

1. SCOPE OF APPLICATION

All products supplied and services offered by ARC INNOVATIONS to the Client shall be governed strictly and exclusively on the basis of these terms and conditions of sale. Any order resulting herefrom shall be subject to the conditions herein unless varied by the Supplier in writing, and these conditions will take precedence over any terms, conditions or stipulations contained in any of the client's documentation which may be in conflict herewith.

2. THE GOODS AND SERVICES

Goods and services are defined as the subject matter of any order placed by the Client and accepted by ARC INNOVATIONS in writing.

3. PRODUCT QUALITY, SPECIMENS & SAMPLES

3.1 Unless otherwise specifically agreed between the parties in writing, the quality of the goods is determined strictly and exclusively in accordance with ARC INNOVATIONS' product specifications, as updated by ARC INNOVATIONS from time to time and which have been made available to the Client and further copies of which may be requested from ARC INNOVATIONS at any time.

3.2 ARC INNOVATIONS does not warrant the suitability for any specific purpose of the goods, and in so far as permitted under the Consumer Protection Act, any product specifications or other information provided by ARC INNOVATIONS shall not relieve the Client of the need to conduct his own investigations and tests as to the suitability and application of the goods for any particular purpose and the Client shall have no claim against ARC INNOVATIONS if the goods are provided in accordance with the product specifications thereof but are not suitable for any particular purpose not specifically agreed to in writing by ARC INNOVATIONS before the goods were supplied.

4. MIX DESIGNS

4.1 For All Mix Designs produced by ARC INNOVATIONS for the Client, the following applies:

4.1.1 Site trials must be conducted by the Client on the site and in the conditions that it intends to be used to verify the plastic and hardened properties of the concrete or application.

4.1.2 The results achieved in a laboratory is not indicative of the results that will be achieved on the site and in the conditions that it intends to be used at.

4.1.3 ARC INNOVATIONS is not responsible and cannot be held liable if the results achieved whilst testing does not achieve the results on the site and in the conditions that it intends to be used.

4.1.4 Every project has a minimum testing period of 3 months on the site and in the conditions that it intends to be used before the mix design can be applied. If the Client wishes to proceed without testing the mix design on the site and in the conditions that it intends to be used then it does so at its own discretion and ARC INNOVATIONS will not be held liable for any loss, fatality, loss of income or any other losses incurred as a result.

4.1.5 If the test results conducted in a laboratory does not achieve the results on the site and in the conditions that it intends to be used, the Client cannot withhold payment from ARC INNOVATIONS and the agreed payment terms will not be affected.

- 4.1.6** Arc Innovations is only liable for the product that it supplies within a mix design and is not responsible for the entire mix design.

5. ORDERS

- 5.1** Orders placed by the Client for ARC INNOVATIONS' goods or services, shall be made in writing to the nominated domicilium of ARC INNOVATIONS.
- 5.2** Orders shall constitute offers to obtain ARC INNOVATIONS' goods and services at ARC INNOVATIONS' prevailing fee and/or to purchase the goods or services in question at the prevailing prices of ARC INNOVATIONS and shall be capable of acceptance by ARC INNOVATIONS through the delivery of goods and/or provision of the services or by the written acceptance or confirmation of the order.
- 5.3** ARC INNOVATIONS are not obliged to accept orders that are not written.
- 5.4** In the event that ARC INNOVATIONS makes delivery of the Product to the Client in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such instalment shall not affect the balance of the contract or entitle the Client to cancel the contract.
- 5.5** When goods are delivered in accordance with 5.4 above, payments relating to separate deliveries shall be paid on terms as contained in the credit application and payment by the Client shall not be postponed until such times as all the goods ordered have been delivered.
- 5.6** Should ARC INNOVATIONS at its own election and with agreement from the Client or at the Client's request agree to engage a carrier to transport goods to the Client, such carrier shall be the Client's agent and ARC INNOVATIONS shall engage the carrier of fair, just, and reasonable terms and conditions. The Client indemnifies ARC INNOVATIONS against all and any demands and/or claims and/or liability which may arise or be made against ARC INNOVATIONS by the aforesaid carrier or which may be claimed by the Client out of the transportation of the goods by the aforesaid carrier.
- 5.7** The Client will be liable for payment of all fees, charges, expenses which will be invoiced by Arc Innovations to the client.
- 5.8** If the Client fails to take delivery of the goods ordered due to a direct /indirect act/omission by the Client, its employees or agents, then the risk in the goods shall immediately pass to the Client and the Client shall be liable to pay ARC INNOVATIONS the reasonable costs of storing, insuring, handling of goods and transport penalties that ARC NNOVATIONS incurs until delivery takes place.
- 5.9** Prices for product are those ruling at the date of order of the product and the Supplier reserves the right to adjust or change any prices and/or discounts at any time and without notice.
- 5.10** The Supplier has the discretion at all times whether or not to sell to the Buyer.
- 5.11** Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only. Under no circumstances shall the Buyer be entitled to withdraw from or

terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Supplier arising from late delivery.

- 5.12** The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any damages including but not limited to indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any delay in delivery of the goods ordered.
- 5.13** A signed Delivery Note shall constitute prima facie proof that the product has been delivered to and received by the Buyer in good condition, whether signed by the Buyer, an employee, an agent or a representative of the Buyer.
- 5.14** The Buyer accepts the weight of the product purchased as contained on any delivery note or invoice as correct and shall not be entitled to withhold payment by virtue of any dispute pertaining to the weight of product. Should the Buyer nonetheless dispute the weight, payment shall still be required to be made for product purchased at the weight on the documentation of the Seller. The Buyer shall be liable to pay all costs to weight the product under dispute if it is found that the product is the correct weight.
- 5.15** It is a condition of each sale that the product is sold voetstoots and without any warranties or representations whatsoever.
- 5.16** When the Supplier is required to manufacture or supply product to the Buyers' specification and/or drawings, or carries out work according to the Buyer's instructions, or those of its nominees, the Supplier accepts no responsibility for the efficiency or suitability of product so manufactured or work so carried out.
- 5.17** Save as otherwise specifically provided for herein, the Supplier shall not be liable to the Buyer or to any other person for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit, or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any breach by the Supplier of any of its obligations under these conditions or out of any other court whatsoever. The Buyer hereby indemnifies the Supplier against any claim which may be made against the Supplier by any other person in respect of any matter for which the liability of the Supplier is excluded in terms of the foregoing.
- 5.18** No relaxation or indulgence granted to the Buyer by the Supplier, at any time, shall be deemed to be a waiver of any of the Supplier's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppel against the Supplier.

6. PAYMENT

- 6.1** Payment in full is to be made in accordance with agreed payment terms.
- 6.2** In all cases where the Client uses a postal banking, electronic or similar service to effect payment, such services shall be deemed to be agent of the Client.

6.3.

- 6.3.1** Should any amount not be paid by the Client on the due date, then the whole amount in respect of all purchases by the Client shall immediately become due, owing and payable irrespective of the dates when the goods were purchased and the Client shall be liable to pay a penalty in respect of the amounts unpaid as at the due date at the compound rate of 5% above the prime interest rate per annum (as defined in 5.3.2).
- 6.3.2** The term “prime rate” shall mean the prime overdraft lending rate charged by ARC INNOVATIONS’s bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding.
- 6.3.3** In the event that any agreement between the Client and ARC INNOVATIONS is governed by the National Credit Act (“NCA”), then the penalty payable by the Client shall be the interest rate provided for in the NCA.
- 6.4** The Client shall not be entitled to claim set off or deduction in respect of any payment due by the Client to ARC INNOVATIONS for goods or services supplied.
- 6.5** ARC INNOVATIONS may allocate all payments made by the Client at the discretion of ARC INNOVATIONS.

7. CREDIT FACILITIES

- 7.1** The Client understands that ARC INNOVATIONS’S decision to grant credit facilities to the Client is at the sole discretion of ARC INNOVATIONS.
- 7.2** ARC INNOVATIONS reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities shall at all times be in ARC INNOVATIONS’S sole discretion. In addition, ARC INNOVATIONS may request that the Client provide adequate security in respect of any credit facility.

