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	STANDARDS TERMS AND CONDITIONS		

STANDARDS TERMS AND CONDITIONS

Terms and Conditions for the Supply of Quality Control and Quality Management Services by ChrisnelSA (Pty)Ltd and G.I.S Chrisnel GmbH or simply Chrisnel and Affiliates (the "**Conditions**")

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words have the following meanings: -

"ChrisnelSA and Affiliates "	means ChrisnelSA (Pty)Ltd and G.I.S Chrisnel GmbH Quality Control and Quality Management Support Services (Registered No: 2015/359699/07 and (Reg) No: HRB 235394 whose registered office are at 22 Springbok Avenue, Birchleigh Ext 1, 1618, South Africa and Rudi-Ismayr-Str 8, 85375 Neufahrn bei Freising - Germany
"Applicable Laws"	means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulator, delegated or subordinate legislation or note of any regulator;
"Client"	means the person named as such in the Order Confirmation and in these conditions, person shall be taken to mean an individual, company, corporation, firm or partnership as the case may be.
"Contract"	means the contract between ChrisnelSA and Affiliates and the Client for the provision of Services, as set out in the Order Confirmation and these conditions.
"Fee(s)"	means the fee to be paid by the Client to ChrisnelSA and Affiliates as defined under condition 6:
"Order Confirmation"	means ChrisnelSA and affiliates written Authorisation Form / Order Confirmation detailing the Services, which confirmation shall together with these Conditions form the terms of the agreement between the parties.
"Services"	means the services specified in the Order Confirmation.
"Standard Fee"	means the amount specified in the Order Confirmation.

1.2 In these Conditions references to a gender include every gender and reference to the singular include the plural and vice versa as the context admits or requires.

1.3 The words and phrases "**other**", "**including**" and "**in particular**" shall not limit the generality of any preceding words where a wider construction is possible.

1.4 Headings are for ease of reference only and shall not affect the construction of these Conditions.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

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2. BASIS OF CONTRACT

- 2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Client purports to apply (under any purchase order, specification or other document whatsoever and whenever) or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any variation of these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and executed by ChrisnelSA and affiliates.
- 2.3 Each order for Services by the Client from ChrisnelSA and affiliates ("**Order**") shall be deemed to be an offer by the Client to purchase Services subject exclusively to these Conditions.
- 2.4 No Order placed by the Client shall be deemed to be accepted by ChrisnelSA and affiliates until the earlier of ChrisnelSA and affiliates issuing an Order Confirmation or providing the Services. Any Order shall be accepted entirely at the discretion of ChrisnelSA and affiliates.
- 2.5 It is the Client's obligation to ensure that the details in the Order and in any Order, Confirmation are complete and accurate.
- 2.6 Any quotation or estimate made by ChrisnelSA and affiliates is given subject to these Conditions and such quotation or estimate shall not constitute an offer. Quotations are valid for 14 days from the date of issue only.
- 2.7 All descriptive matter, specifications and advertising issued by ChrisnelSA and affiliates and any descriptions, details or illustrations contained in ChrisnelSA and affiliates flyers, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they will not form part of the Contract unless otherwise agreed in writing.
- 2.8 The Client can only cancel an Order (or any part of an Order) that ChrisnelSA and affiliates has already accepted, with ChrisnelSA and affiliates prior agreement in writing and provided that the Client indemnifies ChrisnelSA and affiliates in full for all costs, expenses and losses thereby incurred by ChrisnelSA and affiliates, including any set-up and other associated costs.

3. PROVISION OF SERVICES

- 3.1 ChrisnelSA and affiliates warrants that it shall provide the Services to the Client with reasonable skill and care and in a good and workmanlike manner, except to the extent inconsistent with any express instructions from the Client contrary with any specification agreed by ChrisnelSA and affiliates and included in the Order Confirmation.
- 3.2 Where ChrisnelSA and affiliates is available to perform the Services but is prevented from doing so by reason of a lack of relevant assistance from the Client (including lack of availability of test components or parts or forklift from the Client) or the condition of the premises at which the services are to be provided or the facilities there at (except where such premises are controlled by ChrisnelSA and affiliates), then provision of the relevant element of the Services will be deemed to have been completed and the relevant element of the Fee shall be due and payable at the time ChrisnelSA and affiliates was so available.
- 3.3 ChrisnelSA and affiliates shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of the Services.

