

## **Standard Terms & Conditions of Sale**

GREEN DOT HOME's website ([www.greendothomes.co.za](http://www.greendothomes.co.za)) is a convenient way of browsing our product range, placing orders and making payments. We sincerely hope that this site provides you with the functionality and ease of use that you would expect.

If products are not in stock lead times may be up to 6 weeks:  
To enquire if a product is in stock please contact the office on 012 003 4250.

If you are dissatisfied with any aspect of this site or experience any problems with this site please send an email to [info@greendothomes.co.za](mailto:info@greendothomes.co.za) and we will endeavour to resolve your problem.

### **ACCESSING ANY PAGES ON OUR WEBSITE IMPLIES THAT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE OF THIS WEBSITE.**

THE SUPPLIER and its affiliates provide their services to you subject to the following conditions:

Your use of this site indicates your acceptance of these terms and your agreement to follow and be bound by them. You may only use this website for lawful purposes and you warrant that you will not, other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website. You may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from The supplier.

#### **THESE TERMS AND CONDITIONS MAY CHANGE**

We may periodically change the terms and conditions of use of this website without notice, so kindly check them from time to time as your continued use of the site signifies your acceptance of any changed terms.

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#### **PRICES**

The prices displayed on this site are quoted in South African Rands inclusive of Value Added Taxation ("VAT") and are valid and effective only in South Africa. Products and prices displayed on this site may vary from time to time and are subject to availability. The supplier or its agents shall in no way be held responsible for any errors or misstatements emanating from this website. Except where noted otherwise, the prices displayed on our website for our products represent the full retail list price of the product itself, including VAT. Despite our best efforts, a small number of the items may be incorrectly priced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

#### **CREDIT APPLICATION**

Instalment values may fluctuate as it is directly linked with the South African Reserve Banks Repo Interest Rate and therefore The supplier cannot be held accountable for wrong instalment values displayed on the website.

#### **DISCLAIMER**

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and secure or error free. This site may contain hyper-links to third party sites. The supplier is not responsible for the content of, or the services offered by or data contained on those sites. Any hyper-links are provided solely for your convenience and should not be construed as an express or implied endorsement by us of the sites or the data, products or services provided on the linked websites. You accessing of those sites and use their products, data and services solely at your own risk and subject to the website owners' terms and conditions. Colours viewed on computers vary from one computer to the next and may also differ from the actual colour of the item displayed in The supplier's showrooms. Customers are responsible for ensuring that the colour of the items as viewed in the The supplier's showrooms is acceptably close to the colour as viewed on their computer or not.

#### INDEMNIFICATION

You agree to defend, indemnify and hold The supplier harmless from and against any and all claims, damages, costs and expenses, including direct, indirect, special or consequential damages, attorney's fees, arising from or related to your use of the site. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither The supplier nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of The supplier and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

#### ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### TRADEMARKS

The supplier, and other The supplier graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of The supplier in South Africa. The supplier's trademarks and trade dress may not be used in connection with any product or service that is not The supplier's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits The supplier. All other trademarks not owned by The supplier or its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by The supplier or its affiliates.

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#### REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT

Visitors may post reviews, comments, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. The supplier reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant The supplier and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant The supplier and its affiliates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to

any person or entity; and that you will indemnify The supplier or its affiliates for all claims resulting from content you supply. The supplier has the right but not the obligation to monitor and edit or remove any activity or content. The supplier takes no responsibility and assumes no liability for any content posted by you or any third party.

#### APPLICABLE LAW

Prevailing South African law will govern these Conditions of Use and any dispute of any sort that might arise between you and The supplier or its affiliates.

#### DISPUTES

Any dispute relating in any way to your visit to The supplier or [www.joyfurniture.co.za](http://www.joyfurniture.co.za) or to products you purchase through. The supplier shall be submitted to confidential arbitration by law, except that, to the extent you have in any manner violated or threatened to violate The supplier's intellectual property rights, The supplier may seek injunctive or other appropriate relief in any court within South Africa, and you consent to exclusive jurisdiction and venue in such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement.

