seller also agrees to comply with Buyer’s then-current EDI Supplier Handbook, a copy of which will be provided to Seller upon request. Any additional terms on any Seller form are objected to and rejected and shall not be binding on or enforceable against Buyer.

3. Software. If the Products include or incorporate software developed, owned or licensed by Seller (“Software”), Seller hereby authorizes Buyer to sell, resell and/or license the Software to Buyer’s customers (“Buyer’s Customer(s)”). Use of the Software by Buyer’s Customer(s) shall be subject to Seller’s End User License Agreement, if applicable (the “EULA”), or, if no such EULA is provided, shall be subject to Buyer’s standard end user license agreement terms.

4. Hardware. “**Hardware**” shall be defined as hardware and other tangible Products, and may include both hardware and compiled and embedded versions of Software needed for the device to function (such Software being referred to as “**Firmware**”). If Buyer’s Customer(s) requests information needed for the manufacture of Hardware, including but not limited to source code for the Firmware and information related to the manufacture of spare parts and any and all other actions necessary to support such Hardware, then Seller agrees to deposit the foregoing into escrow upon terms mutually agreeable to the parties.

5. Shipping. Seller shall ship all Products to Buyer in new condition. Seller shall fulfill each Purchase Order in accordance with its terms and the provisions hereof. All Products shall be shipped to Buyer (Incoterms 2010) DDP or as required by Buyer. Title and risk of loss shall pass to Buyer at the time the Products are delivered to Buyer’s carrier at the delivery point or the agreed-to Incoterms 2010 shipping method. Seller shall convey to Buyer good title, free and clear of all liens and other security interests. Freight charges shall be billed by Buyer’s designated carrier to Buyer’s third party carrier account(s) (as designated by Buyer) unless otherwise specified in the Purchase Order. If Seller fails to deliver Products in accordance with the lead-time specified in this Agreement or the applicable Purchase Order, Seller will be responsible for all premium freight charges and any other associated costs required to supply Product to Buyer as soon as possible.

6. Product Documentation. Seller shall enclose with each shipment of Products one (1) complete up-to-date set (in electronic or paper format) of its standard user and technical manuals setting forth pertinent information relating to the operation, installation and maintenance of Products, including all warranties and Product warnings, for each Product shipped (“Product Documentation”). Each Product shall conform to the “**Performance Warranty**” (as defined below) and the other terms of this Agreement and applicable Purchase order (each, a “**Conforming Product**”). A Product will not be deemed a Conforming Product until Buyer receives the corresponding Product Documentation. Buyer shall have the right to use, reproduce, translate and disclose information contained in the Product Documentation to Buyer’s Customer(s) for marketing, installation, maintenance and repair of Products and for such other purposes as Seller may expressly authorize in writing. Seller shall be required to supply Product Documentation in the specific language required by Buyer at no additional cost to Buyer.

7. Purchase Prices and Payment Terms.

a. Seller shall sell the Products to Buyer at the purchase prices set forth on the applicable Purchase Order (“**Purchase Price**”). Subject to the terms and conditions herein, Buyer will remit payment of the Purchase Price due (less any applicable discounts or offsets) for each Conforming Product as agreed between the parties, provided, however that the invoice date shall not be earlier than the date the Products are actually shipped to Buyer. Buyer shall have option to pay in its local currency.

b. Seller represents and warrants to Buyer that the Purchase Price for each Product shall not exceed the lowest purchase price for such Product offered by Seller to any of its other customers purchasing similar Products in similar volumes. If Seller extends a lower price for any Product to any other customer, Seller will notify Buyer thereof within five (5) business days of such offer and shall reduce the Purchase Price to such price effective as of the date of such sale.

c. The Purchase Price for each Product shall be all-inclusive and represents the sole and exclusive consideration to Seller for the Products or otherwise, except for (i) any freight and insurance costs for which Buyer is responsible, and (ii) applicable sales, use and excise taxes on the Products.

8. **Cancellation of Purchase Orders.** Buyer may cancel any Purchase Order, in whole or in part, without further obligation or liability to Seller, at any time prior to Seller's shipment of the Products by providing Seller notice of such cancellation electronically, by facsimile or by mail.

