

1. DEFINITIONS

In these Terms:

“IAS”	means Integrated Air Solutions (Pty) Limited, Reg 2017/052597/07;
“Business Day”	means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
“Agreement / Terms”	means these General Terms and Conditions of Sale and any subsequent agreement entered into;
“Purchase Price”	means the price stipulated in IAS’ Quotation and Invoice, as determined in accordance with the provisions of clause 5.1;
“Customer”	means the person, entity, firm, close corporation or company to whom the Products are sold; or to whom the Services are rendered;
“Order”	means the written instruction placed by a Customer to supply the Products or render the Services;
“Products”	means the item/s which are sold and supplied to the Customer;
“Parties”	means the Customer and IAS’;
“Quotation”	means the formal offer by IAS to the Customer to provide the Product/Services as set out in the Quotation, subject to the price, specifications and other terms stated in the Quotation;
“Services”	means the inspection, repair and maintenance services which are provided to the Customer;
“Taxes”	means any general sales tax, value added tax, duties including any similar tax which may be imposed on the Products/Services from time to time;
“VAT”	means the South African Value Added Tax imposed in terms of the Value Added Tax Act, 89 of 1991 (as amended), including any similar tax which may be imposed in place thereof from time to time;

2. SCOPE

- 2.1 Any Order for the Products/Services implies the Customer’s full and unconditional acceptance of these Terms.
- 2.2 These Terms shall apply to all Quotations and offers made by and purchase orders accepted by IAS. IAS’ obligations in terms of these Terms will be to manufacture and/or produce and/or supply the Product/Services in accordance with such designs, instructions, itemised details, plans, drawings, programs, and specifications (“the specifications”). IAS will not be responsible for the adequacy of, or the costs occasioned by inadequacy of any such specifications, and/or foundations or supporting such other work as may have been provided, prepared or certified by or on behalf of the Customer.
- 2.3 Any changes in the Terms contained herein must specifically be agreed to in writing signed by a director of IAS before becoming binding on either party.

3. OTHER PRINTED OR STANDARD CONDITIONS

- 3.1 The Parties agree that only these Terms shall apply to all agreements between the Customer and IAS, for the supply of the Products/Services and any document emanating from the Customer which contains printed or standard conditions will have been and shall be sent by the Customer and received by IAS on the understanding that they appear on the Customer’s document merely because they are printed thereon, shall have no legal effect whatsoever and the Customer waives all and any rights which the Customer might have to rely on such conditions.
- 3.2 Any terms and conditions of Customer’s order which are in any way inconsistent with or in addition to these Terms (except additional provisions specifying quantities and shipping instructions) shall not be binding on IAS and shall not be applicable notwithstanding IAS’ acceptance of Customer’s purchase order. The Customer’s issuance of a purchase order or instruction accepting the Quotation, shall constitute acceptance by Customer of said Quotation with the terms and conditions set out therein.
- 3.3 Unless otherwise specifically stipulated in writing in the Quotation, any terms and conditions forming part of the Customer enquiry or the Customer order, which deviates from these Terms shall be of no force and effect.
- 3.4 In the event that the Customer and IAS engage in negotiations over amendments or additions to these Terms, then these Terms, shall continue to govern the supply of the Product/Services until such negotiations are finalised and these Terms shall only be amended (if at all) by agreement in writing and signed by both parties, in accordance with clause 2.3 above.

4. ADDRESS FOR LEGAL NOTICES

- 4.1 IAS elects the address below as the delivery address where all notices, including legal notices and other communications must be delivered for the purposes of this Agreement:
- 4.2 5 Jansen Road, Witfield, Boksburg, Gauteng, South Africa, 1459 Email: info@air-solutions.co.za
- 4.3 The Customer elects the addresses as reflected on the Quotation and Invoice as the delivery address where all notices, including accounts and statements, legal notices and other communications must be delivered for the purposes of this Agreement.
- 4.4 Either of the Parties may change their addresses to another physical address and/or email address, by way of a notice to the other Party to this Agreement, provided that such a notice is received by the addressee, at least 7 (Seven) calendar days prior to such a change taking effect.