8. OWNERSHIP & RISK

- 8.1** Notwithstanding that all risk in and to all goods and services sold by ARC INNOVATIONS shall pass on delivery (as set forth in clause 9) and irrespective of whether ARC INNOVATIONS may not be the distributor of the goods, ownership of all goods and services sold and delivered shall remain vested in ARC INNOVATIONS until the purchase price has been paid in full. In the event of a breach of these terms and conditions by the Client, or if the Client is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, ARC INNOVATIONS shall be entitled to take possession of the goods without prejudice to any further rights vested in ARC INNOVATIONS, and is hereby irrevocably authorized to enter upon the Client’s premises to take possession of such goods without an order of court.

- 8.2** The Client shall have no claim against ARC INNOVATIONS for damages caused due to loss of profits or otherwise occasioned by the removal of goods from the Client's premises as aforesaid notwithstanding that such removal was effected without an order of court.
- 8.3** Goods in possession of the Client bearing ARC INNOVATIONS's name, trademarks and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by ARC INNOVATIONS as set forth in paragraph 8.1.
- 8.4** The Client shall fully insure the goods purchased from ARC INNOVATIONS against loss or damage, until the purchase price has been paid in full by the Client. Pending payment to ARC INNOVATIONS for goods purchased, all benefits in terms of the insurance relating to such goods are ceded to ARC INNOVATIONS.
- 8.5** ARC INNOVATIONS shall be entitled to identify its goods merely by way of packaging and for other distinguishing features. ARC INNOVATIONS shall not be obliged to identify the goods by way of serial numbers or any other form of intricate identification.
- 8.6** In the event of Client processing the goods before payment is made in full, ARC INNOVATIONS shall be considered a manufacturer and shall directly acquire sole title to the newly produced product. If the processing involves other materials, ARC INNOVATIONS shall acquire joint title to the newly produced product in the proportion to the value of the goods, as invoiced.
- 8.7** Before payment is made in full and upon request by ARC INNOVATIONS, Client shall provide all necessary information regarding the inventory of the goods. Furthermore, upon request by ARC INNOVATIONS, the Client shall identify on the packaging ARC INNOVATIONS's title of ownership of the goods and shall notify its Clients of assignment of its claims to ARC INNOVATIONS.

9. DELIVERY

- 9.1** Delivery shall be affected as specifically agreed between the parties in writing.
- 9.2** ARC INNOVATIONS shall have the right to defer delivery under this Agreement or any other supply agreement entered into with the Client if and for as long as the Client fails to pay any invoice under one or more of the supply agreements entered into with ARC INNOVATIONS when due.

10. DAMAGE IN TRANSIT

Notice of claims arising out of damage in transit must be lodged by Client directly with the carrier within the notification period specified in the contract of carriage and ARC INNOVATIONS shall be provided with a copy of the notice.

11. BUYER'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Client shall comply with all laws and regulations regarding import, transport, storage and use of the goods.

12. LIABILITY

- 12.1** ARC INNOVATIONS shall not be liable to the Client in any manner in the event of impossibility or delay of ARC INNOVATIONS supply due to circumstances entirely beyond the control of ARC INNOVATIONS, such as but not limited to those described below, and where ARC INNOVATIONS informed the Client as soon as it became aware of impossibility or delay in the supply.
- 12.2** ARC INNOVATIONS shall not be liable to the Client for goods delivered in good order and thereafter damaged in the possession of the Client due to improper care or storage, use or application, contrary to any instructions and/or warnings provided or available for the goods, or any other direct or indirect act or omission by the Client, its employees or agents resulting in the goods being damaged or causing harm to any person or damage to any property.
- 12.3** ARC INNOVATIONS shall not be liable for any harm caused by the goods to a third party if the harm caused to the third party is due to the Client, its employees or agents providing inadequate instructions or warnings in respect of the goods to the third party.

13. SECURITY

If there are reasonable doubts as to Client's ability to pay, or if Client is in default of its payment obligations, ARC INNOVATIONS may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security by the Client.