9. **Performance Warranty; Inspection; Acceptance**

a. **Performance Warranty.** Seller hereby warrants to Buyer that for a period of twenty-four (24) months following Buyer's acceptance of the Products (the "**Warranty Period**") such Product shall: (i) be fit for its intended purpose; (ii) be free from defects in materials, workmanship, and design; (iii) operate in conformity with the performance, functionality, and other specifications contained in its Product Documentation; and (iv) conform to all specifications, drawings, and descriptions referenced or set forth in the applicable Purchase Order and (v) complies with applicable standards and meets testing requirements of approval agencies, such as Underwriters Laboratories, if applicable (collectively, the "**Performance Warranty**"). The Performance Warranty shall survive the termination and expiration of the Warranty Period with respect to any claim made by Buyer prior to such termination or expiration. Notwithstanding anything contained herein to the contrary, Buyer may, at its option, assign or otherwise transfer the Performance Warranty, in whole or in part, on any particular Product(s) to any of Buyer's Customer(s); whereupon (A) Buyer's Customer(s) may enforce such Performance Warranty against Seller on, in, and for Buyer's Customer's own behalf, name, and benefit, and (B) Buyer may enforce such Performance Warranty against Seller on, in, and for Buyer's or Buyer's Customer's behalf, name, or benefit.

b. **Warranty Obligations.** During the Warranty Period, Buyer may, at its option, return, or require Seller to repair or replace any Product that fails to conform to its Performance Warranty in any respect whatsoever ("**Defective Product**"). In the case of Product returns, Seller shall grant Buyer a credit or give Buyer a refund equal to the full amount of the Purchase Price originally paid by Buyer for the Product. All return shipments of Defective Products to Seller shall be at Seller's sole cost, risk, and expense. Seller shall bear all shipping cost for warranty returns and all costs and expenses incurred by Buyer to replace a Defective Product with a new Conforming Product, including but not limited to, labor and travel expenses. Buyer has the right to return Products on a per occurrence basis with no minimum quantity required. At the end of the Warranty Period, Seller will make available to Buyer any technical documentation (including schematic diagrams), repair parts and training as may be reasonably necessary for Buyer to maintain and repair the Products.

c. **Excessive Failure Rates; Recalls.** If (i) any of Seller's Product experiences greater than a 2% annual failure rate (as measured by Buyer's quality metrics/systems) within any consecutive ninety (90) day period after Buyer's acceptance of such Product, or (ii) any Product is subject to a mandatory or voluntary recall, Seller shall reimburse Buyer for all reasonable and documented direct service labor costs required to remedy problems at Buyer's Customer(s)'s facility due to said defect(s), including but not limited to, service calls, priority shipping costs and replacement products, provided Buyer provides to Seller (A) reasonable documentation demonstrating that the Products are defective due to failure to comply with Seller's warranty and not due to misuse, abuse, improper installation or other causes not attributable to Seller; and (B) a reasonable opportunity to inspect the Defective Products to confirm compliance with the foregoing terms.

d. **Inspection.** All Products shall be subject to inspection and testing by Buyer prior to acceptance and payment of the Purchase Price therefor. The provisions of Article 201 Swiss Code of Obligations shall not apply. Any Product requiring installation shall not be deemed finally accepted until Buyer establishes that such Product conforms to the Performance Warranty through installation, inspection or use thereof. The Performance Warranty on each Product shall survive any testing, inspection, delivery, payment, and acceptance of any Product by Buyer.

e. **Out of Box Warranty.** Seller will provide warranty advance replacement for out-of-box failures if the failure occurs within thirty (30) days of Buyer's receipt. Seller will issue a warranty advance replacement number and form to Buyer. Warranty advance replacements must be returned to Seller within fifteen (15) days of Seller issuing the advance replacement number to Buyer. Seller will immediately ship the replacement item at no cost to Buyer. Advanced replacement does not include new items purchased from Seller which are covered by the original equipment manufacturer's warranty.

f. **Excess and Premature Product.** Buyer shall not be obligated to accept or pay for: (i) any Products in excess of the quantity specified on the Purchase Order ("**Excess Product(s)**"), (ii) Products that have been discontinued while in transit, or (iii) deliveries arriving more than five (5) days in advance of the delivery date specified on the Purchase Order ("**Premature Product(s)**").

g. **Rights and Remedies.** No payment shall be due hereunder for any amount invoiced for any Defective Product, Excess Product, Premature Product not accepted by Buyer, or any Product not received at the delivery location by the delivery

date specified on the Purchase Order ("**Undelivered Product(s)**"). Nothing herein shall limit Buyer's right to cancel Purchase Orders for Defective Products and Undelivered Products or Buyer's right to revoke its acceptance of any Defective Product under these Terms & Conditions or applicable law.

