

GLIDEROL STORAGE SOLUTIONS CC
(Reg No: 2011/031218/23)
TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 “**Client**” means the client, client representative and/or agent who accepts and signs the Accepted Quote.
- 1.2 “**Accepted Quote**” means the quote prepared by Gliderol and accepted by the Client which quote is accepted upon the terms and conditions of sale as contained hereinbelow and which further stipulates the Products, Services and price agreed between the Client and Gliderol.
- 1.3 “**Gliderol**” means the designer, manufacturer, supplier, installer, contractor and/or subcontractor (as the case may be).
- 1.4 “**Products**” means the materials and components manufactured and supplied by Gliderol as specified in the Accepted Quote.
- 1.5 “**Services**” means the management, co-ordination and labour required to design, manufacture and install the Products described in the Accepted Quote.

2. ENTIRE AGREEMENT

- 2.1 The terms and conditions contained herein constitutes the entire agreement between Gliderol and the Client (“**the Agreement**”) and no variation shall be binding upon Gliderol unless reduced to writing and signed by a duly authorised representative of Gliderol.
- 2.2 Upon receipt of an Accepted Quote by Gliderol, the Client accepts and agrees to be bound by the terms and conditions of this Agreement.
- 2.3 Gliderol shall not be bound by any oral statements, recommendations, figures, advice, specifications, prices quoted, brochures, technical data and/or other such representations unless they are in writing and signed a duly authorised representative of Gliderol.
- 2.4 All quotes will remain valid for 7 (seven) days from the date of quotation.
- 2.5 In the event that the terms and conditions of this Agreement differ in any respect from the Client's acceptance or confirmation, and in the absence of written acceptance and confirmation by Gliderol, the terms of this Agreement shall prevail.
- 2.6 No salesperson is authorized to bind Gliderol to any promise or understanding not expressed herein. Notwithstanding anything herein to the contrary, if any written agreement is signed by both parties concerning the sale of the Products and Services, the terms and conditions of this

Agreement shall prevail to the extent they are inconsistent with this Agreement. The Client agrees that the provision of this Agreement shall prevail over any of the Client's general terms and conditions of purchase irrespective of whether the Client has submitted its purchase order or such terms. Fulfilment of the Client's order does not constitute acceptance by Gliderol of any of the Client's terms and conditions and does not serve to modify or amend this Agreement.

3. PRICES SUBJECT TO CHANGE

- 3.1 All prices contained in the Accepted Quote are subject to change without notice in respect of the Products in the event of any changes (including, but not limited to, increased steel prices from any Gliderol steel supplier).
- 3.2 All prices contained in the Accepted Quote are subject to change without notice in respect of the Services in the event that any quantities, delivery schedules, customs duties, specifications/dimensions and/or designs provided by the Client do not correlate with the designs provided to Gliderol.

4. DELIVERY

- 4.1 Delivery dates are approximate and depend on, among other factors, prompt receipt by Gliderol of all necessary delivery information from the Client.
- 4.2 Gliderol arranges freight, delivery and shipping ("Transportation Services") on behalf of the Client by means of a carrier and/or other commercial transportation method.
- 4.3 Gliderol shall prepay the costs associated to the Transportation Services, which costs shall be invoiced to and paid by the Client upon receipt of such invoice.
- 4.4 Transportation Services arranged by Gliderol commence when Products are transferred from Gliderol's dock to the Transportation Services provider. Transfer of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Gliderol to the Client upon delivery of the Products.
- 4.5 In the event that the client arranges its own transportation services title, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of the Products transfer from Gliderol to the Client upon collection of the Products from Gliderol.
- 4.6 Delivery of all and/or any part of the Products and/or Services may occur as early as 14 (fourteen) before the agreed schedule. Where the Client notifies Gliderol that it cannot take timely delivery of the Products, Gliderol may place such Products in storage. ("Storage Services"). In such event, passage of title to Products, risk of damage or loss, exclusive right to possession, constructive possession, use and any other rights of ownership of Products transfer from Gliderol to the Client upon commencement of Storage Services. The Client shall be liable to pay Gliderol storage fees equal to 5% (five) per cent of the total invoice in respect of the stored Products per month or any part thereof.

