Terms Governing the Sale of Goods and the Supply of Services to MAN Automotive (South Africa) Proprietary Limited

1. Definitions

In these Terms and Conditions –

1.1. "**Call-off Order**" means a blanket Order based on a frame agreement for bulk purchases and/or acquisition of similar Goods/Services in large quantities at the same price, the delivery of which Goods/Services is not necessarily effected at the same time;

1.2. "**Component/s**" means any input/s which go into the preparation or manufacture of the Goods/Services;

1.3. "**Delivery Date**" means the date of handover of the Goods and/or the completion of the Services by the Vendor to MAN in accordance with the provisions of these Terms and any other provisions specified by MAN in writing;

1.4. "**Force Majeure**" means an exceptional event(s) or circumstances, including but not limited to an act of war, sabotage, strikes, labour disputes, epidemics and pandemics, fires, freight embargoes, floods, explosions, acts of government or any other causes or events which are beyond the control and without the fault or negligence of the Vendor and/or MAN;

1.5. "**Goods**" means, where applicable, the products to be provided by the Vendor to MAN as described in **Annexure A** hereto;

1.6. "**MAN**" means MAN Automotive (South Africa) Proprietary Limited Registration number 1975/004250/07, with its principal place of business being The Views, Founders Hill Office Park, 18 Centenary Way, Modderfontein, Johannesburg, 1613 and subsidiaries, its successors-in-title or assigns and/or any entity which acquires all or any substantial portion of the business of MAN;

1.7. "**Order**" means a written request placed with the Vendor by a duly authorised MAN representative in respect of the sale of Goods and/or the supply of Services to MAN;

1.8. "**Parties**" means MAN and the Vendor collectively;

1.9. "**Vendor**" means: _____ registration number_____ with its principle place of business and chosen *domicilium* address being _____;

1.10. "**Services**" means, where applicable, the services to be provided by the Vendor to MAN as described in **Annexure B** hereto;

1.11. "**Terms**" means these Terms Governing the Sale of Goods and the Supply of Services to MAN Automotive (South Africa) Proprietary Limited;

1.12. "**Workmanlike Manner**" means the standard of care, skill and diligence that would be exercised by a reasonably diligent person with the general knowledge, skill and experience that may reasonably be expected of a person supplying the Goods/Services

2. Scope

These Terms govern and are applicable to the sale of Goods and/or the supply of Services to MAN by the Vendor and, unless otherwise agreed to by MAN in writing, they will take precedence over any provisions contained in any Order, invoice or document issued by any Party.

3. Duration and Termination

3.1. These Terms will come into effect on the signature date hereof by the Vendor and will remain in effect for the duration of the contractual relationship between the Parties.

3.2. Where applicable, MAN may terminate these Terms by providing the Vendor with 60 (sixty) days written notice.

4. Orders

4.1. Any Order for the sale of Goods or supply of Services will only be binding on MAN if in writing and signed on behalf of MAN by a duly authorised representative of MAN.

4.2. All Orders made by MAN as well as modifications and supplements to such Orders will only be valid if made in writing or, in the case of Call-off Orders, by means of electronic request.

4.3. If a Vendor does not accept an Order within 7 (seven) business days of receipt of such Order, MAN has the right to cancel the Order and source the Goods/Services elsewhere. Call-off Orders are deemed to be binding on the Vendor if the Vendor does not revoke them in writing within 24 (twenty-four) hours of receipt of Order.

4.4. Within the context of the provision of the Goods/Services by the Vendor to MAN in a Workmanlike Manner, MAN may request modifications to any Goods/Services that are of poor quality and/or workmanship. Any changes to costs and/or delivery dates as a result of any such request will be for the Vendor's account unless otherwise agreed to by MAN in writing.

4.5. MAN has the right to inspect the Vendor's premises upon prior written or telephonic notification to ascertain the progress being made by the Vendor in respect of the production, manufacture and/or delivery of any Goods/Services forming the subject matter of an Order. Such inspection does not absolve the Vendor from any of its obligations to MAN in terms hereof or in terms of an Order and will not preclude MAN from enforcing any of its rights in terms hereof or in law.

4.6. MAN may provide the Vendor with a material manage plan as a forecast for production requirements. The Vendor acknowledges that a material manage plan does constitute an Order or a commitment to place an Order and MAN will not be liable to the Vendor if an Order is not made.