5. PRICE AND QUOTATIONS

Unless otherwise specifically stated in writing in each particular instance:

- 5.1 The Purchase Price to be paid by the Customer for the Product/Services shall be set out in the Quotation, and is based on the costs of materials, transport, labour, exchange rates, import duties, ruling at the date of Quotation, and any variations in such costs or rates occurring between the date of Quotation and the date of completion of the Product/Services, shall be for the account of the Customer and shall be determined by IAS;

Please initial here _____

- 5.2 The Customer may be required to pay IAS a deposit in the amount as determined by IAS in its quotation and IAS shall be entitled to delay the provision of the Product/Service until such deposit has been paid. IAS shall be entitled to allocate such deposit towards payment of the Purchase Price or part thereof and IAS shall be entitled to retain the deposit paid to it by the Customer in the event of the Customer being in breach of the provisions of this Agreement, as a pre-estimate of the damages suffered by IAS;
- 5.3 If the Product/Services or any part thereof are to be imported, the Purchase Price will be based on the exchange rate, freight, insurance premiums, lighterage, landing charges, port dues, custom duties, railage at the date of Quotation, or as specifically agreed to in writing by the parties. Should these rates have varied between the date of Quotation and the date upon which the charges are incurred, the Purchase Price shall be varied by the amount of the increase or decrease in such charges.

6. TAXES

- 6.1 All amounts payable to IAS in terms of the Agreement exclude value added tax ("VAT") and any other tax, levy, duty, excise or charge. The Customer must pay any applicable Taxes simultaneously with any payment in respect of which that Taxes applies.
- 6.2 If any Taxes is charged after the Agreement is concluded and the effect of that Taxes is to reduce the net amount payable to IAS, the amounts payable to IAS in terms of the Agreement shall be considered to be adjusted to the extent necessary to enable IAS to receive the same amount which it would have received had the Taxes not been charged.
- 6.3 The Customer shall make all payments without any withholding tax deduction unless a withholding tax deduction is required by applicable law.
- 6.4 The Customer shall promptly upon becoming aware that it must make a withholding tax deduction (or that there is any change in the rate or the basis of a withholding tax deduction) notify IAS accordingly. If a withholding tax deduction is required by applicable law to be made by the Customer from any payment to IAS, it shall, subject to clause 6.2, make that withholding tax deduction and any payment required in connection with that withholding tax deduction within the time allowed and in the minimum amount required by applicable law. The Customer shall, as soon as reasonably possible, provide IAS with an original withholding tax certificate (or equivalent) and a certified copy of the receipt issued by the relevant Tax authority evidencing that the relevant withholding tax deduction has been made or that any appropriate payment has been made to the relevant Tax authority.

7. DELIVERY, RISK AND OWNERSHIP

- 7.1. Unless otherwise stipulated in the Quotation, delivery shall be ex-works (IAS' premises in Boksburg, South Africa) and the Purchase Price is based on ex-works, as defined in the ICC-Inco Terms 2020, and exclusive of VAT, Taxes, or any other taxation payable in terms of any applicable statute or otherwise, packaging, loading, freight, unloading or insurance during transport.
- 7.2. The risk in and to the Product/Services will pass to the Customer on delivery and claims for non-delivery or for shortages or damage upon receipt of the Product/Services must be made in writing by the Customer, within 7 (seven) days of the relevant consignment note or receipt of the product/services as the case may be, failing which IAS shall have no liability in respect of such claims.
- 7.3. Should the Customer fail or refuse to take delivery of the Product/Services in accordance with the delivery program, or if no delivery program is specified, when delivery is tendered by IAS, the Customer shall be liable for all such costs as may be incurred by IAS in consequence thereof.
- 7.4. The indicated delivery times provided by IAS to the Customer are estimated guidelines only, and delays shall not entitle the Customer to cancel the sale, refuse or return the Products or claim damages.
- 7.5. Ownership of the Products remains with IAS, notwithstanding delivery, until such time as the Customer has made full payment to IAS in respect of the Products.
- 7.6. IAS shall not be liable for delays in delivery or performance, due to
- (i) a cause beyond its reasonable control, or
 - (ii) an act of God, act of the Customer, act of civil or military authority, Governmental priority, strike or other labour disturbance, flood, epidemic, war, riot, delay in transportation, or
 - (iii) inability on account of a cause beyond the reasonable control of IAS to obtain necessary materials, components, services or facilities or in the event of electricity supply interruptions.
- 7.7. IAS will notify the Customer promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery of performance shall be extended for the duration of the above force majeure event.
- 7.8. The Customer agrees that the signature of any agent, contractor, subcontractor, or employee of the Customer on IAS'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 7.9. Each delivery is considered as a separate contract and the price thereof is payable accordingly.
- 7.10. Delivery shall be deemed to have taken place against signature of IAS'S delivery note, proof of posting if the goods are posted to the Customer or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by IAS. The Post Office/South African Transport Services or Road Carrier shall act as the agent of the Customer.

