

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. "Components" means any input/s which go into the preparation or manufacture of the Goods/Services;
- 1.3. "Contract Period" means the period of: [Click here to enter text.](#) commencing on the date of signature hereof and any subsequent renewals thereof;
- 1.4. "Delivery Date" means the date of handover of the Goods and/or the completion of the Services by the Supplier to MAN in accordance with the provisions of these Terms and any other provisions specified by MAN in writing;
- 1.5. "Force Majeure" means an exceptional event(s) or circumstances, including but not limited to an act of war, sabotage, strikes, fires, freight embargoes, floods, explosions, or any other causes or events which are beyond the control and without the fault or negligence of the Supplier and/or MAN;
- 1.6. "Goods" means, where applicable, the products to be provided by the Supplier to MAN as described in [Annexure A](#) hereto;
- 1.7. "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 its successors-in-title or assigns and/or any entity which acquires all or any portion of the business of MAN;
- 1.8. "Order" means a written request placed with the Supplier by a duly authorised MAN representative in respect of the sale of Goods and/or the supply of Services to MAN;
- 1.9. "Parties" means MAN and the Supplier collectively;
- 1.10. "Supplier" means: [Click here to enter text.](#) registration number [Click here to enter text.](#) with its principle place of business and chosen *domicilium* address being [Click here to enter text.](#);
- 1.11. "Services" means, where applicable, the services to be provided by the Supplier to MAN as described in [Annexure A](#) hereto;
- 1.12. "Terms" means these Terms Governing the Sale of Goods and the Supply of Services to MAN Automotive (South Africa) Proprietary Limited;
- 1.13. "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 Supplier during the Contract Period 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 Renewal

- 3.1. These Terms will come into effect on the date of signature hereof by the Supplier and apply for the duration of the Contract Period.
- 3.2. These Terms are renewable at the election of MAN on the same terms and conditions contained herein.
- 3.3. If no notice of renewal or termination is provided upon expiry of the Contract Period, the contractual relationship between the Parties will be automatically renewed on the same terms and conditions contained herein provided that either Party may terminate this relationship during the renewal period by giving the other party at least 30 (thirty) days prior written notice of its intention to terminate.
- 3.4. MAN may terminate these Terms during the Contract Period by providing the Supplier with 90 (ninety) 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 Supplier 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 Supplier if the Supplier 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 Supplier 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 Supplier's account unless otherwise agreed to by MAN in writing.
- 4.5. MAN has the right to inspect the Supplier's premises upon prior written notification to ascertain the progress being made by the Supplier 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 Supplier 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 Supplier with a material manage plan as a forecast for production requirements. The Supplier 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 Supplier if an Order is not made.

5. Delivery

- 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 Supplier 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 oben arises, MAN may either allow the Supplier –
 - 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 Supplier 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 oben, 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 Supplier as a result of the delay.

6. Supplier's Obligations

- 6.1. The Supplier 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 oben, the Supplier 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. Delivery of the Goods/Services

- 7.1. 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 and to the satisfaction of MAN.
- 7.2. If any Goods/Services require installation, commissioning or implementation by the Supplier, delivery will not be regarded as having been completed until such installation, commissioning or implementation has been completed in accordance with the Order and to the satisfaction of MAN. The Supplier 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 7.

8. Packaging of Goods

- 8.1. 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.

- 8.2. In circumstances where the use of any Goods/Services requires instructions in regard to the assembly or use of such Goods/Services the Supplier is obliged to provide MAN with all such documentation containing such instructions in readable and legible form.
- 8.3. Notwithstanding the provisions of this clause 8, the delivery of any Goods/Services will not be regarded as having been effected until all of the documentation referred to in clause 8.2 oben is handed to MAN and MAN is satisfied with the contents thereof.
- 8.4. The provisions of this clause 8 will apply *mutatis mutandis* to any documentation relating to the maintenance and repair of any Goods supplied to MAN by the Supplier.

9. Standards and Specifications

- 9.1. The Supplier 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.
- 9.2. If clause 9.1 oben is not applicable, the Supplier will comply with industry standards and specifications that are recognised by the relevant industry bodies.

10. Regulatory Compliance of the Goods/Services

- 10.1. To the extent that the Goods/Services or the Components thereto, are governed by any regulatory standards or compulsory specifications, the Supplier warrants that the Goods/Services and Components comply with such regulatory standards or compulsory specifications at all material times and the Supplier must maintain the most recent and valid proof of compliance and provide such proof to MAN upon request.
- 10.2. If the Supplier makes any modifications or improvements to the Goods/Services including any changes to the manufacturing process thereof, the Supplier must inform MAN of such modifications, improvements and/or changes and provide proof of compliance of the modified Goods/Services to MAN upon request.
- 10.3. The Supplier must have sufficient quality inspection and audit processes to ensure that its third party suppliers 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.
- 10.4. The Supplier indemnifies MAN from any and all loss or damages including consequential losses incurred by MAN as a result of the use by –
 - 10.4.1. the Supplier of any Components as described in clause 9 and 10.1 oben which do not conform to applicable standards or regulations; and/or
 - 10.4.2. MAN of Goods/Services from the Supplier which do not conform to applicable standards or regulations even if MAN omitted such non-conformance from its quality inspections.

