

**GENERAL TERMS AND CONDITIONS OF SALE (“FREUDENBERG’s T&C’S “
or “T&C’S”)**

1. DEFINITIONS AND INTERPRETATION

document or Agreement and / or any transaction entered into between the Parties;

In this Agreement, unless the context otherwise indicates, words and expressions shall have the following meanings:

1.9 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

- 1.1 **"Customer"** shall mean any natural person, juristic person including, without limitation, a company or firm, placing an Order for Goods in terms of these T&C's;
- 1.2 **"Freudenberg"** shall mean Freudenberg Filtration Technologies (Pty) Ltd with registration number: 2008/026284/07;
- 1.3 **"Goods"** shall mean any Goods manufactured and sold by Freudenberg to the Customer in terms of these T&C's;
- 1.4 **"List Price"** shall mean the price as per Freudenberg's product catalogue;
- 1.5 **"Order"** shall mean a written order placed by the Customer;
- 1.6 **"Party"** or **"Parties"** shall mean Freudenberg and the Customer in reference to any one of them separately or when referring to them jointly;
- 1.7 **"Purchase Price"** or **"Price"** shall mean the agreed Purchase Price of the Goods as set out in clause 3 hereunder;
- 1.8 **"T&C's"** shall mean Freudenberg's T&C's, being these terms and conditions as contained in this

- 1.9.1 The meaning of words so indicated with " " or with the use of capital letters shall be so interpreted as indicated herein, except in a context indicating that some other meaning is intended;
- 1.9.2 any reference to the singular (including in the expressions defined in 1 includes the plural and vice versa, any reference to natural persons includes legal persons (corporate or unincorporated) and *vice versa* and any reference to a gender includes the other genders;
- 1.9.3 headings and the use of bold typeface are to be ignored;
- 1.9.4 references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re-enacted;
- 1.9.5 any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days;
- 1.9.6 when a number of days is prescribed, the days shall be reckoned exclusively of the first day

- and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day;
- 1.9.7 a reference to any Agreement or other document (including this Agreement) shall include references to such Agreements and documents as they may, after the Signature Date, be amended;
 - 1.9.8 where appropriate, meanings ascribed to defined words and expressions in clause 1, shall impose substantive obligations on the Parties;
 - 1.9.9 a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix is, unless indicated to the contrary, a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix of this Agreement;
 - 1.9.10 where any term is defined within the context of any particular clause or sub-clause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause only, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in clause 1;
 - 1.9.11 the words "**material**" and "**materially**" mean, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in this Agreement;
 - 1.9.12 where this Agreement requires a Party to use its "**Best Endeavours**" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, until the Parties agree that it is not reasonable to take the action or to omit taking an action;
 - 1.9.13 in the interpretation of this Agreement, the *contra proferentum* rule of interpretation shall not apply (this Agreement being the product of negotiations between the Parties), nor shall this Agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
 - 1.9.14 the use of the words "**include**", "**including**" and "**in particular**" in this Agreement followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words "**other**" or "**otherwise**" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible;

1.9.15 the expiry or termination of this Agreement shall not affect such provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1. OFFER AND ACCEPTANCE

1.1 All Goods are sold strictly in accordance with standard specifications applicable or inherent thereto or in terms of the provisions of clause 4 below and are further subject to the terms and conditions set out below.

1.2 Once an Order from a Customer is received by Freudenberg, it constitutes a legally binding agreement of sale and shall thereafter continue to so constitute in one indivisible transaction.

2. PURCHASE PRICE

3.1 The Price as contained in the Order constitutes the confirmed and agreed Purchase Price in relation to the Goods in question (or "Definite Price") and in respect of which the Customer shall be invoiced:

3.1.1 Where a Definite Price has not been expressly confirmed for the execution of an Order, the list Price ruling at the date of delivery shall apply.

3.1.2 In all other instances, where a Definite Price has been agreed, such Price shall at all times be subject to change or fluctuation as a result of unforeseen changes in costs and exchange rates,

including, without limitation, raw materials, wages and energy.