8. CERTIFICATE OF OUTSTANDING BALANCE

A certificate given by a manager, director or officer of IAS, whose authority need not be proved, shall be considered *prima facie* evidence of the amount including interest due and shall entitle IAS to enter judgement against the Customer and to obtain summary judgment or provisional sentence, as the case may be.

Please initial here _____

9. PAYMENT

- 9.1. The Customer shall make payment for the Products/Services in currency and on the payment date as stipulated in the Quotation or Invoice. All payments are to be made by electronic bank transfer to the bank account designated by IAS, free of any deduction, cost, or exchange.
- 9.2. Should the Customer fail to make payment of any amount to IAS by the due date, interest shall accrue on the outstanding amount at the rate of 2% (Two Percent) per month, alternatively at the maximum interest rate permissible in terms of the National Credit Act No. 34 of 2005.
- 9.3. Any other conditions of payment are subject to the prior written approval of IAS. In no case shall the Customer be entitled to set off or deduct any amount from any payment due to IAS for Products/Services, unless with the prior written consent of IAS.
- 9.4. IAS is entitled to appropriate any payment received from or on behalf of the Customer to any indebtedness of the Customer to IAS from whatever cause arising.
- 9.5. IAS shall be entitled to refuse to accept any Order from the Customer, if any payment by the Customer to IAS for any Products/Services ordered is overdue, unless the Customer at IAS' request makes upfront payment of the purchase price of the Products/Services ordered.
- 9.6. IAS reserves the right to cancel or suspend further deliveries of Products/Services ordered and reserves the right to demand upfront cash payment before any delivery of Products/Services, if any payment by the Customer to IAS for any Products/Services ordered is overdue or if IAS has cause-to-believe the Customer's credit or financial condition is unstable or has deteriorated.

10. LIEN

- 10.1. IAS shall, in addition to any other right or remedy it may have in law, have a lien and power of sale over the sale of Products in respect of which services are to be provided (the "Goods") and all other property of the Customer at IAS's Premises for the Purchase Price and all other costs and expenses charged under or in connection with the Agreement.
- 10.2. If any such sums remain unpaid (in full or part) more than 3 (three) months after it becomes due, then IAS shall, without prejudice to any other right which it has in terms hereof or at law, be entitled and is irrevocably authorised *in rem suam*:
 - (a) to hold the Goods as security for the payment of all amounts owing by the Customer to IAS and to retain such possession for so long as IAS may deem fit;
 - (b) to dispose of the Goods or any of them by private treaty (at a fair price) or public auction or by any other form of disposal in IAS's sole discretion and on such terms and conditions as IAS in its sole discretion may deem fit and to convey good valid and free title to the purchaser or transferee thereof; and
 - (c) to apply the full proceeds received from any realisation of the Goods in payment or reduction of the Customer's indebtedness to it in respect of the Purchase Price, and to defray out of the proceeds of any such realisation all expenses and costs incurred in or arising out of the realisation, provided that after the payment of all costs and expenses in connection with any such realisation and all amounts due to IAS, any balance of the proceeds of any such sale shall be paid to the Customer;
 - (d) to apply for provisional sentence and to execute upon all or any of the Goods; or
 - (e) to employ such other remedies and to take such other steps against the Customer as are allowed in law.
- 10.3. For the purpose of enforcing clause 10.2, IAS shall be entitled to exercise the following rights either in its own name or in the name of the Customer, as it may elect:
 - (a) to make, sign and execute all such deeds, documents, instruments, notices or other writings as shall or may be required;
 - (b) to give and grant good, valid and effectual receipts and discharges for all and any moneys or other receipts received or recovered by it in respect of the Goods; and
 - (c) generally to exercise all or any rights in respect of the Goods in such manner and to such extent as it considers necessary or expedient.
- 10.4. The Customer hereby authorises IAS, including any officer or manager of IAS nominated by IAS for this purpose, irrevocably and in *rem suam*, to exercise any of its rights in terms of clause 10.2 or 10.3 above in the name and on behalf of the Customer, should IAS so require.
- 10.5. The Customer hereby indemnifies and holds IAS, its contractors, agents or other persons acting on behalf of IAS, harmless against all and any claims of whatsoever nature which may be made by any person against IAS, its contractors, agents or other persons acting on behalf of IAS arising out of or in connection with any exercise of its rights in terms of this clause.