#### SITE POLICIES, MODIFICATION AND SEVERABILITY

Please review any other policies posted on this site. These policies also govern your visit to The supplier. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### CONTACT US

For any further information please refer to the CONTACT US page of the website.

#### TO REMOVE YOURSELF FROM OUR DATABASES

If you would like to be removed from our list of registered users, or would like to be removed from any service or newsletter to which you have subscribed, please send an e-mail to: [info@joyfurniture.co.za](mailto:info@joyfurniture.co.za)

#### SHARING INFORMATION

The supplier will not share, sell, transfer or disclose your personal information with any other company or person without your consent.

#### INTELLECTUAL PROPERTY RIGHTS

You acknowledge that we own the intellectual property rights in and to this website and the data, and that the unauthorised use thereof is expressly prohibited. The word or mark "The supplier" however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of The supplier.

#### COLOURS

The colours of our products shown on this website may look different on your computer compared with the colour of the actual product. This is because different computers display colours differently depending on the type of computer screen (LCD, plasma, desktop, laptop etc). For this reason it is strongly recommended that you visit one of our showrooms to see the actual colour of the item. The supplier cannot be held responsible for any mistakes in ordering items whose actual colour is different from that appearing on the website as viewed on your computer.

## STANDARD TRADING TERMS AND CONDITIONS IN RELATION TO THE SALE BY GREEN DOT HOMES (PTY) LIMITED OF GOODS AND SERVICES

### 1. in this agreement -

- 1.1. Clause headings are for convenience and shall not be used in its interpretation and unless the context clearly otherwise -
  - 1.1.1. An expression which denotes any gender includes the others AND a natural person includes an artificial person and vice versa AND the singular includes the plural and vice versa;
  - 1.1.2. the following expressions shall bear the meanings assigned below and cognate expressions bear corresponding meanings -
- 1.2. "customer"-shall mean the person whose name appears on the invoice/quotation/credit application which is annexed hereto or which is printed on the reverse side hereof or in any other circumstances, any person or persons at whose request or on whose behalf the supplier undertakes to supply any goods, do any business, or provide any service;
- 1.3. "supplier" – shall mean, collectively or individually as the case may be, Green Dot Homes (Pty) Ltd and/ or any of its subsidiaries from time to time, which supply goods or services to customers;
- 1.4. "Goods" - any items or services of whatsoever nature that are supplied by the supplier to the customer in terms hereof;

### 2. These Terms and Conditions to Prevail

The only basis upon which the supplier is prepared to do business with the customer is that, notwithstanding anything in any acceptance, order or other document or agreement to the contrary, these terms and conditions shall constitute the sole terms of the agreement between the supplier and the customer and shall operate in respect of any and all business between them.

### 3. No Variations or Amendments - This agreement constitutes the whole agreement between the customer and the supplier relating to the subject matter hereof and no amendment to, cancellation or variation of this agreement or any waiver or indulgence which would otherwise give rise to estoppels, shall be binding unless recorded in a written document signed by an authorised representative of the supplier or installer.

### 4. Quotations and Orders - Any quotation given is not an offer by the supplier to sell the goods but constitutes an invitation by the supplier to the customer to do business with the supplier and it may be revoked at any time by the supplier. The supplier may accept or reject in whole or in part any order placed upon it by the customer and a contractual obligation to supply shall only exist if, after acceptance of the quotation, the supplier confirms that a contract exists or tenders supply of goods. An order may not be withdrawn until accepted or rejected by the supplier or installer.