3.2 Where delivery of an Order is made in parts, the list Price ruling at the date of each delivery shall apply to each part of such Order.

3.3 All payments to be made by the Customer shall be made free of any set off, deductions or withholdings of whatsoever nature and shall be made on the basis that all bank charges in respect of such payments are for the account of the Customer.

3.4 Purchase Prices are all exclusive of VAT and any other tax(es) or charge(s) payable by the Customer in connection with the sale and delivery of the Goods.

3.5 In respect of deliveries by instalments, each delivery may be invoiced separately from time to time.

3.6 All payments for Goods ordered shall be cash on delivery or as otherwise agreed between the Parties in writing.

3. PERFORMANCE DESCRIPTION

4.1 The quality of the delivered Goods shall be finally described by explicitly agreed features (e.g. specifications, labels, approvals and other information).

4.2 Freudenberg shall reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colours, formula, recipes, processes and the use of raw materials as well as order sizes and reasonable quantity variances, as far

as this may not be accepted as unreasonable by the Customer.

4.3 Details of the delivery item (e.g. provided in catalogues, goods information, electronic media or on labels) are based on their general experience and knowledge and are, thus, for purpose reference values or markings only. These Goods' details, as well as expressly stipulated features/purposes, shall not relieve the Customer of the need to test the Goods for the intended purpose and to take the respective measures for responsible and careful storage.

4.4 In respect of all Orders, Freudenberg shall be entitled to procure materials for the entire Order and to manufacture the total order quantity immediately. Freudenberg cannot consider, nor shall it be liable for any costs or damages on any basis whatsoever, where the Customer requests the cancellation of such order wholly or in part or any amendments to be made thereto following receipt of an Order.

5. DELIVERY/SECURITY

1.1 Freudenberg hereby reserves the ownership of all and any Goods delivered to the Customer until all existing claims, including conditional and subsidiary claims, which Freudenberg may have towards the Customer, have been satisfied. The reserved ownership shall serve as security for any and all claims, including future claims, Freudenberg has or may have against the Customer.

1.2 The reservation of title shall also apply to new Goods resulting from

the processing of the initially delivered items, or their mixing or combining with other items, in each case at the full value of the respective new product. These processes shall be performed on Freudenberg's behalf so that it shall be deemed to be the manufacturer. If Freudenberg's ownership ceases as a result of the processing, combining or mixing, the Customer hereby transfers to Freudenberg its title and expectant rights in the new Goods delivered by Freudenberg, and shall store it on Freudenberg's behalf free of any charge.

1.3 The Customer shall store the Parties (jointly) owned Goods as described above on Freudenberg's behalf free of charge and with the due care and diligence of a reasonable person. The Customer agrees to furthermore insure the Goods against fire, theft and other usual risks. Any required maintenance thereon has to be timely performed at the Customer's expense.

1.4 Freudenberg is entitled to immediately, without prior notice, claim back or repossess any and all Goods in case of any default by the Customer.

1.5 The Customer hereby irrevocably consents, in advance, to return the Goods in such instances. All costs relating to the retrieval of the Goods (in particular transport costs) shall be borne by the Customer.

1.6 Notwithstanding the above, the Customer is authorised to resell or process the delivered Goods or mix or combine it with other items before Freudenberg has been paid in full,

as part of the Customer's ordinary business operations only and subject thereto that the Customer is not party to any imminent, pending or final insolvency proceedings. The Customer hereby irrevocably assigns to Freudenberg, in advance, all claims resulting from the resale, processing, mixing, combining or other legal grounds related to the delivered product (in particular from insurance contracts or unlawful acts) in the amount of the agreed final invoice total (including VAT). The same applies if a product is not resold but used by the Customer for purposes of a contract for work and service or a contract for work and material.