11. BREACH

- 11.1. In the event that the Customer defaults in making any payment to IAS that has become due and owing, then the full outstanding balance (whether due or not) may at the option of IAS, immediately become due and payable.
- 11.2. The Customer acknowledges and agrees that in the event that the Customer fails to make payment within the period stipulated in the Quotation or Invoice, IAS is hereby irrevocably authorised by the Customer to enter upon the Customer's premises or any other premises where the Products may be found and is hereby authorized to take possession of the relevant Products supplied by it and in such event, the Customer hereby irrevocably authorises IAS' representative to enter its premises and take possession of such Products on behalf of IAS. The Customer further hereby agrees that it will be responsible for all costs incurred for the recovery of the Products should the Customer fail to make any payment.
- 11.3. The Customer acknowledges and agrees to pay all IAS' legal costs on the scale between attorney and own client, should it be necessary for IAS to incur any legal costs in order to enforce any of its rights which it may have pertaining to the supply of the Products/Services to the Customer or to defend any action instituted against it by the Customer arising from the purchase of the Products by the Customer.

Please initial here _____

12. INSPECTION AND RETURNS

- 12.1. The Customer immediately must notify IAS or IAS' appointed distributor in writing of any visible defect and/or damage in the Products, error or alarm being activated on the Product's control panel.
- 12.2. IAS shall at its sole discretion either replace at its expense the defective and/or damaged Products or repair the defective and/or damaged Products.

13. VALIDITY OF ORDERS

- 13.1. The Customer agrees that it shall be prohibited from denying the validity of any Order:
 - a) Where an official Order has not been supplied but the Customer has elected to place the Order by telephone or has sent a representative to IAS to place the order;
 - b) Where the Customer's representative is an employee or sub-contractor of the Customer, although such person did not have authority to place such an order;
 - c) Where the Customer fails to notify IAS in writing that the Customer's representative who previously had authority to place Orders, no longer has such authority;
 - d) Where an authorised person presents an original or copy of the Customer's official documentation against which Products/Services are supplied.

14. ORDER CANCELLATION AND RETURNS FOR CREDIT

- 14.1. For ex-stock Products and Services the Customer may cancel or reschedule a Product/Service without penalty if cancelled in writing prior to delivery being effected by IAS.
- 14.2. All cancellations or returns for credit must be done in writing and must be approved in writing by an authorised person of the Company.
- 14.3. For Products that are considered to be non-standard, or which have been especially ordered or imported and/or modified to suit a specific application no Cancellations or Returns for Credit will be accepted.
- 14.4. A 15% handling charge will be applied to all Returns for Credit that are accepted

15. WARRANTIES AND INDEMNITIES

- 15.1. In no event shall IAS be liable towards the Customer for any other indirect, incidental, or consequential losses or damages including but not limited to loss of income, loss of business opportunities or loss of profits howsoever arising.
- 15.2. The Customer hereby indemnifies and holds IAS harmless from any claim, liability, cost, expense, or penalty suffered or incurred as a result of the Customer not installing or using the Products in accordance with IAS' instructions.
- 15.3. IAS shall not be liable to the Customer for any claim, liability, cost, expense, or penalty suffered or incurred as a result of the Customer failing to maintain or service the Products in accordance with IAS' instructions or having repairs, maintenance or servicing carried out on the Products by any party other than by IAS or a third party approved by IAS in writing.