- 4.7 The Client shall dispose of the packing materials (excluding timber crates) for Products at its own expense and shall defend, indemnify and hold harmless Gliderol for any costs or fees concerning such packing waste.
- 4.8 Back orders must be prepaid when freight shipment is less than a minimum. Freight rates are subject to fuel surcharges during shipping and invoicing.

5. PRICE AND PAYMENT TERMS

- 5.1 Payment in respect of Products and/or Services shall become due by the Client to Gliderol within 4 (four) days from the date of invoice.
- 5.2 Gliderol reserves the right to issue partial invoices ("Progress Invoices"). The terms of payment for Progress Invoices shall become due by the Client to Gliderol within 4 (four) days from the date of invoice (if applicable) unless otherwise specified in writing.
- 5.3 Gliderol shall be entitled to suspend the manufacture of the Products and performance of the Services and delay shipment of Products in the event of late payment of a Progress Invoice.
- 5.4 Gliderol shall be entitled to suspend the Client's credit terms in the event that the Client fails to make payment of any amount due to Gliderol timeously.
- 5.5 The Client shall make payments without any deduction or set-off.
- 5.6 Unless otherwise agreed by Gliderol in writing, payment shall be made in South African Rand.
- 5.7 Gliderol may charge late payment fees at 2.5% (two point five percent) per month or the highest rate permitted by law, whichever is higher, accruing daily.
- 5.8 The Client shall be responsible for all taxes and tariffs that may be imposed upon the sale of the Products where applicable.
- 5.9 In addition to the payment requirements set forth above, Gliderol, in its sole and absolute discretion, may require full or partial payment in advance and/or request satisfactory security, performance guarantees in the form of a letter of credit or otherwise.
- 5.10 Notwithstanding any other provision herein, in the event of a voluntary application for liquidation, an application is launched by a creditor for provisional liquidation or for the Client to be placed in business rescue, the shareholders of the Client pass a resolution to put it in business rescue, assignment for the benefit of creditors or a comparable event or insolvency of the Client, Gliderol may immediately cancel any order then outstanding and cause any Products, concerning which either Transportation Services or Storage Services are being provided, to be returned to Gliderol wherein in either event ownership thereof shall automatically revert to Gliderol.
- 5.11 If any amount due to Gliderol is not paid timeously, the Client shall be liable for any collection

costs, including, but not limited to, legal fees on an attorney and client scale, related expenses incurred by Gliderol in enforcing and/or procuring payment from the Client.

6. PRODUCT AND SERVICES SPECIFICATIONS

- 6.1 Gliderol shall be entitled to make changes to the Products or Services which do not affect form, fit, or function as required and shall deliver Products to the latest configuration at the time of delivery.
- 6.2 Gliderol is entitled to rely upon all drawings, specifications, routings, dimensions, bills of material, and other items supplied by the Client for the manufacture and pricing of Products. Any changes requested and/or required after Gliderol's design work, manufacturing, and/or installation has begun will result in additional charges to be paid by the Client on demand.
- 6.3 Gliderol reserves the right to make any changes in the general specifications of the Products that are required in order to conform to any statutory or other applicable legal requirement.
- 6.4 If specific colour steel for doors, partitions and soffits is not available from Gliderol's suppliers within a reasonable time after the Client places the order with Gliderol, then Gliderol will reserve the right to its sole discretion to supply any white pre-painted colour material available at the time as close as possible to match with the system to fulfil its obligations to the Client. No guarantees are provided to the Client that any white colour steel for storage doors, soffits, wall panels or hallway panels will match in colour unless the Client provides Gliderol with a securing deposit to secure sufficient stock from the same supplier to ensure that all materials are from the same batch for any projects at least 12 (twelve) weeks before placing any orders.