- 1.7 The Customer shall not be authorised to pledge, mortgage, grant a lien over, lease or assign the Goods by any other way of security.
- 5.8 Notwithstanding the above, all risk(s) associated with the Goods, including any warranty for a special purpose or particular suitability and use of the Goods, shall be assumed by the Customer. All risks associated with Goods shall pass to the Customer upon delivery thereof.
- 5.9 All deliveries shall be considered as on inclusive and indivisible delivery transaction. Without derogating from the aforementioned, Freudenberg shall be entitled to deliver Goods in instalments.
- 5.10 The Parties agree that the routes and modes of transportation to deliver said Goods to the Customer shall be at Freudenberg's discretion but costs thereof shall be borne by the Customer.

- 5.11 In case of Goods that are sent or shipped to the Customer or a third party, the risk of accidental loss or accidental damage of the Goods passes onto the Customer once the Goods have left Freudenberg's possession, irrespective of the agreed place of performance or who is liable for the shipment costs.
- 5.12 The Customer shall inspect the Goods immediately upon taking delivery thereof and in the event of damage, loss or theft, record same in sufficient detail and immediately inform Freudenberg thereof in writing. Freudenberg shall have no liability whatsoever for late delivery or non delivery of any Goods due to *force majeure* or any other circumstances beyond its control.
- 5.13 Should the reservation of title under clause 5.1 need to be publicly registered or requires any other kind of cooperation by the Customer in order to be valid, the Customer hereby irrevocably consent to such registration and agrees to take all necessary actions to give effect thereto at its own costs.

2. COMPLAINTS AND CLAIMS FOR DEFECTS

- 2.1 Customers shall generally not be able to return Goods unless the Goods do not conform to the sample, agreed or standard specifications, certificate of compliance or provisions of clause 4, should the Customer however on inspection of the Goods on delivery discover that the Goods do not conform as set out in hereinbefore, the Customer may lodge a complaint with Freudenberg in writing.

2.2 Freudenberg shall consider each complaint on a case by case basis.

**3. CONFIDENTIALITY/
RESTRICTIONS ON DISCLOSURE
AND USE OF PERSONAL
INFORMATION**

3.1 The Customer shall keep any knowledge and information of a technical or economical nature it has received from Freudenberg in connection with the business relationship (“Confidential Information”) strictly confidential towards third Parties at all times, even after the end of the business relationship, unless the Customer proves that the Confidential Information is:

- (i) already known to the customer or in the public domain at the time of disclosure or subsequently become public knowledge other than through a fault of the customer;
- (ii) subsequently developed by the customer completely independent from the Confidential Information; or
- (iii) received by the customer from a third Party without breach of a confidentiality obligation.

7.2 Freudenberg shall reserve all proprietary rights and copyrights of estimates, designs, drawings and other documents and these shall only be modified or made available to third parties with Freudenberg’s express approval. Drawings and other documents provided as part of a quotation

must be returned to Freudenberg on request at any time when the order is not placed with Freudenberg.

7.3 In case of Freudenberg’s delivery of items according to drawings, models, samples or other documents provided by the Customer, the latter shall ensure that industrial proprietary rights of third parties are not infringed upon. If a thirdparty, referring to proprietary rights, prohibits in particular the manufacturing and delivery of such items, Freudenberg shall be entitled to suspend all relevant activities and claim damages without being obliged to analyse legal responsibilities, in addition, the Customer undertakes to indemnify Freudenberg immediately from third party claims related to documents made available to Freudenberg.

7.4 The disclosure of Confidential Information does not establish any industrial proprietary rights, rights to knowhow or copyrights of the Customer and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of licence is subject to a written agreement.