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3.4 ChrisnelSA and affiliates will endeavour to meet any dates and/or times quoted for delivery of the Services, however, any dates and/or times given are approximate only and the time of delivery is not of the essence of the Contract.

3.5 The Client will be deemed to have accepted the Services as being in accordance with the Contract and shall not be entitled to reject the Services or hold ChrisnelSA and affiliates liable for any defect or failure in the Services, unless: -

3.5.1 (in respect of a defect or failure which would have been apparent upon reasonable inspection of the work) the Client notifies ChrisnelSA and affiliates in writing of the defect or failure during the 14 days following provision of the Services being completed: or

3.5.2 (in respect of a defect or failure which would not be so apparent) the Client notifies ChrisnelSA and affiliates in writing of the defect or failure during a reasonable time following the date on which such defect or failure is or should reasonably have been discovered and in any event within the 1 month following provision of the Services being completed.

4. THE CLIENT'S OBLIGATIONS

4.1 The Client shall pay the Fee to ChrisnelSA and affiliates in accordance with Condition 6.

4.2 The Client shall ensure that the terms of any Order are complete and accurate.

4.3 The Client shall, on request, provide ChrisnelSA and affiliates with all such information as ChrisnelSA and affiliates may require in relation to the Contract including (without limitation): -

4.4 details of any changes to the Basic Conditions throughout the term of the Contract.

4.5 The Client agrees to notify ChrisnelSA and affiliates of the information detailed in Conditions 4.4 in good time before the commencement of the Services and without delay during the term of the Contract.

4.6 The Client shall be responsible for ensuring that any workers/consultants providing the Services obtain all rights afforded to them under the Regulations, including without limitation: -

4.7 access to facilities provided by the Client which are available to the Client's permanent facilities (such as canteen, toilet/shower facilities, staff room, prayer room and car parking); and

4.8 The Client shall provide ChrisnelSA and affiliates (including its employees, agents, and sub-contractors) with all such assistance, information, materials and rights of access to premises, property, facilities and information as ChrisnelSA and affiliates may require in relation to the Contract.

4.9 Where ChrisnelSA and affiliates is to perform the Services at premises other than premises controlled by ChrisnelSA and affiliates, the Client shall procure: -

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- 4.9.1 that the premises are prepared for the supply of the Services.
- 4.9.2 safe access to the premises.
- 4.9.3 that all necessary licences, permissions, and consents which are required for the Services are obtained before the date on which the Services are to start and are maintained throughout the period in which the Services are provided.
- 4.9.4 the provision of safe working conditions that are to ChrisnelSA and affiliates reasonable.
- 4.9.5 the provision of adequate power, lighting, heating and other facilities or supplies for ChrisnelSA and affiliates employees' agents or sub-contractors in accordance with the demands of any applicable legislation including the Occupational Health & Safety Act 65 of 1993 and all applicable Regulations and/or as ChrisnelSA and affiliates may reasonably require.
- 4.9.6 Where the Client is in breach of its obligations under Condition 5.7, ChrisnelSA and affiliates shall, without prejudice to its other rights under the contract, be entitled on notice to the Client to immediately suspend its performance of the Contract including suspending provision of the Services.
- 4.9.7 The Client shall take all necessary precautions to prevent the exposure of ChrisnelSA and affiliates employees, agents or sub-contractors to any unreasonable risk, hazard or danger.
- 4.9.8 The Client shall indemnify ChrisnelSA and affiliates in full and on demand and keep ChrisnelSA and affiliates so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including economic loss and loss of profit and legal and other professional adviser's fees) and any consequential loss made against or incurred or suffered by ChrisnelSA and affiliates resulting directly or indirectly from:
 -
- 4.9.9 any breach by the Client of its obligations under the Contract;
- 4.9.10 the death or injury of any of ChrisnelSA and affiliates employees, agents or sub-contractors who are involved in the provision of the Services, where such death or injury occurs at premises other than premises controlled by ChrisnelSA and affiliates.
- 4.9.11 any failure by the Client to afford the workers/consultants providing the Services equal working conditions as required by the Regulations and/or the Contract; and

5. AVOIDANCE MEASURES

- 5.1 the Client engaging (or instructing ChrisnelSA and affiliates to engage) in any anti-avoidance measures prohibited by the Regulations.