10. Indemnification. Seller agrees to defend, indemnify and hold Buyer harmless from and against all damages, losses, claims, costs and expenses (including reasonable attorneys fees) arising out of the following: (a) the acts or omissions of Seller; (b) the Products or any defects therein; (c) any allegation that a Product infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of a third party; and (d) any violations by Seller of applicable laws or regulations. Buyer shall give Seller prompt notice of any such claims and shall permit Seller to control the defense and settlement of claims, and shall reasonably cooperate with Seller in connection with the defense and settlement of claims. The foregoing indemnification obligations shall not be limited by the amount or existence of insurance maintained or provided by Seller.

11. Insurance. Seller agrees to obtain and maintain Commercial General Liability Insurance with minimum limits of \$5 million per occurrence at Seller's sole cost and expense.

12. Terms Applicable to Services (Work) Only. As used herein, the term "Work" is defined as the entire effort described in these Terms and Conditions and any the drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime contract between Buyer and its customer (including, but not limited to, the drawings, specifications, general conditions, and supplementary conditions (if any) for such prime contract), and any other document specifically incorporated by reference (the "**Contract Documents**"). Seller assumes to Buyer all of the obligations Buyer assumes to Buyer's Customer(s) under the prime contract, Contract Documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

a. Plans and Specifications. If required by Buyer, and prior to the commencement of any Work, Seller shall prepare and submit to Buyer for review complete plans and specifications detailing the Work and materials to be supplied hereunder. Buyer shall review such plans and specifications and make comments in writing. Seller shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to Buyer.

b. Project Schedule. Seller agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Seller agrees to furnish Buyer, on demand, all information necessary for Buyer to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Seller's materials.

c. Diligent Prosecution of Work. It is agreed that Seller shall commence and at all times carry on, perform, and complete the Work to the full and complete satisfaction of Buyer. It is specifically understood and agreed that in the event Buyer shall at any time determine that Seller is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, or if Seller fails to correct, replace, or re-execute faulty or defective Work done or materials as required by Buyer, then Buyer shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of Seller, without prejudice to Buyer's other rights or remedies for any loss or damage sustained. In such case, Seller shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Purchase Price shall exceed the expense of Buyer in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to Seller. If such expense shall exceed such unpaid balance, Seller shall pay the difference to Buyer upon demand by Buyer. The term "failure of performance" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by Buyer, and failure to begin the Work by the commencement date set forth in the Purchase Order and to diligently prosecute the same to completion and acceptance by Buyer.

d. Changes in Scope of Work. Any time before completion and final acceptance of the Work, Buyer may, by written order, direct Seller to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by Buyer through the issuance of a written change order before the commencement of the changed Work. Should Seller proceed with the Work, which constitutes a change from the scope of Work, without written authorization from Buyer, Seller shall, if requested by Buyer, remove such changed Work and install the Work in accordance with the Contract Documents at Seller's sole cost and expense. Seller shall also be responsible for all costs and damages caused by any delay.

e. Subcontractors. Seller agrees to bind every permitted subcontractor and sub-subcontractor to the terms of the Contract Documents so far as same is applicable to their respective Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate Buyer to pay or see to the payment of any moneys to any subcontractor, sub-subcontractor or material man, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of Seller of any subcontractors or sub-subcontractor. Seller shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. Seller shall designate an individual to be its authorized on-site superintendent, which designee must be approved by Buyer, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that Buyer in any way interferes with Seller's right to hire and fire its employees, assign duties to them, fix their working hours, wages or terms and conditions of employment, which right shall be absolute.

f. **Hazardous Materials.** Should any hazardous materials or conditions be encountered at the job site, Seller shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to Buyer.

g. **Status of Supplier.** It is expressly understood and agreed to by both parties hereto that Seller is acting as an independent contractor, and nothing herein shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture or otherwise between the parties hereto, nor shall it be construed as creating any relationship between Buyer and Seller's employees. Seller shall have no right or authority to make any contracts or commitments for or on behalf of Buyer, to sign or endorse on behalf of Buyer any contracts, advertisements or instruments of any nature or to enter into any obligation binding upon Buyer.

h. **Rights in Materials.** Materials originated by or for Seller as a part of the scope of Seller's Work under these Terms and Conditions shall be promptly furnished to Buyer. All such materials shall be the exclusive property of Buyer, and Seller agrees to assign and hereby assigns title to all intellectual property, including but not limited to copyrights, patents, trademarks and trade secrets, to Buyer; and such materials shall be held in strict confidence not to be disclosed to any third party by Seller. Seller warrants that all persons performing services hereunder are employees of Seller and the services performed and work product thereof have been prepared by such employees within the scope of their employment; or if not employees, Seller has received from such persons an assignment of intellectual property rights covering all services performed hereunder.