### 5. Purchase Price and Payment

- 5.1. Orders are accepted by the supplier only on the basis that the prices charged will be those ruling at the date of despatch of the goods, unless otherwise expressly stated. A copy of the suppliers ruling prices from time to time may be obtained from it.
  - 5.1.1. All Quotations are valid for a period of 14 days of date appearing on the quotation and subject to the exchange rate of Rand/US\$ if applicable.
  - 5.1.2. All quotations must be signed by the client accepting it and e-mailed to the supplier at info@greendothomes.co.za together with proof of payment of the deposit of 50% of the quotation price accepted
  - 5.1.3. Orders placed are irrevocable once a deposit has been paid.
  - 5.1.4. The signatory of this document binds him-/herself in solidum with the purchaser as co principle debtor to pay any outstanding amounts not paid by the purchaser/client.
- 5.2. The customer shall be obliged to pay to the supplier in addition to the contract price herein -
  - 5.2.1. The amount of any tax (including VAT), duty or other charge (including an amount equal to any withholding tax) of any nature whatsoever imposed by any law or regulation AND any other additional costs of any nature whatsoever arising due to factors beyond the control of the supplier. For example the supplier may increase the purchase price in respect of any goods supplied in order to make provision for any increases in costs.
  - 5.2.2. Any expense incurred by the supplier at the instance of the customer including those incurred in modifying or otherwise altering or making additions to the design, quantities or specifications for goods, shall be paid in addition to the relevant purchase price.
- 5.3. The purchase price payable to the supplier in respect of any goods shall be payable by the customer to the supplier, at the supplier's office or at such other place as the supplier may direct from time to time, in cash AND free of any exchange.
- 5.4. The purchase price and delivery is ex-works and unless specifically provided to the contrary, excludes insurance, delivery and freight, which shall be paid directly by the customer or reimbursed to the supplier, at the supplier's instance.
- 5.5. The customer may not withhold payment nor set off any amount due to the customer by the supplier.
- 5.6. Payments made by EFT (Electronic funds Transfer) require a 48 hour period to clear funds and allocate them to the orders. At least 50% of the invoice price is payable at time of order and the balance before delivery of goods.
- 5.7. The full outstanding purchase price of goods shall be settled by the customer on request before delivery of goods shall be delivered.
- 5.8. The supplier does not accept payment by cheque.

## 6. Risk

- 6.1. The risk in any relevant goods shall pass to the customer on delivery thereof by the supplier to the customer. Customers who elect to collect from the supplier's premises unconditionally agree and accept that the risk of loss and title for such items passes to you at the time of collection by you or your appointed agent. The risk of loss and title passes to the customer, upon delivery as evidenced by the signature of the person taking delivery, on our copy of the invoice.
- 6.2. The supplier provides standard guarantees only and no other guarantees, warranties or representations of whatsoever nature will be made to the Customer by the supplier in respect of such goods. If the customer requires insurance on the item/s, he /she is responsible to make arrangements before the item/s leaves the warehouse of The supplier.