5. Delivery of the Goods and or Services

5.1. A Delivery Date stipulated in any Order may not be varied or altered without the prior written consent by MAN.

5.2. If any event occurs that might cause any delay in the delivery of the Goods/Services to MAN, the Vendor must forthwith inform MAN of such delay and advise MAN of the reason for the delay and the date/s on which delivery can be effected.

5.3. If the situation referred to in clause 5.2 above arises, MAN may either allow the Vendor –

5.3.1. an extension of time within which to effect delivery; and/or

5.3.2. to effect delivery of such portion of the Goods/Services in question which can be delivered and on such terms as MAN may stipulate.

5.4. If the Vendor fails to deliver any Goods and/ or Services within the period stipulated in an Order or within any extended period allowed by MAN in accordance with clause 5.3 above, MAN may either –

5.4.1. claim specific performance; or

5.4.2. cancel the entire Order or the part thereof relating to the Goods/Services whose delivery has been delayed, in either event without prejudice to MAN's right to claim damages from the Vendor as a result of the delay.

5.5. Subject to the provisions of these Terms, for the purpose of any Order, delivery of any Goods/Services will only be regarded as having been properly completed when effected in accordance with the Order in question.

5.6. If any Goods/Services require installation, commissioning or implementation by the Vendor, delivery will not be regarded as having been completed until such installation, commissioning or implementation has been completed in accordance with the Order.

5.7. The Vendor remains liable for any loss or damage to the Goods until delivery of the Goods to MAN in accordance with the provisions of this clause 5.

6. Vendor's Obligations

6.1. The Vendor undertakes, in effecting the sale and delivery of any Goods/Services to MAN, to comply with all laws and regulations –

6.1.1. applicable to the Goods/Services in question; and

6.1.2. relating to safety and accident prevention in respect of the manufacturing, delivery and provision of such Goods/Services.

6.2. Without derogating from the generality of clause 6.1 above, the Vendor must also comply with all rules or procedures stipulated by MAN including rules and procedures in respect of –

6.2.1. the delivery of the Goods/Services in question; and

6.2.2. safety and/or accident prevention.

7. Packaging of Goods

7.1. Goods forming the subject matter of any Order will be packaged in such a manner as may be required by MAN and/or by any laws or regulations.

7.2. In circumstances where the use of any Goods/Services requires instructions in regard to the assembly or use of such Goods/Services the Vendor is obliged to provide MAN with all such documentation containing such instructions in readable and legible form.

7.3. Notwithstanding the provisions of this clause 7, the delivery of any Goods/Services will not be regarded as having been effected until all of the documentation referred to in clause 7.2 above is handed to MAN and MAN is satisfied with the contents thereof.

7.4. The provisions of this clause 7 will apply *mutatis mutandis* to any documentation relating to the maintenance and repair of any Goods supplied to MAN by the Vendor.

8. Standards and Specifications

8.1. The Vendor has a duty to obtain MAN standards and specifications for the Components from MAN. To the extent that it is required, standards and specifications may be agreed to by the Parties for the Components.

8.2. If clause 8.1 above is not applicable, the Vendor will comply with industry standards and specifications that are recognised by the relevant industry bodies.

9. Regulatory Compliance of the Goods/Services

9.1. To the extent that the Goods/Services or the Components thereto, are governed by any regulatory standards or compulsory specifications, the Vendor warrants that the Goods/Services and Components comply with such regulatory standards or compulsory specifications at all material times and the Vendor must maintain the most recent and valid proof of compliance and provide such proof to MAN upon request.

9.2. If the Vendor makes any modifications or improvements to the Goods/Services including any changes to the manufacturing process thereof, the Vendor must inform MAN of such modifications, improvements and/or changes and provide proof of compliance of the modified Goods/Services to MAN upon request.

9.3. The Vendor must have sufficient quality inspection and audit processes to ensure that its third party Vendors of any Components comply with the requisite standards or regulations at all material times and maintain the most recent and valid proof of compliance and provide such proof to MAN upon request.

9.4. The Vendor indemnifies MAN from any and all loss or damages including consequential losses incurred by MAN as a result of the use by –

9.4.1. the Vendor of any Components as described in clause 8 and 9.1 above which do not conform to applicable standards or regulations; and/or

9.4.2. MAN of Goods/Services from the Vendor which do not conform to applicable standards or regulations even if MAN omitted such non-conformance from its quality inspections.