16. LIABILITY

- 16.1. IAS undertakes to use its best endeavours to supply the Products in accordance with such delivery dates, as are specifically agreed upon by the Parties upon placing of an Order, and in the event that the Products are not supplied in accordance with such delivery date, or within any extensions or revisions of such delivery date and IAS shall have no liabilities for late delivery.
- 16.2. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the liability of IAS, howsoever arising out of this Agreement or in delict or by operation of statute or otherwise, shall not extend beyond the obligations specifically assumed in terms of this clause and IAS:
 - a) shall not incur or accept any responsibility for products/equipment or materials furnished by or on behalf of the Customer to IAS for purposes of manufacturing and/or producing the Products;
 - b) in respect of "bought out" or proprietary items not of IAS' own manufacture, IAS gives no greater warranty and accepts no greater liability than is given or accepted by and enforceable against the supplier/manufacture thereof;
 - c) gives no warranties in respect of the Products used or for any defects arising thereto, through the fair wear and tear or neglect thereof;
 - d) shall in no event be liable for the Customer's loss of profit, loss of use, loss of production, loss of contracts, loss of custom, loss of goodwill, or any special, indirect, or consequential damages of whatsoever nature and howsoever arising.
- 16.3. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, IAS shall not be liable in terms of this Agreement or in delict or by operation of statute or otherwise in the event that:
 - a) the Customer makes any modification to the Products without obtaining the prior written consent of IAS;
 - b) the Customer deactivates any of the systems, operations, components or functions installed on the Products without obtaining the prior written consent of IAS;
 - c) the Products are used by the Customer in such manner or form which is contrary to the design specifications for such Products.

17. REPAIRS AND MAINTENANCE

- 17.1. Should the Products require repairs or maintenance, then the Customer shall notify IAS thereof, and communicate the reasons there for, in writing.

Please initial here _____

- 17.2. The Customer shall arrange, at its cost, for a technician of IAS to travel to Customer for such repairs or maintenance which will be done on-site where the Product has been installed. The cost of such repairs or maintenance shall be set out in a separate Quotation.
- 17.3. No Fault Found charges: All Products received by IAS that undergo analysis and testing will be charged at full price as per IAS' Quotation, whether or not a problem can be found. It is the Customer's responsibility to verify a problem exists with the part before sending it to IAS for repair.
- 17.4. IAS shall evaluate the Products and provide the Customer with a Quotation for the repairs or maintenance required within 5 (Five) Business Days of receipt thereof and shall complete the repairs or maintenance within the period specified in the Quotation for the repairs or maintenance required, after having received payment of the amount quoted.
- 17.5. If IAS repairs the Products or any component of the Products, and within Three (3) months after that repair, any failure, defect, or unsafe feature has not been remedied, or a further failure, defect or unsafe feature is discovered, IAS will repair the Products at their cost. This warranty on repairs is void if the Customer has subjected the Products, their parts or components to misuse or abuse and it further does not apply to ordinary wear and tear, or if any of the circumstances listed in clause 16.3 above are applicable.

18. CESSION, ASSIGNMENT & WAIVER

- 18.1. The Customer may not cede, delegate, or assign any of its rights or obligations hereunder without the written consent of IAS.
- 18.2. IAS shall be entitled to cede, delegate, or assign any of its rights or obligations in terms of these Terms, without the Customer's consent.