7. TERMINATION, SUSPENSION AND CANCELLATION

- 7.1 In addition to any remedies that may be provided under this Agreement, Gliderol may terminate or suspend any order or part thereof, including any delivery of Products or Services with immediate effect upon written notice to the Client without prejudice in the event that the Client:
 - 7.1.1 fails to make timeous payment of any amount due to Gliderol, including additional costs and/or varies costs provided for in this Agreement and/or as otherwise agreed in writing, and such failure continues for 24 (twenty-four) hours after Gliderol has issued a notice to the Client demanding payment;
 - 7.1.2 has not otherwise performed or complied with any of the terms and conditions contained in this Agreement, in whole or in part, and such default continues for 24 (twenty-four) hours after Gliderol has issued a notice to the Client demanding specific performance;
 - 7.1.3 has reached or exceeded the credit limit provided to the Client by Gliderol;
 - 7.1.4 fails to provide sufficient credit cover or guarantees as and when requested to do so

within (3) three working days from such a request from Gliderol;

7.1.5 financial position has deteriorated or in the event that the Client becomes insolvent, files for voluntary application for liquidation, an application is launched by a creditor for provisional liquidation or for the Client to be placed in business rescue, the shareholders of the Client pass a resolution to place it in business rescue or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors;

7.1.6 get involved in any unwarranted arguments, demands and/or disputes with Gliderol, its staff and/or any of Gliderol's sub-contractors; and/or

7.1.7 interferes with Gliderol and/or its staff in any way.

7.2 In the event that Gliderol suspends and/or cancels and/or terminates any order(s) for Products or Services, for any reason whatsoever, and if required Gliderol has issued a notice to the Client as contained in clauses 7.1.1 to 7.1.7 above, and the Client has failed and/or refused to remedy its breach in that case, the Client agrees to pay Gliderol upon demand any and all costs arising out of termination and/or suspension of any order, including, but not limited to:

7.2.1 any costs of partly manufactured materials or Products, any amount incurred by Gliderol in respect of un-processed steel and materials, all outstanding amounts due to Gliderol, freight and/or delivery costs, tax, loss of profits; and/or

7.2.2 all other direct expenses, including labour costs, whether or not billed for or shipped at the time of termination/cancellation/suspension as well as any amounts due for Services provided, whether or not billed for at the time of termination/suspension, which are attributable to the order(s), whether partial or complete. The Client shall pay Gliderol upon demand all costs associated with termination/cancellation/suspension and any other amounts due, plus damages, upon submission of Gliderol's invoices. In the event that the Client fails to pay any of Gliderol's invoices on submission, Gliderol shall be entitled to seize any deposit and/or security provided by the Client without prejudice to its rights, and the Client will forfeit the entire amount.

8. WARRANTIES

8.1 Gliderol warrants that the Products manufactured by Gliderol shall be free from defects in material/workmanship. Gliderol's obligations under this Warranty shall be limited to repairing or replacing, at Gliderol's sole election, any part of the Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 12 (twelve) months from shipment and/or delivery of the Products and/or installation of the Products by Gliderol whichever comes first and further on condition that Gliderol has been notified of such defect in writing within the warranty period and within 48 (forty eight) hours of the Client becoming aware of such defect.

- 8.2 Gliderol warrants that generally accepted industry practices shall be used to the Services. Gliderol further warrants that every door and/or building component, hardware, and fittings will be free of defects in artistry and material. Should any defect in artistry or material appear within 12 (twelve) months from the date of installation, provided Gliderol has been provided written notice of such defect within the warranty period and within 48 (forty eight) hours of the Client becoming aware of such defect, Gliderol shall, correct such nonconformity, at its sole discretion and option, by repairing or replacing any defective part or parts.
- 8.3 The Client acknowledges and agrees that doors carry a 3 (three) month warranty on the spring tension and must be serviced every 6 (six) months by Gliderol and/or an installed approved by Gliderol. Gliderol's obligations hereunder are limited to making good any such defect oand on condition that the Client has provided written notice of any claimed defect of the doors or hallway systems within the warranty period and within 48 (forty-eight) hours from when the Client became aware of such defect.
- 8.4 Gliderol's warranty obligations to any Products shall not apply to any defect, loss or damage arising or caused directly or indirectly by or as a result of:
- 8.4.1 any damage and/or deterioration to the doors or hallway systems caused by weather conditions;
 - 8.4.2 any defect (including defects in parts or accessories) arising from or attributable to the failure to perform regular preventive maintenance or adjustments;
 - 8.4.3 any defect, damage, or deterioration arising from or attributable to the operation of any doors after it is known to be defective;
 - 8.4.4 any door and/or hallway systems and/or panels being installed within 2 000 (two thousand) meters of the sea or other body of water of equivalent or greater salt concentration or in an area subject to industrial fall out or subjected to sunlight;
 - 8.4.5 the door striking an immovable object during operation or by any other object or cause;
 - 8.4.6 the washing of doors and/or hallway systems and/or panels with any detergents;
 - 8.4.7 the Products being been altered and/or repaired by someone other than Gliderol;
 - 8.4.8 the Products being subjected to misuse, neglect, improper use, application and/or installation;
 - 8.4.9 the Products having an average life expectancy that is shorter than the warranty period provided by Gliderol; and/or
 - 8.4.10 wear and tear.