6. PAYMENT TERMS

- 6.1 The Client shall pay to ChrisnelSA and affiliates: -
 - 6.1.1 the Standard Fee from the time of arrival to the time of departure.
 - 6.1.2 the Standard Fee plus an additional 1.5 and 2.00 or night shift allowance of 25% of the Standard Fee for the hours normally worked on the Client's premises or elsewhere on behalf of the Client between Monday and Friday inclusive (default 22:00 hours to 06:00 hours), this will be defined on the quote provided.

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in all cases the following labour overtime rates will apply: -

- (a) Saturdays (all hours) = Basic + 50%.
- (b) Sundays and Bank Holidays (all hours) = Basic + 100%.
- (c) Travel Fee per km for the mileage travelled by each employee to and from the place of work (if applicable). As per agreement refer to quote .
- (d) Agreed additional expenses required in performance of the Services.
- (e) Work carried out at any of ChrisnelSA and affiliates premises will be subject to an additional charge.
- (f) Any variations to overtime premiums must be agreed by ChrisnelSA and affiliates in writing prior to the commencement of the contract.
- (g) A minimum charge of 4 hours shall apply to all work (in addition any breaks shall be charged in accordance with the Working Time Regulations).

6.1.3 Such additional fees shall be agreed between ChrisnelSA and affiliates and the Client before the commencement of the Services.

6.2 ChrisnelSA and affiliates shall be entitled to invoice the Client for the Services periodically. Weekly against summary timesheet.

6.3 Payment of the Fee is due as per agreed quotation.

6.4 No payment shall be deemed to have been received until ChrisnelSA and affiliates has received cleared funds.

6.5 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by ChrisnelSA and affiliates to the Client.

6.6 If payments received from the Client are not stated to refer to a particular invoice, ChrisnelSA and affiliates may apply such payment to any outstanding invoice addressed to the Client from ChrisnelSA and affiliates.

6.7 The Fee shall be exclusive of any value added tax or other similar taxes or levies. All such taxes are payable by the Client upon receipt of a valid VAT invoice and will be applied in accordance with legislation in force at the tax point date.

6.8 For long term contract, more than 6 months, ChrisnelSA and affiliates reserves the right to increase the Standard Fee subject to statutory requirements, including without limitation, any equal rights under the Regulations, by giving 14 days' notice of such changes.

6.9 If any sum due from the Client to ChrisnelSA and affiliates under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Client to ChrisnelSA and affiliates shall become due and payable immediately and, without prejudice to any other right or remedy available to ChrisnelSA and affiliates, ChrisnelSA and affiliates shall be entitled to: -

6.9.1 cancel or suspend its performance of the Contract or any Order including suspending

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provision of the Services until arrangements as to payment or credit have been established which are satisfactory to ChrisnelSA and affiliates.

- 6.9.2 apply any payment made by the Client to such of the Services (or any other Services supplied under any other contract between the Client and ChrisnelSA and affiliates) as ChrisnelSA and affiliates may think fit.
- 6.9.3 charge the Client: -
- (a) interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of South African or European commercial Bank prevailing from time to time until payment is made in full; and
 - (b) for all costs incurred by ChrisnelSA and affiliates in obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recover procedure.
- 6.10 If, during the term of the Order, ChrisnelSA and affiliates increases its staff's pay strictly in accordance with any mandatory changes in Applicable Laws (including, but not limited to, national minimum wage, national insurance etc.), ChrisnelSA and affiliates shall be entitled to increase the Fees to reflect any increased costs it incurs as a result.