19. GENERAL

- 19.1. These Terms constitute the entire agreement between the Parties with regards to the order, sale, supply, delivery, installation and payment of Products and the rendering of the Services.
- 19.2. No variation, amendment or addition to these Terms and Conditions, including this clause, will be of any force and effect unless agreed to by the Parties in writing.
- 19.3. No relaxation or indulgence including the acceptance of late payments by IAS shall be deemed to be a waiver by IAS of any of its rights to enforce strict compliance by the Customer of any of its obligations in terms hereof, nor shall such relaxation or indulgence be a novation of any of the Terms of this Agreement, nor shall it form a defence of estoppel against IAS.
- 19.4. Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other is reasonably knows to be confidential.
- 19.5. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions, undertaking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of these Terms.
- 19.6. In the event of a conflict between the provisions of these Terms and any Order, the provisions of these Terms shall prevail.
- 19.7. If any clause or term of these Terms should be invalid, unenforceable, defective, or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms shall be deemed to be severable therefrom and shall continue to be of force and effect unless such invalidity, unenforceability or defect or illegality goes to the root of these Terms.
- 19.8. All legal costs including costs between an attorney and his own client charges and disbursements incurred by any Party enforcing or defending any of the provisions of these Terms, and costs and disbursements incurred in tracing the Defaulting Party and in collecting or endeavouring to collect all or any amounts payable by the Defaulting Party hereunder or otherwise, and all collection commissions, including any VAT, Taxes on such costs, charges, disbursements, collections or fees, shall be for the account of the Defaulting Party and shall be payable on demand.
- 19.9. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Notwithstanding the amount which may at any time be owing by the Customer to IAS, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by IAS against the Customer arising out of any transaction between the parties, it being recorded that IAS shall be entitled, but not obliged, to bring any action or proceeding in the said court.

20. ARBITRATION

- 20.1. Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, IAS shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.
- 20.2. The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").
- 20.3. The arbitration shall be held at Johannesburg, South Africa.
- 20.4. The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 20.5. The arbitrator shall be entitled to:
 - a) Investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.
 - b) Decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and decide the matters submitted to him/her according to

Please initial here _____

what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions;
and

- c) Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.
- 20.6. The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 20.7. Notwithstanding anything to the contrary contained herein, IAS shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.

21. ACCEPTANCE OF ELECTRONICALLY GENERATED SUPPORTING DOCUMENTS

- 21.1. The Customer agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from IAS, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
- a) Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to the Customer in 128bit encrypted PDF file format.
 - b) Both the Customer and IAS shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - c) The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 21.2. Should the Customer have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of IAS'S invoice to the Customer, failing which such entry shall be deemed to be correct and payable.

22. CHANGE OF ADDRESS

The Customer undertakes to notify IAS in writing within 7 (seven) days of any change of address.

23. CHANGE OF OWNERSHIP

The Customer undertakes to notify IAS, in writing, within twenty days of any change in ownership of the Customer business, or should the Customer be a company, of its share transactions whereby the majority shareholding is affected. the Customer acknowledges that immediately upon any change of Ownership in the Customer any outstanding amount whether due or not shall be deemed to be forthwith payable by the Customer to IAS.

24. NON-DISCLOSURE AND INTELLECTUAL PROPERTY

- 24.1 For purposes of this Agreement, "Intellectual Property" means rights in and to patents, inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 24.2 All right, title and interest in and to the Intellectual Property owned by either IAS or the Original Equipment Manufacturer ("OEM") pertaining to the Product, and/or the provision of Services shall vest respectively in either IAS or the OEM, as the case may be, and all benefits arising from the use of the Intellectual Property shall inure exclusively for the benefit of IAS and/or the OEM, respectively. The Customer acknowledges that it has no rights in or to the Intellectual Property.
- 24.3 The Customer shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or ownership or use of the Intellectual Property.
- 24.4 The Customer undertakes not to do or permit to be done any act which may impair or prejudice the right, title or interest of IAS and/or the OEM in and to the Intellectual Property.
- 24.5 The Customer shall promptly notify IAS of any conduct by any party which constitutes, or which potentially constitutes, an infringement of any of the Intellectual Property rights and which comes to the notice of the Customer.
- 24.6 If the Customer becomes aware that any other person alleges that the Product, and/or provision of the Services infringes any rights of another party or that the Intellectual Property is otherwise threatened or likely to be adversely affected, the Customer shall immediately give written notice thereof to IAS and shall make no comment or admission to any third party in respect thereof.
- 24.7 IAS shall conduct all proceedings relating to the Intellectual Property and shall in its sole discretion decide what legal action, if any, to take in respect of any infringement or alleged infringement of the Intellectual Property or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Intellectual Property, and the Customer undertakes to provide such assistance as IAS may require in connection with any such action.
- 24.8 All written or verbal information supplied by IAS to the Customer regarding Intellectual Property, products, services, developments, inventions, processes and procedures, product specifications, plans, customers, pricing and all other data, whether of a financial, technical, technological, labour related, marketing, administrative or accounting nature ("Confidential Information") shall be treated as confidential and shall not be disclosed to third parties without IAS's prior written consent. Such information shall be exclusively used for the performance of the Agreement.