14. CLIENT'S RIGHTS REGARDING ALLEGEDLY DEFECTIVE GOODS

- 14.1** The Client must notify ARC INNOVATIONS in writing of any
- 14.1.1** unsuitable goods within 2 (two) days of delivery of the goods; or
 - 14.1.2** allegations of defective goods within 2 days of delivery of the goods.
- 14.2** If the goods are defective and the Client has duly notified ARC INNOVATIONS in writing in accordance with 14.1 above, then ARC INNOVATIONS has the right to either remedy the defective goods and supply the Client with replacement goods, without accepting any liability arising out of such defective good.

15. RETURNED GOODS

The goods sold by ARC INNOVATIONS are only returnable, at ARC INNOVATIONS's sole discretion or where the incorrect goods have been supplied, the goods are unsuitable for a purpose stated by the Client in writing to ARC INNOVATIONS and confirmed in writing by ARC INNOVATIONS to the Client, substantially as intended in terms of Section 20 of the Consumer Protection Act, or in terms of Clause 14 above, and in such an instance the following shall apply

- 15.1** Unless alleged to be unsuitable or defective at time of use as contemplated in Clause 14 above, all goods returned must be complete, clean, sealed, undamaged and in their original packaging.

- 15.2** The value of credit or refund for any returned goods will be calculated as per original invoice.
- 15.3** ARC INNOVATIONS must be notified of relevant, packing slip and batch numbers before any claim will be considered.
- 15.4** All goods are to be returned at the Client's expense and the risk in the goods remains with the Client until the goods are received by ARC INNOVATIONS. The Client shall be liable for a fee of 20% of the value of the invoice for all goods returned.

16. BREACH

Should the Client fail to make any payment of any amount due on due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit an act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestered, or in the opinion of ARC INNOVATIONS has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of the Client to comply with any of its current or future obligations in terms of this or any other contract of the Client with ARC INNOVATIONS, then ARC INNOVATIONS without prejudice to and in addition to its other legal remedies shall be entitled to cancel this contract or any unfulfilled part thereof; or to claim payment of the full price or the balance thereof as the case may be, and failing such payment, ARC INNOVATIONS is specifically authorised to repossess all unpaid for goods in the possession of the Client.

17. LEGAL PROCEEDINGS

- 17.1** Regardless of the place of execution or performance under these terms and conditions or domicile of the Client, these terms and conditions and all modifications and amendments. Hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.
- 17.2** The Client hereby submits to the jurisdiction of Magistrates Court, notwithstanding that the amount of ARC INNOVATIONS's claim may exceed the jurisdiction of the Magistrates Court.
- 17.3** A certificate issued and signed by any member or manager of ARC INNOVATIONS, whose authority need not be proved, in respect of any indebtedness of the Client to ARC INNOVATIONS or in respect of any other fact, including the fact that such goods were sold and delivered, shall be prima facie evidence of the Client's indebtedness to ARC INNOVATIONS and prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.
- 17.4** The Client's physical address, shall be recognized as the Client's address for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. ARC INNOVATIONS's chooses its domicilium as 82 Bonnyvale Road, Norton Home Estates, Benoni, 1501.
- 17.5** All legal costs, including attorney/own client costs, tracing agent's fees and collection charges which may incur in taking any steps pursuant to any breach by the or enforcement of these terms and conditions shall be for the cost of the Client.

18. ALTERNATIVE DISPUTE RESOLUTION

- 18.1** Where a statutory or accredited ombud has jurisdiction in terms of the Consumer Protection Act, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.
- 18.2** Where there is no ombud as contemplated in 18.1, and the dispute is one falling under the Consumer Protection Act, an Alternative Dispute Resolution Agent referred to therein shall be appointed to mediate the dispute or, by agreement between the Client and ARC INNOVATIONS, the dispute will be referred to Arbitration as contemplated in 18.3 to 18.6 below.
- 18.3** ARC INNOVATIONS and the Client may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both ARC INNOVATIONS and the Client and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.
- 18.4** When ARC INNOVATIONS and the Client have agreed to refer the matter to arbitration in terms of 18.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any party prepare and file any documents in a form identical to or similar to that of Court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.
- 18.5** The arbitrator must be a person agreed upon by the parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the High Court.
- 18.6** Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of South Africa, who shall then finally resolve the dispute in accordance with the rules of the Arbitration Foundation of South Africa.