7. WARRANTY OF QUALITY OF SERVICES

- 7.1 If the Client establishes to ChrisnelSA and affiliates reasonable satisfaction that the Services have not been provided in accordance with the Contract and in particular Condition 3.1, then ChrisnelSA and affiliates shall at its option within a reasonable time and as an entire discharge of its liability under this warranty: -
- 7.1.1 repair or make good such defect or failure in the provision of the Goods free of charge to the Client: or
 - 7.1.2 re-perform the provision of Services free of Charge to the Client; or
 - 7.1.3 issue a credit notes to the Client in respect of the whole or part of the Contract price of such Services as appropriate having taken back any Goods as appropriate.
- 7.2 Condition 7.1 shall not apply unless the Client: -
- 7.2.1 notifies ChrisnelSA and affiliates within 7 days of when the Client discovers or ought to have discovered the defect or failure and in any event within 1 months of the provision of the Services being completed: and
 - 7.2.2 affords ChrisnelSA and affiliates a reasonable opportunity to inspect the location at which the provision of Services took place and promptly provides ChrisnelSA and affiliates with a sample of the materials relating to the Services for inspection, examination and testing and/or otherwise permits ChrisnelSA and affiliates such access as it may reasonably require to assess the Client's assertion.
- 7.3 If ChrisnelSA and affiliates elects to repair, make good or re-perform the provisions of Services pursuant to Conditions 7.1.1 or 7.1.2, ChrisnelSA and affiliates shall (at its own option) do so either at the same premises as it was originally required to provide the Services or at its own premises. The legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Client) re-vest in ChrisnelSA and affiliates. The Client shall make any

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arrangements as may be necessary to deliver up to ChrisnelSA and affiliates any defective Goods that are to be replaced or the Parts relating to the previously performed Services.

7.4 ChrisnelSA and affiliates shall be under no liability under Condition 7.1 above: -

7.4.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence, the act or omission of a third party or of the Client, abnormal working conditions, failure to follow A ChrisnelSA and affiliates instructions (whether oral or in writing), misuse or alteration or repair of the materials relating to the previously performed Services or the Goods without ChrisnelSA and affiliates approval.

7.4.2 if the Fee in respect of the relevant Services has not been paid by the due date for payment.

7.4.3 for any Services provided in accordance with specifications, instructions or recommendation issued by the Client; or

7.4.4 if the Client makes any further use of the materials relating to the previously performed Services or the Goods after giving notice in accordance with Condition 7.2.1.

7.5 These Conditions shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

7.6 This Condition 7 sets out the Client's exclusive remedy for failure by ChrisnelSA and affiliates to provide the Services in accordance with Condition 3.1.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 Without prejudice to Condition 7.6, this Condition 8 sets out the entire liability of ChrisnelSA and affiliates in respect of:

8.1.1 any breach of the Contract however arising.

8.1.2 any use made by the Client of the Services, the Goods, or any part of them; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 Nothing in these Conditions shall exclude or limit ChrisnelSA and affiliates liability for death or personal injury caused by ChrisnelSA and affiliates negligence or for fraudulent misrepresentation.

8.3 ChrisnelSA and affiliates shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:

8.3.1 loss of profits (actual or anticipated);

8.3.2 loss of anticipated savings.

8.3.3 loss of business.

8.3.4 losses, costs or expenses connected with product recalls.

8.3.5 damage to goodwill and/or reputation.

8.3.6 loss of data.

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8.3.7 any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses,

in each case whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise.

- 8.4 Subject to Conditions 8.2, 8.3, 8.5, 8.6 and 8.7, the total aggregate liability of ChrisnelSA and affiliates arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract shall in no event exceed an amount equal to 120% of the Fees (exclusive of VAT) paid or payable (or which would be payable but for the event which gave rise to the liability taking place) by the Client under the Contract.
- 8.5 Subject to Condition 8.2 and notwithstanding Condition 8.4, the total aggregate liability of ChrisnelSA and affiliates arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract whether shall as an absolute maximum in no event exceed Euros 10,000.
- 8.6 Where there is a series of connected contracts between ChrisnelSA and affiliates and the Client relating to the provision of services the same as or materially similar to the Services ("**Related Contracts**") the total aggregate liability of ChrisnelSA and affiliates arising out of, or in connection with the performance, non-performance or contemplated performance of the Contract shall in no event exceed an amount which, when aggregated with ChrisnelSA and affiliates liability under the Related Contracts, exceeds 10,000.
- 8.7 Subject to Condition 8.2, the total aggregate liability of ChrisnelSA and affiliates in any one year arising out of, or in connection with the performance, non-performance or contemplated performance of this or any other contract with the Client shall in no event exceed an amount equal to Euros25,000.
- 8.8 The Fee has been calculated on the basis that ChrisnelSA and affiliates will exclude and limit its liability as set out in these Conditions and the Client, by placing an Order, accepts such limitation and exclusion and agrees that it will insure against or bear itself any loss for which ChrisnelSA and affiliates has excluded or limited its liability in these Conditions and ChrisnelSA and affiliates shall have no further liability to the Client.