10. Warranties and Indemnities by the Vendor

10.1. In respect of all Goods/Services supplied by the Vendor to MAN, the Vendor warrants to MAN that –

10.1.1. such Goods/Services are and will be fit for the purpose for which they have been purchased or ordered and, where applicable, that the Goods/Services comply with the provisions of clause 9 above;

10.1.2. all Components received from their Vendors for purposes of these Terms, conform to the provisions of clause 9 above;

10.1.3. regular internal quality inspections and audits will be conducted by the Vendor of its own operation and those of its Vendors and the results thereof will be maintained and provided to MAN upon request;

10.1.4. all Goods and the component parts thereof are of good and proper quality and have been produced and/or and supplied in a good and Workmanlike Manner and in accordance with any standards, regulations and specifications relating to such Goods and the component parts thereof;

10.1.5. all Services will be rendered to MAN in a good and Workmanlike Manner and in accordance with any with any standards, regulations and specifications relating thereto;

10.1.6. all Goods/Services will be sold and delivered to MAN free of any lien, hypothec or other encumbrance in favour of any third party and that upon receiving delivery of any such Goods/Services, MAN will be entitled to acquire ownership thereof and/or the right to the use thereof to the exclusion of any claim by any third party;

10.1.7. if any fault or defect appears in any Goods/Services within any applicable warranty period which renders such Goods/Services unfit for the purpose for which they are intended, the Vendor will, at the election of MAN, either repair any such fault or defect or replace the Goods/Services in question. Unless otherwise agreed between the Parties in writing, the warranty period applicable to any Goods/Services will be 24 (twenty-four) months from the Delivery Date of such Goods and/or the rendering of such Services; and

10.1.8. the use by MAN of such Goods/Services will not infringe the intellectual property rights of any third party.

10.2. In the event referred to in clause 10.1.7 above –

10.2.1. if the Vendor fails to remedy any such fault or defect or, if required by MAN, fails to replace the defective or faulty Goods/Services within a period specified by MAN, which period will be appropriate and reasonable having regard to the fault or defect in question and to the purpose for which the Goods/Services are required, MAN will be entitled to either–

a. cancel the Order in respect of the Goods/Services in question;

b. have the fault or defect repaired by a third party and claim the cost of doing so from the Vendor on demand;

c. replace the faulty or defective Goods/Services by contracting with a third party and claiming the cost thereof from the Vendor; or

d. demand that the Vendor grants MAN a credit equivalent to the price paid by MAN for the Goods, which the Vendor will be obliged to grant upon demand;

10.2.2. if the fault or defect requires repair or replacement on an urgent basis, the Vendor will be obliged to effect such urgent repair or replacement at its own cost and expense.

10.3. MAN's rights and remedies in terms of clause 10.2 above neither prejudice nor derogate from MAN's rights to claim from the Vendor any damages sustained or incurred by MAN, except where such damages are as a result of a grossly negligent act by MAN.

10.4. The warranties in clause 10.1 above and the provisions of clause 10.2 and clause 10.3 will apply *mutatis mutandis* in respect of any repairs effected or replacements provided by the Vendor in accordance with clause 10.1.7 above.

10.5. The Vendor indemnifies MAN against any claim which may be made by any third party in respect of the intellectual property rights of any Goods/Services sold or supplied by the Vendor to MAN. MAN is entitled to defend any such claim and claim all costs incurred in so doing from the Vendor and, in the event of MAN electing to defend any such claim, the Vendor must furnish MAN with all such assistance as may be required.

10.6. If any claim envisaged in clause 10.5 above succeeds with the result that MAN is precluded by court Order from using any Goods/Services sold or supplied to it by the Vendor, the Vendor will be obliged to pay to MAN any and all amounts already paid by MAN to the Vendor in respect of such Goods/Services together with all and any costs incurred by MAN as a result of it being so precluded.

10.7. The Vendor is liable for any damages or personal injuries sustained by any person or entity as a result of any act or omission by the Vendor's employees, agents, representatives or contractors during the course of implementing an Order. This expressly includes any maintenance work to be carried out by the Vendor during or subsequent to initial delivery.

11. Force Majeure

11.1. If a Party is unable to perform its obligations hereunder due to Force Majeure the Party must endeavour to overcome the Force Majeure as quickly as possible.

11.2. If an event of Force Majeure continues to hamper a Party's performance of its obligations for more than 30 (thirty) days, the Parties will consult with regards to the Order/s impacted by the delay.