19. CONTINUING COVERING SURETYSHIP

- 19.1** I, by my acceptance of a quotation or where I have placed an order with ARC INNOVATIONS hereof do hereby bind myself in my private and individual capacity as surety for and co-principle debtor with the Client in favour of ARC INNOVATIONS for the due performance of any obligation of the Client and for the payment to ARC INNOVATIONS by the Client of any amounts which may now or at any time be become owing to ARC INNOVATIONS by the Client.
- 19.2** I understand that my liability for amounts owing by the Client to ARC INNOVATIONS is not limited to any credit limit granted by ARC INNOVATIONS to the Client.

19.3 The amount which ARC INNOVATIONS can claim from the suretyship shall not be limited by any credit granted by ARC INNOVATIONS to the Client. Should this credit limit be exceeded by the Client for any reason whatsoever, the surety shall not be entitled to claim liability for the credit limit amount only.

19.4 I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from the legal exceptions including, but not limited to

a) Excussion – the right to require ARC INNOVATIONS to proceed first against the Client for payment of any debt owing to ARC INNOVATIONS before proceeding against the surety.

b) Cession of action – the right to require ARC INNOVATIONS to cession of the action for payments of debts to the surety before any action against the surety may be taken.

c) The benefit of simultaneous citation and division of debt the right of a co-surety to be liable only for his pro rata share of the principal debt.

d) The right to an accounting from ARC INNOVATIONS.

19.5 This suretyship is given as a continuing covering suretyship for the present and future obligations of the Client to ARC INNOVATIONS.

20. CESSION OF BOOK DEBTS

20.1 The Client does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of ARC INNOVATIONS all of its rights, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Client may now and at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal persons whomsoever the Clients' debtors without exception as a continuing covering security for the payment due or at any time hereafter be or become owing by the Client to ARC INNOVATIONS.

20.2 Should it transpire that the Client at any time has entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession then this cession shall operate as a cession of all the Client's reversionary rights. Notwithstanding the terms of the foregoing cession, the Client shall be entitled to institute action against any of its debtor provided that all sums of money which the Client collects from its debtors shall be collected on ARC INNOVATIONS's behalf, and provided further that ARC INNOVATIONS shall at any time be entitled to terminate the Client's right to collect such monies/debt.

20.3 The Client shall be obligated to deliver all relevant information in documentation form or otherwise to ARC INNOVATIONS upon demand to enable ARC INNOVATIONS to claim monies owed to the Client from third parties.

21. GENERAL

21.1 This contract represents the entire agreement between ARC INNOVATIONS and the Client and shall govern all future contractual relationships between ARC INNOVATIONS and the Client and shall also be applicable to all debts which the Client may owe to ARC INNOVATIONS prior to the Client's signature hereto.

- 21.2** The Client acknowledges that it is aware that ARC INNOVATIONS' dealers and sales persons have no authority to vary these terms and conditions of sale, and ARC INNOVATIONS assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of ARC INNOVATIONS duly authorized thereto whose names are available on request.
- 21.3** No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, shall be of any force or effect unless reduced to writing and signed by, the Client, and a director of ARC INNOVATIONS. No agreement purporting to obligate ARC INNOVATIONS to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions, shall be of any force or effect, unless reduce to writing and signed by the Client, and a director of ARC INNOVATIONS.
- 21.4** The Client acknowledges that no warranties, representations or guarantees have been made by ARC INNOVATIONS or on behalf of ARC INNOVATIONS which may have induced the Client to sign this agreement.
- 21.5** No relaxation or indulgence which ARC INNOVATIONS may give at any time in regard to the carrying out of the Client's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of ARC INNOVATIONS'S right in terms of this agreement.
- 21.6** The Client shall not cede its rights nor assign its obligation in terms hereof without ARC INNOVATIONS' prior written consent thereto.
- 21.7** ARC INNOVATIONS shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party with prior notice to the Client.
- 21.8** The Client undertakes to notify ARC INNOVATIONS in writing within a period of 7 (seven) days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and shall likewise inform the Client of any such changes affecting ARC INNOVATIONS.
- 21.9** The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 21.10** Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.
- 21.11** Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms and conditions applicable to the industry in which ARC INNOVATIONS conducts business shall be applicable to all dealings between ARC INNOVATIONS and the Client.