## 7. Delivery

- 7.1. The delivery lead times quoted at the time of order is an at best estimate of the delivery date. Whilst every effort is made at all times to achieve this date, it does happen from time to time that delays are encountered that are often outside the supplier's control. The supplier shall make every effort to expedite delayed lead times and will make every effort to ensure that the customer is updated on the progress of the order.
- 7.2. Any delivery date indicated by the supplier shall be regarded as the estimated date of delivery and is not binding on the supplier. The customer shall accept delivery whenever it is tendered. The customer shall inspect all goods upon delivery and shall endorse the delivery note as to any missing or damaged goods, failing which any claim for missing or damaged goods is waived. Delays in delivery due to any act or omission of the customer shall render it liable to pay storage costs. If the supplier agrees to engage a third party to transport the goods, it is hereby authorised to engage a third party on the customer's behalf.
- 7.3. Deliveries will be supplied by The supplier subject to your address being within our designated delivery zones and you will be charged accordingly on your invoice.
- 7.4. Deliveries will be available from Monday to Saturday (excluding Public Holidays)
- 7.5. Deliveries will be supplied by the supplier subject to your address being within our designated delivery zones and you will be charged accordingly on the invoice. For deliveries outside the designated zones, the customer will be contacted to confirm delivery price and delivery instructions.
- 7.6. Deliveries will be available from Monday to Saturday..
- 7.7. For collection of goods from the supplier 's factory, prior arrangement and acknowledgement is essential prior to such collection. Please note that no goods will be given to outside transporters unless the supplier has been paid in full for such goods. Proof of payment in full must be on hand for any goods to be released. The supplier may in addition to proof of payment in full, contact the customer to confirm proceedings.
- 7.8. To ensure a smooth and timely delivery of the supplier 's goods, access to the receiving premises must be available on the arranged delivery date.
- 7.9. **In the event** that goods are directly delivered to the customer's customer, it is important that that the end customer clears the room(s) in advance where the new goods are to be located prior to the delivery service arriving. All breakable items in the path of the delivery must be cleared. The supplier 's delivery crew are not permitted to re-arrange Customers' furniture. The supplier 's delivery crew team will place the goods delivered in the place of the Customer's choice. In the event of deliveries to flats and apartments: The maximum couch length that can be fitted into an elevator cannot exceed 2.2m. If the flat or apartment does not have a suitable lift for the furniture, then the supplier's delivery team will only be allowed to carry the items up to 2 floors in height, providing the passages are wide enough to accommodate the items without any damages to the goods. The supplier's delivery teams are not equipped to hoist goods over balconies. Should items be required to be hoisted a dedicated team would be required and subject to an additional charge. The supplier shall not be responsible for any damage whatsoever whether direct or consequential arising out of the use of the goods or in respect of any late or short delivery. Maximum delivery time per customer is 15 minutes.
- 7.10. Items delivered will be unwrapped on site and the packing and wrapping material removed if so required. The delivery crew is not permitted to uplift or take away any unwanted items of furniture or items not designated for removal unless previously cleared with supplier. It is in the customers' own interests that all loose items of value be removed from the delivery site and that in addition pets be secured in a safe location away from the crew and delivery site. The supplier cannot be held responsible for any items claimed to be missing following a delivery. Breakables such as glasses, vases, wall mountings etc. must be secured or removed from the delivery site.
- 7.11. For collection of goods from the supplier's factory/warehouses, prior arrangement and acknowledgement is essential prior to such collection.
- 7.12. Please note that no goods will be handed to outside transporters unless The supplier has been paid in full for such goods. Proof of payment in full must be on hand for any goods to be released. In the event of outside contractors collecting on behalf of a customer, The supplier may in addition to proof of payment in full, contact the customer to confirm proceedings.
- 7.13. If after 30 days of notification by the supplier that goods are ready for delivery, the customer fail to make final payment, the supplier reserves the right to sell it to defray expenses. A R500 storage fee per month is applicable after 30 days of notification.
- 7.14. An assembling fee of R300.00 is applicable if the customer want to make use of such service.

## 8. Warranties and Guarantees

- 8.1. No Warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this agreement shall be binding on the supplier,