7.5 The Customer agrees:-

7.5.1 that it shall only be entitled to use the Confidential Information of Freudenberg for the specific purposes set out in the Disclosing Purpose, and it shall not utilise, employ, exploit or in any other manner use the Confidential Information of Freudenberg for any purpose other than the Disclosing Purpose;

7.5.2 subject to clause 7.5.3, not to disclose the Confidential Information of Freudenberg to any third party or publish such information in any manner, for any reason or purpose whatsoever without the prior written consent of Freudenberg, which consent may be withheld in the sole discretion of Freudenberg;

7.5.3 it will restrict the dissemination of the Confidential Information of Freudenberg to only those of its personnel who are actively involved in the Disclosing Purpose and then only on a "need to know" basis and will take all practical steps to impress upon those personnel who need to be given access to Confidential Information, the secret and confidential nature thereof;

7.5.4 that any unauthorised use, publication or other disclosure of the Confidential Information of Freudenberg may cause irreparable loss, harm and damage to Freudenberg. Accordingly, the Customer hereby indemnifies and holds Freudenberg harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by Freudenberg pursuant to:

- (i) a breach by the Customer of the provisions of this Agreement; and
- (ii) any unauthorised use, publication or disclosure of any Confidential Information by any of the Receiving Party's personnel.

7.6 The Customer shall protect the Confidential Information of

Freudenberg in the same manner and with the same endeavour which a reasonable man would use to protect his own Confidential Information. Should the Customer become aware of any unauthorised copying, disclosure or use of Disclosing Party's Confidential Information, it shall immediately notify Freudenberg thereof in writing and, without in any way detracting from Freudenberg's rights and remedies in terms of this Agreement, take such steps as may be necessary to prevent a recurrence thereof.

7.7 To the extent that the Customer is ordered to disclose any of Freudenberg's Confidential Information pursuant to a judicial or government request, requirement or order (hereafter called the "Forced Disclosure"), the Customer shall, unless legally prohibited to do so, promptly notify Freudenberg thereof and take any and all reasonable steps to assist Freudenberg in contesting such a request, requirement or order, or otherwise take all reasonable steps to protect Freudenberg's rights prior to Forced Disclosure.

7.8 Freudenberg may at any time request the Customer to return any material containing, pertaining to, or relating to the Confidential Information of Freudenberg and may, in addition, request the Customer to furnish a written statement to the effect that upon such return, the Customer has not retained in its possession or under its control, either directly or indirectly, any such material.

7.9 Alternatively to clause 7.8, the Customer shall, at the insistence of Freudenberg, destroy such material

and furnish Freudenberg with a written statement to the effect that such material has been destroyed.

to protect Freudenberg's rights prior to Forced Disclosure.

7.10 The Customer shall comply with a request in terms of this clause 7 within 3 (three) days of receipt of such request, or such shorter period as Freudenberg may demand, so long as this allows the Customer adequate time to comply.

7.11.3 Return of information

7.11.3.1 On Request. Freudenberg may at any time request the Customer to return any material containing, pertaining to, or relating to the Confidential Information of Freudenberg and may, in addition, request the Customer to furnish a written statement to the effect that upon such return, the Customer has not retained in its possession, or under its control, either directly or indirectly, any such material.

7.11 Personal Information

7.11.1 Standard of care

The Customer shall protect the Confidential Information of Freudenberg in the same manner and with the same endeavour which a reasonable man would use to protect his own Confidential Information. Should the Customer become aware of any unauthorised copying, disclosure or use of Freudenberg's Confidential Information, it shall immediately notify Freudenberg thereof in writing and, without in any way detracting from Freudenberg's rights and remedies in terms of this Agreement, take such steps as may be necessary to prevent a recurrence thereof.

7.11.3.2 Destruction. Alternatively to clause 7.11.3.1, the Customer shall, at the insistence of Freudenberg, destroy such material and furnish Freudenberg with a written statement to the effect that such material has been destroyed.

7.11.3.3 Compliance with request. The Customer shall comply with a request in terms of this clause 7 within 3 (three) days of receipt of such request, or such shorter period as Freudenberg may demand, so long as this allows the Customer adequate time to comply.