Please initial here _____

25. ANTI-CORRUPTION AND SANCTION

- 25.1. The Customer agrees to comply with all relevant and applicable anti-bribery and anti-corruption laws in its dealings with IAS.
- 25.2. To the extent permissible by the applicable laws, the Customer will protect, defend, indemnify and hold harmless IAS, against any claims, of any governmental authority or any third party as a result of the breach by the Customer of any sanctions laws, economic or trade restrictions or export controls regulations, whatsoever applied and/or imposed by the European Union and/or the United Kingdom and/or the United States of America

26. USE OF CUSTOMER'S PERSONAL INFORMATION

- 26.1 IAS processes and manages Personal Information in accordance with the Protection of Personal Information Act No. 4 of 2013 and IAS's Privacy Statement, the current version can be requested from your Sales Representative.
- 26.2 The Customer warrants and guarantees that all information supplied to IAS by the Customer in the Order and/or application for a trading account (if applicable) and in terms of the Agreement is true and correct.
- 26.3 The Customer agrees to inform IAS immediately should there be any changes of whatsoever nature in any of its information, including its physical address, previously supplied to IAS.
- 26.4 In handling any personal information of the Customer, IAS will comply with the relevant data protection laws applicable in the country where IAS trades, is registered and/or incorporated ("Country").
- 26.5 As and when necessary, the Customer undertakes to obtain the consent of all natural and/or juristic persons to whom the personal information relates and herewith consents to IAS collecting, holding, using, disseminating, destroying, disclosing and processing such personal information supplied to IAS as follows:
- (a) to either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to the Customer's creditworthiness (before acceptance of the Order) and for fraud prevention purposes in order to process any payment necessary for and relative to the Agreement. The Customer is aware that a credit bureau(x) may provide a credit profile and/or a credit score for the Customer and the Customer may contact that credit bureau(x) to obtain a copy of its credit records and to correct any inaccurate information in those records. The Customer waives any claim it may have against IAS relating to any mistaken or inaccurate information disclosed to the credit bureau(x);
 - (b) to attorneys and/or debt collection agencies in the event that the Customer is in breach of the Agreement;
 - (c) transferring the personal information across the borders of the Country;
 - (d) to IAS's agents or principals, including:
 - (i) the relevant OEM and/or any of its affiliates or related parties;
 - (ii) consultants;
 - (iii) service providers or suppliers;but only to the extent necessary for the purposes of the Agreement;
 - (e) to the relevant OEM and/or any of its affiliates or related parties for the purpose of conducting research on improving IAS's Products and Services offered to the Customer in terms of the Agreement;
 - (f) for purpose of IAS publishing a directory containing the name, address, details and contact numbers of its Customers;
 - (g) generally for the purposes of:
 - (i) servicing and/or performing warranty work in respect of the Product;
 - (ii) providing product management services;
 - (iii) internal research by IAS to improve its offerings to customers;
 - (iv) accounting, billing and other internal administrative purposes; and
 - (v) identifying and informing the Customer of products and services that may be of interest to it from IAS or selected third parties.
- 26.6 Where personal information of the Customer is used or disclosed, IAS shall take such steps as may be reasonable in the circumstances to ensure that the information is relevant to the purpose for which it is to be used or disclosed.
- 26.7 Furthermore, the Customer accepts that the personal information of all of IAS's customers may in appropriate circumstances reside outside of the Country, and it hereby agrees that IAS shall be entitled to transfer the Customer's personal information to such locations outside of the Country and use the Customer's personal information in such locations as described above.
- 26.8 IAS will not disclose the Customer's personal information to any other person or institution other than as stated under clause 26.4 and 26.5, or if IAS is compelled to do so in terms of law and/or a court of law. IAS hereby undertakes that it will only disclose such information as is required in terms of any law and or a court of law.

Please initial here _____