13. **Confidential Information.** Unless Seller shall first secure Buyer's written consent, Seller shall not use or disclose, directly or indirectly, to any other person, corporation, firm or entity, at any time any Confidential Information (as defined herein) of which Seller becomes or has become aware, whether or not any information is developed by Seller. Seller shall take all appropriate steps to safeguard Confidential Information and protect such information against disclosure, misuse, espionage, loss and theft. Seller acknowledges that his failure to comply with this paragraph may irreparably harm the business of Buyer, and in the event of such failure Buyer may seek immediate injunctive relief in addition to any rights and remedies available to it. As used herein, "Confidential Information" shall mean information which is made available to Seller, or is developed by Seller on behalf of Buyer, in connection with the performance of this Agreement, relating to Buyer or any of its affiliates' business; operations' organization; financial condition; plans; designs; marketing plans; business methods, customers and all similar and related information in whatever form. Confidential Information shall not include any information which is (i) publicly available otherwise than by Seller's breach of his undertakings herein, (ii) the Seller can prove to be already known at the time of disclosure or has been developed independently by the Seller without references to the Confidential Information, or (iii) the Seller lawfully receives from a third party unrelated to the Buyer. Upon the termination of this Agreement, Seller shall promptly deliver to Buyer all Confidential Information, and, if requested by Buyer, Seller shall provide Buyer with written confirmation that all materials have been returned.

14. **Compliance Provisions.**

a. **Compliance with Laws.** Each party shall perform its obligations hereunder in compliance with all applicable laws, regulations, and other legal requirements, including but not limited to laws related to restrictions on the use of certain hazardous substances in electrical and electronic equipment, such as RoHS, WEEE, etc.

b. **Seller Import Requirements.** Seller acknowledges and agrees that it imports some or all of the Products, or their components, into another or several countries prior to selling them to Buyer. Seller represents that it is familiar with applicable governmental import requirements as they relate to the Products and that Seller shall fully comply with these requirements. Seller further agrees that it will maintain any and all documentation generated in relation to its compliance with the import requirements for a period of five (5) years after the import date of the Products or any component part thereof. Seller shall provide copies of any such documentation to Buyer within seven (7) business days of Buyer's written request for said documentation. Seller agrees to indemnify, defend and hold harmless Buyer from and against any losses, damages, claims, liabilities, judgments, suits, proceedings, costs and expenses, including but not limited to, reasonable attorneys' fees, civil fines and/or other penalties issued against Buyer, alleged to have arisen out of or arising out of Seller's failure to comply with applicable governmental import requirements and/or the requirements of this paragraph. Seller shall promptly and fully notify Buyer if that it receives an inquiry or any other notice from any governmental agency regarding Seller's compliance with any and all import requirements as they relate to the Products or any component part thereof. In addition:

- (i) Seller acknowledges and understands Buyer's position of no transactions with Cuba, Iran, North Korea, Sudan, and Syria ("***Buyer's Position***"), and confirms that Seller will comply with Buyer's Position on all transactions hereunder;
- (ii) Seller agrees not to sell, re-export or transfer any products or technical information or services to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable Swiss import and export legislation, US export, US re-export legislation, and measures administered by the European Union and its Member States, or the government agencies of any other countries;
- (iii) Any violation by Seller of the applicable laws or regulations of any competent government, or where Seller breaches Buyer's Position notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, shall be deemed a material breach of this Agreement and sufficient basis for Buyer to terminate this Agreement. Compliance with applicable legal requirements and Buyer's Position is a prerequisite of the Agreement for Seller, to perform its obligations under this Agreement, and if Seller fails to

comply with such legal requirements, then Seller is incapable of meeting its obligations under any Agreement with Buyer and therefore is in breach of contract.

c. **No Improper Means of Obtaining Business.** Buyer and Seller intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.

d. **No Bribes.** Seller will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of Seller's or Buyer's customers, or any "**Government Official**" (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. Seller will take appropriate actions to ensure that any person representing or acting under its instruction or control ("**Seller's Agents**") will also comply with this Section.

e. **No Kickbacks.** No part of the payment of any amounts payable under this Agreement will be distributed to Buyer, its affiliates or customers, or any of its employees or their family members.