7.11.2 Forced Disclosure

To the extent that the Customer is ordered to disclose any of Freudenberg's Confidential Information pursuant to a judicial or government request, requirement or order (hereafter called the "Forced Disclosure"), the Customer shall, unless legally prohibited to do so, promptly notify Freudenberg thereof and take any and all reasonable steps to assist Freudenberg in contesting such a request, requirement or order, or otherwise take all reasonable steps

8. GOOD FAITH

All Goods are sold only in accordance with the standard specification applicable to such Goods and subject to these T&C's. No variations from these conditions of sale and no contrary stipulations by the Customer shall be valid unless specifically accepted by Freudenberg in writing. Any advice or assistance given, whether concerning processing or application possibilities

relating to Freudenberg's Goods, technical recommendations or similar indications, plant, machinery or otherwise, is given in good faith but without obligation and subject specifically to exclusions of any liability whatever on the part of Freudenberg, or on the part of Freudenberg's staff for damages whether direct or consequential, or otherwise howsoever arising.

9. DEFAULT

9.1 Subject to the any other Agreement between the parties, including any Credit Agreement as well as clause 10, should either Party:

9.1.1 commit a breach of any of the terms and/or conditions of this Agreement, and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice requiring it to do so; or

9.1.2 repeatedly breach any of the terms and/or conditions of this Agreement in such a manner as to justify the other Party ("Innocent Party") in holding that the breaching Party's conduct is inconsistent with the intention and/or ability of the breaching Party to carry out the provisions of this Agreement;

The Innocent Party shall be entitled, without prejudice to any alternative or additional right of action or remedy available to them under the circumstances, to cancel the Agreement in writing.

9.2 The provisions of clause 9 do not constitute a waiver by any Party of its common law rights and remedies arising from any breach of this Agreement.

10

DISPUTE RESOLUTION

10.1

The Parties agree that the terms of this Agreement will be performed in the spirit of mutual co-operation, trust and confidence. The Parties further agree to use their reasonable endeavours to resolve, through mutual consultation, without involving any third Party or Parties, any dispute which may arise under, out of, or in connection with or in relation to this Agreement. If, following such mutual consultation, the dispute still remains unresolved, the matter shall be referred to 1 (one) representative of each of the Parties, who shall negotiate for a period of up to 5 (five) Business Days from the date of such referral in an attempt to resolve such dispute. If, following the expiry of such 5 (five) Business Day period, the dispute is still unresolved, then, save where otherwise provided in this Agreement, the matter shall be referred to arbitration in accordance with the remaining provisions of this clause 10.

10.2

This clause 10 is a separate, divisible agreement from the rest of this Agreement and shall subject to the provisions of 10.13:

10.2.1

not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating, in substance, to the rest of the Agreement and not to this clause 10, which issue, the Parties agree, shall be subject to arbitration in terms of this clause 10; and

10.2.2

remain in effect even if the Agreement is terminated or cancelled, for whatsoever reason.

- 10.3 Save, in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, any dispute arising out of or in connection with this Agreement, or the subject matter of this Agreement, including, without limitation, any dispute concerning:
- 10.3.1 the existence of this Agreement apart from this clause 10;
 - 10.3.2 the interpretation and effect of this Agreement;
 - 10.3.3 the Parties' respective rights or obligations under this Agreement;
 - 10.3.4 the rectification of this Agreement;
 - 10.3.5 the breach, termination or cancellation of this Agreement or any matter arising out of such breach, termination or cancellation;
 - 10.3.6 damages in contract, in delict, compensation for unjust enrichment; or
 - 10.3.7 any other claim whether or not the rest of this Agreement apart from this clause 10 is valid and enforceable,
 - 10.3.8 shall be decided by arbitration as set out in this clause 10.
- 10.4 The Parties to this dispute shall agree on the arbitrator. If Agreement is not reached within 5 (five) Business Days after any Party to the dispute in writing calls for Arbitration, the arbitrator shall be:
- 10.4.1 if the dispute relates primarily to a financial matter, a practicing chartered accountant of at least 15 (fifteen) years' standing nominated by the Chairman for the time being of the South African Institute of Chartered Accountants at the request of either Party; or
 - 10.4.2 if the dispute relates to any other matter, a practising commercial attorney or advocate of at least 15 (fifteen) years' standing on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA") or such other institution of similar standing as the Parties may agree, nominated at the request of any Party to the dispute by the Registrar of AFSA or such other institution (if applicable), for the time being. This provision will also apply where the Parties are unable to agree on whether the dispute relates to a financial or other matter;
- 10.5 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party to the dispute concerned is aware and, if desired, suggesting suitable nominees for appointment, and a copy shall be furnished to the other Parties to the dispute who may, within 5 (five) Business Days, submit written comments on the request to the addressor of the request.
- 10.6 The arbitration shall be held in Cape Town and the Parties shall endeavour to ensure that it is completed within 90 (ninety) Business Days after notice requiring the claim to be referred to arbitration is given.
- 10.7 The proceedings in the arbitration shall as far as practicable take place in private and be kept confidential.
- 10.8 The arbitration shall be governed by the Arbitration Act, No. 42 of 1965 and shall take place in accordance with the Commercial Arbitration Rules of AFSA.