- 8.5 Despite the Products being designed to be long-lasting and hardworking under normal conditions, this warranty does not extend to inherent defects in the steel, paint and/or other material used in the manufacture. Gliderol will, however, endeavour to assign to the Client the warranty benefit from the manufacturer of the steel and/or other material if possible.
- 8.6 No warranty is provided by Gliderol in the event that the Client requests specific steel grade with specific painting requirements and/or other surface applications. The Client shall be obliged to obtain a warranty directly from the supplier in this regard.
- 8.7 Gliderol reserves the right to attend to touch ups on-site in respect of the paint finish and/or pre-painted surfaces on the doors and hallway systems, soffits and/or partitioning systems related to minor scratches, including any paint rubs and/or scuffing to the paint surface and internal back primer coat finish on the doors and/or hallway panels. Any damages to the external painted surface of the doors and/or partitioning panels during delivery, building construction and installation caused by the Client and/or its agents will not be covered under this warranty.
- 8.8 The Client acknowledges and agrees that steel prices and the steel warranty may vary by colour and supplier. Door items are identified as opening width measurement by opening height measurement unless otherwise specified.
- 8.9 This clause 8 sets forth the exclusive remedies and obligations for claims based upon defects and/or non-conformity of Products/Services. **THE PRECEDING WARRANTIES ARE INSTEAD OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

9. RETURN OF PRODUCTS

- 9.1 No Products may be returned unless authorized in advance by Gliderol and upon such conditions that Gliderol may agree in writing. The Client shall obtain a Return Material Authorization (RMA) number from Gliderol before any return shipment is permitted. A copy of the RMA must appear on the shipping label and packing slip. The Client shall be responsible for the returned Products until Gliderol receives same at its facility. Furthermore, the Client shall be solely responsible for all charges related to packing, inspection, shipping, transportation and/or insurance associated with returned Products.
- 9.2 Gliderol reserves the right to inspect the Products before issuing a RMA and/or before accepting delivery of the Products. In the event that Gliderol elects to reject the return of the Products, the Client shall immediately, upon demand, collect the Products from Gliderol and shall not be entitled to reimbursement of any costs incurred and/or any amounts paid to Gliderol.

10. PATENTS AND DESIGN INDEMNITY

In the event that the Client receives a claim that the Products, or part thereof manufactured by Gliderol infringe a patent and/or trade mark, the Client shall notify Gliderol promptly in writing and provide Gliderol

information, assistance, and exclusive authority to evaluate, defend and settle such claim. Where the Client has furnished specifications/designs for the manufacture of the allegedly infringing Products, the Client shall defend, indemnify and hold harmless Gliderol against third-party claims for infringement arising out of Gliderol's use of such specifications/designs.

11. LIMITATION OF LIABILITY

11.1 The total liability of Gliderol in respect of any claim, whether in contract, delict (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, transport, delivery, resale, repair, installation, replacement or use of any Products/Services, shall not exceed the price contained in the Accepted Quote to the Products/Services or part thereof which gives rise to the claim.

11.2 **UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, DELICT (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT OR DESIGN INFRINGEMENT) OR OTHERWISE, SHALL GLIDEROL, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE, IN CONNECTION WITH, OR ARISING OUT OF ANY ORDERS, PRODUCTS, OR SERVICES PROVIDED BY GLIDEROL OR ANY BREACH OF THE SAME IN ANY MANNER, OR FOR ANY OTHER CLAIM FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, LOSS OF BUSINESS OR BUSINESS INTERRUPTION OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF THE CLIENT, THE CLIENT'S CUSTOMERS, OR ANY THIRD PARTY FOR DAMAGES OR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.**

11.3 No warranty and/or right to claim damages shall be provided to any third party in the event that the Client transfers title to and/or leases the Products to, or otherwise permits use by, any third party.