22. FORCE MAJEURE

To the extent any incident or circumstance beyond ARC INNOVATIONS'S control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, delays with transport, breakdown of manufacturing equipment, fire, explosion, acts

of Government), reduces the availability of goods from the plant from which ARC INNOVATIONS receives the goods such that ARC INNOVATIONS cannot fulfil its obligations under this agreement, and ARC INNOVATIONS has informed the Client accordingly and without delay, ARC INNOVATIONS shall

- (i) be relieved from its obligations under this agreement to the extent that ARC INNOVATIONS is prevented from performing such obligations and
- (ii) have no obligation to procure goods from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, ARC INNOVATIONS is entitled to withdraw from the agreement without the Client having any right to compensation.

23. DISCLOSURE OF PERSONAL INFORMATION

- 23.1** The Client understands that the personal information given in the credit application form is to be used by ARC INNOVATIONS for the purpose of assessing the Client's credit worthiness. The Client confirms that the information given is accurate and complete. The Client further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given, failing which ARC INNOVATIONS will not be liable as a result of any inaccuracies or lack of completeness of information.
- 23.2** ARC INNOVATIONS has the Client's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form and to obtain any information relevant to the Client's credit assessment, including but not limited to, information regarding the amounts purchased from the suppliers per month, length of time the Client has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 23.3** The Client agrees and understands that information given in confidence to ARC INNOVATIONS by a third party on the Client will not be disclosed to the Client.
- 23.4** The Client hereby consents to and authorises ARC INNOVATIONS at all times to furnish credit information concerning the Client's dealings with ARC INNOVATIONS to a credit bureau and to any third party seeking a trade reference regarding the Client in his dealings with ARC INNOVATIONS.

24. NATIONAL CREDIT ACT

In the event that the National Credit Act ("the NCA") applies to any transaction between ARC INNOVATIONS and a Client, then-

- 24.1** If any provision of these terms and conditions are in conflict with the NCA, such conflicting terms and conditions shall not apply;
- 24.2** ARC INNOVATIONS and the Client shall conclude an agreement in compliance with the NCA and ARC INNOVATIONS shall not be obliged to deliver any goods or provide any services until such agreement is signed;
- 24.3** The costs and charges which ARC INNOVATIONS is entitled to recover from the Client shall be the maximum allowed by the NCA and ARC INNOVATIONS shall be obliged to comply with the NCA before instituting any legal proceedings against the Client.

25. CONSUMER PROTECTION ACT

ARC INNOVATIONS recognizes that its Clients may be consumers under the Consumer Protection Act and Regulations and in so far as any transactions are protected under the Consumer Protection Act, any clause in respect of such transaction in terms of these terms and conditions shall be interpreted in order to give effect to the Client's rights. Likewise, the Client recognizes and confirms that in so far as they are not in conflict with the Consumer Protection Act and Regulations, the Client shall perform its obligations under these terms and conditions.

26. NOTICES

- 26.1** Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated in 26.2 and 26.3 below.
- 26.2** Any notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).
- 26.3** Any notice to a party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.

27. COMPLIANCE

In performing its obligations under this Agreement the Client undertakes to comply with all applicable laws and regulations (in particular, but not limited to, relating to antitrust and anti-corruption).

28. TERMINATION

This agreement shall commence on the day that a quotation for work is accepted or when a Purchase Order by the Client is produced or whichever date comes first.

29. Privacy Policy

We respect your privacy. Your details are captured using the registration or contact form pages. This typically includes your name, email, contact details, company name, company location and company details. The information is used to contact you with relevant details. The information is stored in a database as well as backups of the site. We do collect statistics on the usage of the site. This includes the usage of cookies and other tracking services. Your details will not be shared with another party. If you want to change or delete your detail you can contact us to be removed. You can also login and un-subscribe from any communications and emails.

30. PURCHASE ORDERS

The Client will issue a Purchase Order (PO) for the procurement of the Work.

In the event of any conflict between these Terms and the Purchase Order and any other attachments thereto, the terms set out in this document shall take precedence.