11. Warranties and Indemnities by the Supplier

- 11.1. In respect of all Goods/Services supplied by the Supplier to MAN, the Supplier warrants to MAN that –
 - 11.1.1. 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 10 oben;
 - 11.1.2. all Components received from their suppliers for purposes of these Terms, conform to the provisions of clause 10 oben;
 - 11.1.3. regular quality inspections and audits will be conducted by the Supplier of its own operation and those of its suppliers and the results thereof will be maintained and provided to MAN upon request;
 - 11.1.4. all Goods and the component parts thereof are of good and proper quality and have been produced and/or 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;
 - 11.1.5. 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;
 - 11.1.6. 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;
 - 11.1.7. 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 Supplier 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 the use by MAN of such Goods/Services will not infringe the intellectual property rights of any third party.
 - 11.2. In the event referred to in clause 11.1.7 oben –
 - 11.2.1. if the Supplier 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 Supplier on demand;
 - c. replace the faulty or defective Goods/Services by contracting with a third party and claiming the cost thereof from the Supplier; or
 - d. demand that the Supplier grants MAN a credit equivalent to the price paid by MAN for the Goods, which the Supplier will be obliged to grant upon demand;
 - 11.2.2. if the fault or defect requires repair or replacement on an urgent basis, the Supplier will be obliged to effect such urgent repair or replacement at its own cost and expense.
 - 11.3. MAN's rights and remedies in terms of clause 11.2 oben neither prejudice nor derogate from MAN's rights to claim from the Supplier any damages sustained or incurred by MAN, except where such damages are as a result of a grossly negligent act by MAN.
 - 11.4. The warranties in clause 11.1 oben and the provisions of clause 11.2 and clause 11.3 will apply *mutatis mutandis* in respect of any repairs effected or replacements provided by the Supplier in accordance with clause 11.1.7 oben.
 - 11.5. The Supplier 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 Supplier to MAN. MAN is entitled to defend any such claim and claim all costs incurred in so doing from the Supplier and, in the event of MAN electing to defend any such claim, the Supplier must furnish MAN with all such assistance as may be required.
 - 11.6. If any claim envisaged in clause 11.5 oben succeeds with the result that MAN is precluded by court Order from using any Goods/Services sold or supplied to it by the Supplier, the Supplier will be obliged to pay to MAN any and all amounts already paid by MAN to the Supplier in respect of such Goods/Services together with all and any costs incurred by MAN as a result of it being so precluded.
 - 11.7. The Supplier is liable for any damages or personal injuries sustained by any person or entity as a result of any act or omission by the Supplier'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 Supplier during or subsequent to initial delivery.
12. **Force Majeure**
 - 12.1. 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.
 - 12.2. If an event of Force Majeure continues to hamper a Party's performance of its obligations for more than 30 (thirty) days, MAN and the Supplier will consult with regards to the Order/s impacted by the delay.
 - 12.3. If no resolution is reached between MAN and the Supplier, either of them may terminate the Order forthwith.
13. **Payment**
 - 13.1. Unless otherwise provided for in an Order, the Supplier hereby elects for MAN to pay the purchase price or the charges in respect of Goods/Services either (tick appropriate) –

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	<input type="checkbox"/>
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;	<input type="checkbox"/>