12. INDEMNIFICATION

The Client shall indemnify and hold harmless Gliderol from and against claims of unrelated third parties arising out of or resulting from performance of the Services and/or Sale of Products, to the extent that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

13. EXCUSABLE DELAYS

13.1 Gliderol shall not be liable for delays in design, manufacture and delivery due directly or indirectly to causes beyond Gliderol's reasonable control, including, but not limited to, acts of God; war; terrorism; civil commotion; riots; embargoes; government lockdown or regulations; Covid19; order(s) instructions or priorities; port congestion; shipping delays; acts of or failure to act on the part of the Client or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes;

storms; epidemics; strikes; lockouts or other labour difficulties; shortages of or inability to timely obtain steel, Products and/or components; shipping space and/or transportation; fuel supplies or power at current prices; or due to limitations imposed by the extent of availability of Gliderol's regular manufacturing facilities.

13.2 In the event that Gliderol is prevented and/or delayed in the supply of the Products and/or Services to the Client or the Client's installation program is disrupted due, directly or indirectly, to causes beyond Gliderol's reasonable control, including steel shortages, but not limited to:

- 13.2.1 acts of God;
- 13.2.2 war;
- 13.2.3 terrorism;
- 13.2.4 civil unrest;
- 13.2.5 riots;
- 13.2.6 embargoes;
- 13.2.7 government lockdowns, regulations, order, instructions and/or priorities;
- 13.2.8 port congestion;
- 13.2.9 acts of failure to act on the part of the Client and/or its agents and/or employees;
- 13.2.10 fires;
- 13.2.11 floods;
- 13.2.12 sabotage;
- 13.2.13 nuclear incidents;
- 13.2.14 storms;
- 13.2.15 epidemics and/or pandemics;
- 13.2.16 lockouts or other labour disruptions; and/or
- 13.2.17 limitations imposed resulting in the closure of Gliderol's manufacturing facilities by the government;

then, Gliderol will be entitled to claim the additional costs incurred in supplying the Product from the Client.

13.3 If a delay occurs as provided in clause 13.1 and/or 13.2 above and such delay extends for more than 30 (thirty) days and the parties have not agreed upon a revised basis for continuing to provide Products/Services at the end of the delay, including adjustment of the price, then either party (except where the Client causes delay) may terminate the order(s) concerning the unexecuted portion of the Products/Services. Upon termination of the order(s) the Client shall immediately and upon demand, pay Gliderol its reasonable termination charges and/or any other amounts due, upon submission of Gliderol's invoices.

14. INTELLECTUAL PROPERTY

14.1 The purchase of Products and/or Services does not include the right to technical information, such as drawings or specifications of parts.

14.2 Proprietary information, including drawings, documents, technical data, reports, software,

designs, inventions and other technical information supplied by Gliderol in connection herewith, whether or not constituting a trade secret (from now on collectively referred to as "Gliderol's IP"), shall remain Gliderol's sole property and shall be held in confidence by the Client. Gliderol's IP shall not be reproduced, used or disclosed to others by the Client without Gliderol's prior written consent. Upon completion of the order(s), the Client shall promptly return all of Gliderol's IP to Gliderol together with all copies or reprints thereof in the Client's possession or control, and the Client shall after that make no future use, either directly or indirectly, of the IP or any information derived from that place without Gliderol's prior written consent. The preceding shall in no way obligate Gliderol to provide or supply Gliderol's IP. Gliderol's IP shall not include information readily available to the public through no wrongful act of the Client or others.

- 14.3 The Client undertakes not to reverse engineer any of the Products and/or to instruct any third party to reverse engineer any Products. In the event that the Client breaches this clause 14.3, such breach shall be considered to be material.
- 14.4 The Client hereby acknowledges and agrees that Gliderol's only remedy, in the event of a breach of the Client's obligations contained in clause 14.2 and/or 14.3 above, is to approach a competent court on an urgent basis for an interdict to safeguard Gliderol's IP. The Client further agrees that it will be liable to pay Gliderol's attorney and own client costs in this regard.