- the customer irrevocably waiving any right (common law or Otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken "as is" and with the exclusion of all common law and other remedies.
- 8.2. To the extent that goods supplied by the supplier are in any way defective, the customer shall be entitled, within 12 months of the delivery of the relevant goods, to claim the replacement or repair of goods to eliminate any defect in workmanship or materials found to be due exclusively to any acts or omissions on the part of the supplier, in the suppliers sole opinion (which shall be binding on the customer), of which defects the supplier shall have been notified in writing by the customer within 10 days after the defect arises. The supplier shall not be responsible for costs incurred in dismantling or fitting replacement parts or reassembling the goods. The supplier's liability shall be limited on return to the supplier of the goods or parts thereof, to what is set out above. This guarantee will not be valid if a product produce delivered or installed was damaged due to any act of nature, vies major or if tampered by anyone else except the provider and/or the installer in anyway whatsoever.
  - 8.3. To be valid a claim in terms of the guarantee as set out in clause 8.2. it must be in writing and must be supported by the original tax invoice. In addition the goods must be returned to the supplier in their original undamaged packaging, the product to be removed by the provider and/or the installer.
  - 8.4. Save as aforesaid, the supplier shall have no liability the supplier does not warrant that the goods will be fit for any purposes.
  - 8.5. The supplier shall have no liability in terms of clause 8.2 if repairs or modifications have been made by persons other than the supplier; if any goods are operated with any equipment or part not specifically supplied or approved in writing by the supplier; or the goods were not operated, installed or maintained properly and in accordance with the supplier's instruction.
  - 8.6. Leather Goods - The supplier supplies different grains of leather at different prices. The customer must ensure to apply leather cleaner to sustain the quality of the leather and to enhance the durability/ life span. The supplier does not give any guarantee on the upholstery.
  - 8.7. Repairs or replacements are not subject to a new guarantee.
- 9. Returns and Handling Fee**
- 9.1. All merchandise displayed and sold by The supplier is subject to stringent quality control standards. Should a customer not be satisfied with any product received within 48 hours from date of receipt, The supplier will endeavour to repair or replace the item in question. NO refund policy is applicable. The supplier may levy a handling fee of 25% of the purchase price of goods returned to and accepted by the supplier
  - 9.2. In a case where a customer requests specific designs or bespoke furniture not advertised on our website or catalogue we can gladly assist, although in case of customer dissatisfaction a strict 35% handling fee will be deducted in case of a refund.
- 10. Ownership** - Ownership (or in the case of software, the non-exclusive and non-transferable right to use the object code) any goods shall not pass to the customer; notwithstanding delivery, until the purchase price and interest has been paid. Accession shall not apply. Copyright and title to all intellectual rights in all operating software and documentation remains vested in the supplier.
- 11. Insurance** - The supplier may require the customer, at its own expense and at any time, to insure the goods with a reputable insurer and thereafter keep the goods insured until paid for in full and the customer hereby cedes such policy to the supplier. The supplier and its guarantees and warrantees shall not apply in the case of theft, fire and acts of god.
- 12. Breach**
- 12.1. Subject to clause 12.2., if the customer breaches any of the terms or conditions hereof or any other agreement with the supplier or fails to pay any amount when due or commits any act of insolvency or endeavours to compromise generally with its creditors or does or causes to be done anything which may prejudice the supplier's rights hereunder or at all, or allows any judgement against it to remain unsatisfied or is placed into provisional or final liquidation or sequestration or judicial management or receivership, the supplier shall have the right, without prejudice to any other right, to elect to -
    - 12.1.1. treat as immediately due and payable all amounts which would otherwise only become due and payable in the future;
    - 12.1.2. cancel this agreement and retake possession of any of the goods sold and/or installed goods.
  - 12.2. The supplier has no obligation to perform in terms hereof while the customer has not performed all its obligations. No claim will arise against the supplier unless the customer has afforded 30 days written notice for the rectification of the cause. Amount due and payable to the supplier shall be determined and proven by a certificate issued by the supplier.
- 13. No Cession** - The customer shall not be entitled to cede or assign any rights and/or obligations to any third party.
- 14. Costs** - The customer shall be liable for all costs incurred by the supplier in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges legal costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction thereof.
- 15. Exemption and Indemnity** -The customer shall have no claim of any nature whatsoever whether for damages, reduction of purchase price, cancellation or otherwise, against the supplier, its servants or agents, in respect of any loss or damage sustained by the customer of any nature.
- 16. Severability** - Each paragraph or clause in this agreement is severable the others and if any are found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs or clauses shall be of full force and effect.

17. **Vis Major** - Any transaction is subject to cancellation by the supplier due to force major from any cause beyond the control of the supplier, including, inability to secure, labour, power, materials or supplies, or by reason of an act of God, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
18. **IPR** – If the goods delivered by the supplier is software or contains software then all rights in and to and related to such software, including copyright, shall at all times remain vested in the supplier and is considered to be the supplier's intellectual property and save that the customer shall, against payment, acquire a non-exclusive, non-transferable right to use of the goods, it shall be precluded from decompiling or reverse engineering or re-engineering same or attempting to do so.

THUS SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

INSURANCE