10.9 An Order or award made by the arbitrator shall be carried into effect and shall be final and binding upon the Parties and may be made an Order of court of competent jurisdiction.

10.10 This clause 10 shall not preclude any Party to a dispute from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator or panel of arbitrators, on appeal.

10.11 Notice of a dispute or pending arbitration proceedings shall not entitle any Party to suspend compliance with any of its obligations in terms of this Agreement or any Agreement contemplated in this Agreement.

10.12 The Parties agree that a written demand by any Party that a dispute be submitted for resolution in terms of this clause 10 is deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969.

10.13 In the event that any debt in respect of a Customer is ceded to or assigned to an Insurer or similar institution, the process of dispute resolution as per this clause 10 shall not apply.

11 NOTICES AND DOMICILIA

11.1 Each Party chooses as its *domicilium citandi et executandi* their respective addresses set out below for all purposes under these T&C's, whether in respect of a court process, notice, or other document or communication of whatsoever nature, at which addresses all the processes and notices arising out of or in connection with these T&C's, its breach or termination, may validly be served upon or delivered to the Parties:

11.1.1 Freudenberg:

Physical address: 46-48 Industria Ring Road
 Parow Industria
 Cape Town

Email-address:
viledon-filters@freudenberg.co.za

11.1.2 Customer:

Physical address:
 Email address:

11.2 Any notice given in terms of this Agreement shall be in writing and shall:

11.2.1 if delivered by hand, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of delivery;

11.2.2 if delivered by courier service, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of such delivery by the courier service concerned; and

11.2.3 if transmitted by facsimile or email, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of dispatch.

11.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such.

12. GOVERNING LAW

The validity of this Agreement, its interpretation, the respective rights and

obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

13. LIABILITY

Except as expressly provided for herein, Freudenberg shall only be liable in the event of its wilful misconduct or gross negligence and any further liability whatsoever is hereby expressly excluded.

14. NOVATION

No Party to this Agreement may cede any or all of that Party's rights, nor delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party.

15. NO REPRESENTATIONS

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

16. NON WAIVER

The failure by any of the Parties to enforce any provision of this Agreement shall not affect in any way that Party's right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

17. SEVERABILITY

If any part of this Agreement is void, illegal, unenforceable, or in conflict with any law of the state or local Government over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

18. SIGNATURE IN COUNTERPARTS AND ORIGINAL DOCUMENTS

18.1 This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement.

18.2 The Parties hereby agree that sales documents sent by email or facsimile are equivalent to originals provided they have been signed by an authorized representative.

19. WARRANTIES ON CAPACITY

Each Party warrants that:

19.1 It has the legal capacity and has taken all necessary corporate action required (where applicable) to empower and authorise it to enter into and implement this Agreement on the terms and conditions herein set out.

19.2 This Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms.

Signed at _____ on _____
Witnesses:

1
2
(Signatures of witnesses)

.....
(Signature of Customer, duly
authorised thereto)

Signed at _____ on _____

Witnesses:

1
2
(Signatures of witnesses)

.....
(Signature of Freudenberg, duly
authorised thereto)