11.3. If no resolution is reached between the Parties, either of them may terminate the Order forthwith.

12. Payment

12.1. Unless otherwise provided for in an Order, the Vendor hereby elects for MAN to pay the purchase price or the charges in respect of Goods/Services either (tick appropriate) –

12.1.1. within 30 (thirty) days of the date of statement, in which event MAN is entitled to a 2,5% discount of the purchase price or contract price; OR ☐

12.1.2. within 15 (fifteen) days of the date of statement, in which event MAN will be entitled to a 5% discount of the purchase price or contract price; ☐

12.1.3. 60 (sixty) days net from the date of statement, ☐

provided that if the Vendor does not make any election, MAN will pay the purchase price or the charges in accordance with clause 12.1.1 above.

12.2. Any credit terms will be subject to MAN's Standard Conditions of Credit which the Vendor warrants it has read and understood and hereby agrees to.

12.3. Payment will be made by way of electronic funds transfer to the Vendor's bank account.

12.4. Invoices submitted to MAN must have the relevant purchase order number and the MAN VAT.

12.5. The Vendor is required to provide MAN with its correct bank account details in writing. If the Vendor's bank account details change at any time the Vendor will be obliged to provide MAN, in

writing, timeously of such change. MAN is not liable for any loss or damages resulting from any incorrect information provided to MAN by the Vendor or for any payment not being made or being made late as a result of such incorrect information.

12.6. If the Vendor delivers any Goods or renders any Services prior to the due date for Delivery or supply as specified in an Order, MAN will not be obliged to pay for such Goods/Services on an earlier date than that provided for in the Order or contract in question.

12.7. In the event of incomplete Delivery or delivery which does not comply with clause 5 and clause 7 above, MAN is entitled to withhold payment for the Goods/Services in question until proper Delivery has been made, unless otherwise agreed to by MAN in writing.

12.8. In the event that the Vendor is indebted to MAN for whatever reason, MAN is entitled to set off any such indebtedness against any payment due by MAN to the Vendor.

12.9. If MAN pays any amount which the Vendor is obliged to pay in terms of these Terms (which MAN is not obliged to do) MAN is entitled to either –

12.9.1. claim repayment of the amount concerned from the Vendor on demand;

12.9.2. deduct the amount in question from any amount owing by MAN to the Vendor in respect of the supply of Goods/Services in terms of any Order.

13. Cession and assignment

13.1. The Vendor may not cede, assign or subcontract any of its rights or obligations in terms hereof without the prior written consent of MAN.

13.2. If the Vendor subcontracts any of its obligations in terms hereof to any third party in accordance with clause 13.1 above, the Vendor remains jointly and severally liable with its subcontractor/s in question for the due and proper performance of the obligations so subcontracted.

14. Ownership

14.1. Unless otherwise agreed to by the Parties in writing, the ownership of all Goods supplied to MAN and/or the Services provided to MAN by the Vendor, including all intellectual property rights therein, will pass to MAN upon payment for the Goods/Services in question.

14.2. Notwithstanding the provisions of clause 14.1 above, the Vendor is not entitled, in any way, means or form to claim or repossess any item which is in the possession of MAN and not yet paid for.

15. Confidentiality

15.1. Both MAN and the Vendor undertake to treat as confidential any information regarding the other of a commercial or technical nature gained through their relationship. In addition, the Vendor will, at all times, maintain in confidence and not divulge to any third party for whatever purpose any information of whatever nature which comes into the possession of the Vendor concerning any aspect of the business of MAN.

15.2. The Vendor undertakes that any subcontractor appointed by it in accordance with the provisions of clause 13 above will be bound to give effect to the provisions of this clause 15.

15.3. Both MAN and the Vendor will only be entitled to advertise their business relationship with the prior written consent of the other.

16. Data Protection

16.1. The Vendor hereby consents to the collection and processing of the Vendor's personal data which MAN obtains either from the Vendor or in any other way arising from the Parties' fulfilment of their obligations.

16.2. The primary purpose for MAN collecting and processing the data is to conduct a due diligence on the Vendor as well as on-going monitoring and vetting of the Vendor.

16.3. The Vendor consents to MAN sharing the data with third party contractors and MAN-affiliated entities.

16.4. MAN undertakes to comply with the Protection of Personal Information Act 4 of 2013 and all other applicable legislation in the collection, processing and disposal of the data and to ensure that its third-party sub-contractors and service providers also comply with these regulations.

17. Compliance clause:

17.1. The Vendor undertakes to act solely within the scope of the applicable law in force, in particular, to comply with the rules of fair competition. The Vendor explicitly undertakes and guarantees that neither it nor its employees or any other parties it commissions will perform any unlawful acts or incite or aid and abet third parties to perform such acts. Unlawful acts include offering, granting, requesting, or accepting illegal payments, benefits, or other advantages for oneself or a third party.