15. VAT

Unless otherwise stated in writing, the amounts stated in the Accepted Quote are inclusive of value added tax ("VAT") levied by government. The Client shall be liable to pay VAT on all Products and Services which may subject to change.

16. DAMAGES TO PRODUCTS

- 16.1 Products are packaged and loaded with care to minimize transit damage. Whilst in transit there may be circumstances outside of Gliderol's control which may include road conditions and shipper handling procedures. Dents, dings and/or paint damage which occur whilst in transit are classified as usual and, therefore, are NOT an approved reason to return or refuse delivery of Products. If possible, Gliderol will supply touch-up paint but shall not be obligated to accept a return of any Product in the condition described in this clause.
- 16.2 Visible shipping damages must be reported to Gliderol, in writing, immediately and within 24 (twenty-four) hours after delivery. If the Client discovered physical damage to the packaging, the Client shall be obligated to point out such damage to the delivery person and ask permission to open and inspect the package before signing for the delivery. If the Client notices damage to the item inside the carton or crate, DO NOT ACCEPT IT AND DO NOT SIGN FOR IT. The Client shall be obligated to inform the delivery person that the Client is refusing delivery due to damage and contact Gliderol immediately to make a report and allow Gliderol to investigate further. The Client MUST check all Products upon arrival, as Gliderol will not be responsible for any damages and/or missing Products after the client has accepted delivery.

- 16.3 Should the Client become aware of any damage other than as outlined clause 16.2, such damage must be reported within 7 (seven) days of the Client accepting delivery. No claim not reported as set forth herein will be considered or accepted by Gliderol.
- 16.4 The Client acknowledges and agrees that a common occurrence with rolling door products, under normal usage of such products, is the wearing away of the painted surface of the curtain. This condition occurs as the result of the curtain repeatedly coiling upon itself, and then repeatedly uncoiling, upon the opening and closing of a rolling door. Therefore, wear and tear from metal-to-metal contact is not covered under any warranty provided by Gliderol under this Agreement.

17. GENERAL

- 17.1 The rights and obligations of the Client and Gliderol hereunder shall be governed in all respects by the law of the Republic of South Africa.
- 17.2 Any claim or dispute arising from or related to this Agreement and/or its breach shall be subject to mandatory and binding facilitative mediation followed by arbitration if the parties cannot resolve their dispute through mediation.
- 17.3 The mediation and arbitration shall be before a single mediator and/or arbitrator, as the case may be, mutually agreed upon by the parties within 14 (fourteen) days from the date when either party suggested the name of a mediator or arbitrator, as the case may be, in writing to the other party or, if no such agreement can be reached, by either party applying to Arbitration Foundation of Southern Africa ("AFSA") to appoint a mediator or to appoint an arbitrator.
- 17.4 Arbitration shall be conducted and enforced under the laws of the Republic of South Africa.
- 17.5 The arbitration award shall be final, binding, and enforceable in any court of competent jurisdiction.
- 17.6 Nothing herein shall preclude a party from filing suit to obtain temporary or preliminary injunctive relief or to compel arbitration under the terms of this Agreement.
- 17.7 The United Nations Convention on the International Sale of Products shall not apply.
- 17.8 Notwithstanding the above provisions for arbitration, neither party shall be precluded from filing an action to compel compliance or to enforce payment under this Agreement in a court of competent jurisdiction.
- 17.9 Gliderol shall be entitled to recover any attorney and client fees and costs incurred during any collections efforts for payments due and owing hereunder or in connection with this Agreement.
- 17.10 This Agreement constitutes the whole record of the agreement between the Parties regarding the subject matter of this Agreement and no addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all

Parties.

- 17.11 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 17.12 No indulgence which any of the Parties ("Grantor") may grant to the other of them ("Grantee") shall constitute a waiver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee which might have arisen in the past or which might arise in the future.
- 17.13 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 and the taking 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 this Agreement.
- 17.14 Save as is specifically provided in this Agreement, none of the Parties shall be entitled to cede or assign any of their rights or obligations under this Agreement without the prior written consent of the other Parties.
- 17.15 All provisions in this Agreement are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this Agreement shall be of full force and effect.