- provided that if the Supplier does not make any election, MAN will pay the purchase price or the charges in accordance with clause 13.1.1 oben.
- 13.2. Any credit terms will be subject to MAN's Standard Conditions of Credit which the Supplier warrants it has read and understood and hereby agrees to.
- 13.3. Payment will be made by way of electronic funds transfer to the Supplier's bank account.
- 13.4. The Supplier is required to provide MAN with its correct bank account details in writing. If the Supplier's bank account details change at any time the Supplier 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 Supplier or for any payment not being made or being made late as a result of such incorrect information.
- 13.5. If the Supplier 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.
- 13.6. In the event of incomplete Delivery or delivery which does not comply with clause 5 and clause 8 oben, 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.
- 13.7. In the event that the Supplier is indebted to MAN for whatever reason, MAN is entitled to set off any such indebtedness against any payment due by MAN to the Supplier.
- 13.8. If MAN pays any amount which the Supplier is obliged to pay in terms of these Terms (which MAN is not obliged to do) MAN is entitled to either –
- 13.8.1. claim repayment of the amount concerned from the Supplier on demand;
- 13.8.2. deduct the amount in question from any amount owing by MAN to the Supplier in respect of the supply of Goods/Services in terms of any Order.
- 14. Cession and assignment**
- 14.1. The Supplier may not cede, assign or subcontract any of its rights or obligations in terms hereof without the prior written consent of MAN.
- 14.2. If the Supplier subcontracts any of its obligations in terms hereof to any third party in accordance with clause 14.1 oben, the Supplier remains jointly and severally liable with its subcontractor/s in question for the due and proper performance of the obligations so subcontracted.
- 15. Ownership**
- 15.1. 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 Supplier, including all intellectual property rights therein, will pass to MAN upon payment for the Goods/Services in question.
- 15.2. Notwithstanding the provisions of clause 15.1 oben, the Supplier 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.
- 16. Confidentiality**
- 16.1. Both MAN and the Supplier undertake to treat as confidential any information regarding the other of a commercial or technical nature gained through their relationship. In addition, the Supplier 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 Supplier concerning any aspect of the business of MAN.
- 16.2. The Supplier undertakes that any subcontractor appointed by it in accordance with the provisions of clause 14 oben will be bound to give effect to the provisions of this clause 16.
- 16.3. Both MAN and the Supplier will only be entitled to advertise their business relationship with the prior written consent of the other.
- 17. Data Protection**
- 17.1. The Supplier hereby consents to the collection and processing of the Supplier's personal data which MAN obtains either from the Supplier or in any other way arising from the Parties' fulfilment of their obligations.
- 17.2. The primary purpose for MAN collecting and processing the data is to conduct a due diligence on the Supplier as well as on-going monitoring and vetting of the Supplier.
- 17.3. The Supplier consents to MAN sharing the data with third party contractors and MAN-affiliated entities.
- 17.4. 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.
- 18. Anti-corruption**
- 18.1. The Supplier undertakes to act solely within the scope of the applicable law in force, in particular, to comply with the rules of fair competition. The Supplier 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.
- 18.2. The Supplier confirms that it has received a copy of the MAN Supplier and Business Partner Code of Conduct. It undertakes to observe and comply with the principles stipulated in the MAN Supplier and Business Partner Code of Conduct in its work. If it engages third parties to fulfil its duties, it undertakes to also provide them with the MAN Supplier and Business Partner Code of Conduct and oblige them to comply with it.
- 19. Audit right**
- If the contractual relationship with the Supplier or a business dealing in connection with the Supplier's work becomes the object of an official inquiry or a preliminary investigation, the Supplier will, at MAN's request provide a person named by MAN and bound to secrecy under the law of his / her profession with all information relevant for the investigation or the inquiry. The Supplier will provide access to all documents and records which are of importance in connection with the investigation of the official inquiry. The person appointed by MAN is authorized to disclose to MAN any information, documents and records relating to the investigation or inquiry that may be relevant for an assessment of the Supplier's reliability with regards to the contractual relationship. MAN and the person appointed will take account of the corresponding data protection provisions.
- 20. Non-assignment**
- The Supplier may not assign any claims under or in connection with this contract regardless of their nature, including claims for remuneration and / or commission which are due from MAN under this contract to the MAN, without the prior written consent of MAN.
- 21. Compliance with section 37(2) of the OHSA**
- 21.1. The Supplier 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 Suppliers 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.
- 21.2. Without derogating from the generality of the foregoing, the Supplier undertakes to ensure that the requisite number of health and safety representatives are appointed for the work place(s) and/or areas of operation under the Suppliers control and will assist such health and safety representatives and any inspector in the performance of their functions.
- 21.3. The Supplier must issue all the necessary and appropriate safety/health Products to all persons working and/or entering into, the area(s) of operation.
- 21.4. If the OHSA is replaced by a new statute, the provisions of this clause 21 will apply mutatis mutandis, as far as is practically possible, to compliance with such new statute and the Supplier agrees to sign any Addendum, to give effect to such new statute, if MAN so requires it.
- 22. Broad Based Black Economic Empowerment**
- 22.1. MAN requires the Supplier not to engage in any fronting practices, misrepresentation or any default in terms of BBBEE Codes of Good Practice. The Supplier is further required to –
- 22.1.1. adhere to the provisions of the BBBEE Act;
- 22.1.2. be an Empowering Supplier 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 Supplier 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 Supplier, attend at the premises of the Supplier to assess the compliance of the Supplier with these guidelines and the Supplier agrees to make available all relevant information which MAN may require for this purpose.
- 22.3. MAN reserves the right to request the Supplier, on an annual basis, to present a development plan to confirm their strategy in working towards a higher BBBEE 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 body within 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 23 does not preclude either Party from obtaining 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 Supplier.
- 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 Supplier –
- 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 sequestered 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 Supplier 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 Supplier even if partially performed by the Supplier, 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 Supplier.
- 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 Supplier breaches the provisions of clauses 10, 18 and 22 oben, 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 Supplier 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 costs 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 Supplier in respect of any Order to guarantee the performance of the Supplier'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 _____ warranting that they are duly authorised to sign:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____