17.2. The Vendor undertakes to observe and comply with the principles and duties of care stipulated in the "MAN Code of conduct for Suppliers & Business Partners", including the legal requirements relating to the supply chain, which shall also be an integral part of the contract. The "MAN Code of Conduct for Suppliers & Business Partners is available under: https://www.mantruckandbus.com/en/company/compliance/compliance-and-integrity.html

17.3. If the Vendor engages third parties to fulfill its duties arising from the business relationship with MAN, it undertakes to provide such third parties with the "MAN Code of Conduct for Suppliers & Business Partners" and to oblige them to comply with it. If the Vendor or one of its vicarious agents do not comply with the principles stipulated in the "MAN Code of Conduct for Suppliers & Business Partners", MAN has the right to terminate the contract for good cause.

18. Audit right

18.1. MAN shall be entitled to carry out audits at the Vendor's premises by prior notice and during normal business hours in order to ensure the Vendor's contractual obligations, in particular the obligations pursuant to Compliance and the "MAN Code of Conduct for Suppliers & Business Partners".

18.2. To the extent the Vendor engages third parties to fulfill its duties arising from the business relationship with MAN, the Vendor shall ensure that MAN or the Vendor is granted a corresponding audit right with the third party.

18.3. The costs of the audit shall be borne by the Vendor if violations of the Vendor's contractual obligations are identified in the course of the audit, unless such violations are not due to the fault of the Vendor.

19. Non-assignment

Claims of the Vendor against MAN arising from the contractual relationship may not be assigned to third parties without the prior written consent of MAN. If the assignment of the claim according to applicable law is nevertheless effective, the Business Partner must reimburse all additional costs in connection with the assignment.

20. Compliance with section 37(2) of the OHSA

20.1. The Vendor undertakes full responsibility for ensuring that the provisions of the OHSA will be complied with and more particularly undertakes to ensure that all of its employees and workers under its control in all of the Vendors work places and/or areas of operation will be provided with a working environment that is safe and without risk to the health of its employees and all other persons who may be directly affected by the activities of the employees so as that they are not exposed to hazards to their health or safety.

20.2. Without derogating from the generality of the foregoing, the Vendor undertakes to ensure that the requisite number of health and safety representatives are appointed for the workplace(s) and/or areas of operation under the Vendors control and will assist such health and safety representatives and any inspector in the performance of their functions.

20.3. The Vendor must issue all the necessary and appropriate safety/health Products to all persons working and/or entering into, the area(s) of operation.

20.4. If the OHSA is replaced by a new statute, the provisions of this clause 20 will apply mutatis mutandis, as far as is practically possible, to compliance with such new statute and the Vendor agrees to sign any Addendum, to give effect to such new statute, if MAN so requires it.

21. Sustainability Rating

21.1. Within 30 (thirty) days of signature hereof, the Vendor must register on the Volkswagen Group supplier portal at supplierassurance.com.

21.2. The Vendor must participate in a sustainability rating to obtain a positive sustainability rating score. If the sustainability rating is negative, MAN reserves the right to terminate the order or nomination.

22. Broad Based Black Economic Empowerment

22.1. MAN requires the Vendor not to engage in any fronting practices, misrepresentation or any default in terms of BBBEE Codes of Good Practice. The Vendor is further required to –

22.1.1. adhere to the provisions of the BBBEE Act;

22.1.2. be an Empowering Vendor as defined in the BBBEE Codes of Good Practice;

22.1.3. keep abreast of changes in the BBBEE Codes of Good Practice and the verification processes; and

22.1.4. depending on the size of the enterprise, annually furnish MAN with an audited BBBEE Certificate or an affidavit attesting to their exempt status.

22.2. The Vendor must, on an on-going basis, assess its compliance with its obligations in terms of the guidelines provided above. MAN has the right to, upon prior notice to the Vendor, attend at the premises of the Vendor to assess the compliance of the Vendor with these guidelines and the Vendor agrees to make available all relevant information which MAN may require for this purpose.

22.3. The Vendor should preferably be at BBBEE level 4. If the Vendor is not BBBEE level 4 then MAN reserves the right to request the Vendor, on an annual basis, to present a development plan to confirm their strategy to achieve a BBBEE level 4 or higher rating.