f. **No Conflicts.** Except as disclosed in writing to Buyer (in a questionnaire response or otherwise), Seller represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with Buyer, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither Seller, nor any of Seller's Agents, are or have any family members who are Government Officials in a position to influence Seller's commercial relationship with Buyer.

g. **Accurate Books and Records.** Seller will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Seller's jurisdiction, consistently applied, properly and accurately recording all payments made by Seller or Seller's Agents in performance of these Terms & Conditions, and any commission, compensation, reimbursement, or other payment made by or on behalf of Buyer to Seller or Seller's Agents. Seller will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives.

h. **Notification.** Seller will notify Buyer promptly if (i) Seller or any of Seller's Agents have reason to believe that a breach of this Section has occurred or is likely to occur; or (ii) if any conflicts of interest arise after the signing of this Agreement, including if any of Seller's Agents or their family members become a government official or political party candidate in a position to influence Seller's commercial relationship with Buyer. Seller will send all such notices to Tycopolicy@tyco.com or to such other location as Buyer may designate in writing.

i. **Compliance Certification.** Seller will, when and as may be requested by Buyer from time to time, provide to Buyer a written certification in form and substance satisfactory to Buyer that Seller is in compliance with this Section.

j. **No Payments for Improper Activities.** Buyer will not be required under any circumstances to take any action or make any payments that Buyer believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws (Anti-Corruption Laws include, collectively, the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws). If Buyer at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Buyer may withhold any commission, compensation, reimbursement, or other payment until such time as Buyer has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Buyer shall not be liable to Seller for any claim, losses, or damages whatsoever related to Buyer's decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

k. **Audit Rights.** If Buyer at any time believes, in good faith, that Seller has breached the warranties, representations or agreements in this Section, then Buyer will have the right to audit Seller's books and records related to this Agreement in order to verify Seller's compliance with the provisions of this Section. The audit will be performed by individuals selected by Buyer. However, upon request by Seller, Buyer will select in its sole discretion an independent third party to conduct an audit in order to certify to Buyer that no breach has occurred or will occur. Seller will fully cooperate in any audit conducted by or on behalf of Buyer.

15. **Social Responsibility.** Seller and all Products shall comply with Tyco's Guide to Supplier Social Responsibility located at: <http://www2.tyco.com/wps/wcm/connect/tyco+corporate+citizenship/Corporate+Citizenship/Governance/Guide+to+Supplier+Social+Responsibility/>

16. **Specifications.** All specifications, documents and prototype articles delivered by Buyer to Seller are the property of Buyer and shall be deemed as Confidential Information. They are delivered solely for the purpose of Seller's performance of this order and on the express condition that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this order without the prior written consent of Buyer. Such specifications, documents and articles

shall be returned to Buyer promptly upon Buyer's request. Such request may be made at any time during or after completion of Seller's performance.

17. Publicity. Seller shall not, without the prior written consent of Buyer, advertise or otherwise disclose that Buyer has entered into this Agreement or has placed any orders with Seller. Seller shall not use Buyer's name or trademark in any press release, marketing or advertising materials without Buyer's prior written consent.

18. Miscellaneous.

a. Entire Agreement. These Terms & Conditions, together with Purchase Orders issued hereunder, constitute the final and entire agreement between Buyer and Seller with respect to the purchase of the Products and the Work and supersede any terms and conditions in any acknowledgement form, invoice or other document of Seller. These Terms and Conditions may be amended only by a written instrument duly executed by both parties.

b. Time of the Essence. Seller acknowledges and agrees that time is of the essence with respect to Seller's performance.

c. Waiver. No waiver of any provision of these Terms & Conditions (or any right or default hereunder) shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these Terms & Conditions or applicable law in connection with any other instances or circumstances.

d. Choice of Law and Jurisdiction. These Terms & Conditions shall be governed by and construed in accordance with the laws of South Africa, without reference to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to purchases hereunder. Any dispute arising out of or in connection with these Terms & Conditions shall be exclusively and finally determined by the courts of South African.

e. Term and Termination. These Terms & Conditions shall commence on the date of the last signature and shall continue for an indefinite period of time. Either party may terminate these Terms & Conditions at any time, without cause, upon thirty (30) days prior written notice to the other party.

f. Assignment. Neither these Terms & Conditions, nor any Purchase Order, nor any interest under either of them may be assigned or delegated by Seller without the prior written consent of Buyer.

Seller agrees that Buyer may scan, image or otherwise convert these terms and conditions into an electronic format of any nature. Seller agrees that a copy of these terms and conditions produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.