23. Dispute Resolution

23.1. Any dispute which may arise at any time between the Parties, relating to any matter arising out of this Agreement or the interpretation, termination and/or cancellation thereof, must first be referred to mediation between the Parties.

23.2. If a dispute is not resolved after the mediation process, it must be submitted to and finally decided by arbitration, to any appropriate arbitration bodywithin the Republic of South Africa.

23.3. Either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. The arbitration must be held in the Republic of South Africa and in the English language, with a view to its being completed within 15 (fifteen) business days after receipt by the other Party of the referral.

23.4. This clause 22 does not preclude either Party from seeking interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

23.5. The Parties irrevocably agree that the decision in arbitration proceedings:

23.5.1. is final and binding upon the Parties;

23.5.2. must be carried into effect; and

23.5.3. may be made an Order of any court of competent jurisdiction.

23.6. If a dispute arises as to whether any person was duly authorised to sign any Order or contract or other document of behalf of MAN, the onus of establishing such authority is on the Vendor.

24. No partnership or agency created

Nothing in these Terms constitutes, or will be deemed to constitute, a partnership between the Parties, or be deemed to make either Party an agent of the other, for any purpose whatsoever. The Parties have no authority to bind each other or to contract in the name of each other, or create any liability against each other in any way or for any purpose.

25. Breach

25.1. If the Vendor –

25.1.1. breaches any of the terms of an Order or default in the performance of its obligations in terms of an Order;

25.1.2. if a natural person, dies or is sequestrated or becomes incapacitated or ceases to carry on business;

25.1.3. if a juristic person, be liquidated whether provisionally or finally or cease to carry on business or be placed under judicial management or business rescue;

25.1.4. commits any act of insolvency;

25.1.5. commits any act or allow any omission which in the reasonable opinion of MAN will prevent the Vendor from performing its obligations in terms of an Order;

25.1.6. fails, within such period as may be allowed or provided for in the applicable rules of court, to set aside any default judgement granted against it; or

25.1.7. allows any of its assets to be seized in execution by an officer of a court, then and in any such events, MAN will be entitled to cancel any current and/or outstanding Orders with the Vendor even if partially performed by the Vendor, without prejudice to MAN's right to claim such damages as it may have sustained as a result of the breach, default, act or omission in question.

25.1.8. breaches any of the provisions of these Terms and/or any additional provisions relating to an Order or any document pertaining to these Terms, MAN may terminate these Terms by providing no less than 30 (thirty) days' notice to the Vendor.

25.1.9. commits a breach that is not capable of being remedied and which may not be covered under these Terms and/or related documents, MAN reserves the right to terminate these Terms with immediate effect.

25.2. Notwithstanding the generality of the foregoing, if the Vendor breaches the provisions of clauses 9, 17 and 21 above, then MAN may terminate these Terms immediately without any applicable notices or penalties.

26. General

26.1. These Terms are governed in all respects by the law of the Republic of South Africa.

26.2. All Goods sold and Services supplied by the Vendor to MAN must be delivered and/or performed at MAN's principal place of business in South Africa or at such other place or places as may be stipulated by MAN in writing.

26.3. Neither these Terms nor any provisions written in any Order will be capable of being varied, altered or amended unless such variation, alteration or amendment is in writing and signed by duly authorised representatives of MAN.

26.4. Where a provision requires approval or consent by MAN, such approval will only be valid if it is obtained in writing and signed by at least 2 (two) duly authorised representatives of MAN.

26.5. Any notices to be served by one Party on the other must be served in writing at their chosen domicilium address as stipulated herein.

26.6. If any term or other provision of these Terms is determined to be fully or partially invalid, illegal, void, or unenforceable, all other conditions and provisions of these Terms will nevertheless remain in full force and effect.

26.7. Each Party will be liable for its own costs of whatever nature incurred in any legal proceedings against the other Party unless the court makes a punitive cost awards in favour of the other Party.

26.8. If MAN requires any sureties or performance bonds to be given by or on behalf of the Vendor in respect of any Order to guarantee the performance of the Vendor's obligations in terms of such Order, then notwithstanding anything to the contrary in these Terms or in the Order in question, such Order will not be binding on MAN until the sureties or performance bonds have been provided to the satisfaction of MAN.

For the Vendor warranting that they are duly authorised to sign:

Name: Quintin Mills Signature: Date: 27/02/2026

Witness: _____ Signature: _____ Date: _____

Payment Terms
strictly 50% upfront to book.
Balance payable before delivery of final content.