9. SUBCONTRACTING, ASSIGNMENT AND THIRD-PARTY RIGHTS

- 9.1 The Client shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of ChrisnelSA and affiliates.
- 9.2 ChrisnelSA and affiliates may assign, charge, subcontract or transfer the Contract or any part of it to any person.
- 9.3 A person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or subcontractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of ChrisnelSA and affiliates and the Client.

10. FORCE MAJEURE

- 10.1 ChrisnelSA and affiliates shall not be in breach of the Contract or otherwise liable to the Client for any delay in performance or non-performance of any of its obligations, where such delay or non-performance is due to circumstances beyond its reasonable control, including acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood,

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epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplied of adequate or suitable materials provided that, if the event such circumstances continue for a continuous period of three months or more, either party shall be entitled to give notice in writing to the other to terminate the Contract.

11. TERMINATION

11.1 ChrisnelSA and affiliates may, by notice in writing to the Client, (without prejudice to any other rights or remedies it may have against the Client) immediately suspend further performance of the Contract or terminate the Contract without liability to ChrisnelSA and affiliates if: -

- 11.1.1 the Client commits a material breach of any of its obligations under the Contract which is incapable of remedy; or
- 11.1.2 the Client fails to remedy a breach of its obligations under the Contract, which is capable of remedy, or persists in any breach of any of its obligations under the Contract, where ChrisnelSA and affiliates has requested in writing that the Client remedy or desist from such breach and the Client has not done so during the 14 days following such request; or
- 11.1.3 the Client suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of Insolvency Act 24 of 1936; or
- 11.1.4 the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 11.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client; or
- 11.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client; or
- 11.1.7 the holder of a qualifying floating charge over the assets of the Client (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- 11.1.8 a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 7 days; or
- 11.1.9 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 11.1.3 to 11.1.8; or
- 11.1.10 the Client ceases, or threatens to cease, to carry on business; or
- 11.1.11 ChrisnelSA and affiliates reasonably believes that any of the events specified in Conditions 11.1.1 to 11.1.10 above is about to occur.

11.2 The termination or suspension of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination or suspension.

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11.3 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. NON-SOLICITATION

12.1 The Client agrees that for the term of the Contract and for the period of six months following expiry or termination of the Contract, it shall not without the prior written consent of ChrisnelSA and affiliates directly or indirectly: -

12.1.1 make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any person who was employed by ChrisnelSA and affiliates at any time during the period of the Contract; or

12.1.2 solicit or attempt to solicit services from any such person on their own account.

12.2 Where the Client does, with prior written consent of ChrisnelSA and affiliates, engage a person who was employed by ChrisnelSA and affiliates at any time during the period of the Contract during the six months following expiry or termination of the Contract, the Client shall pay ChrisnelSA and affiliates a sum equal to percentage of that person's gross annual salary (based on his/her final ChrisnelSA and affiliates wage) on the following basis: up to Euros 19,000: 20%, up to Euros 29,000: 25% and over Euros 29,000: 30%.

13. TUPE

13.1 The Client will indemnify ChrisnelSA and affiliates against all demands, proceedings, damages, losses, court or tribunal awards, costs and expenses (including without limitation legal and other professional expenses) and including any claim for breach of contract, sex, race or disability discrimination, equal.

14.2 Notices shall be deemed to have been received: -

14.2.1 if sent by a pre-paid first-class post, two days after posting (exclusive of the day of posting);

14.2.2 if delivered by hand, on the day of delivery or if that is not a usual business day, the first usual business day after delivery.

14.2.3 if sent by e-mail / facsimile transmission, at 10:00 am local time on the first usual business day in the country of receipt following despatch, subject to being able to show that the notice was sent to the correct telephone number.

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14.2.1 if sent by a pre-paid first-class post, two days after posting (exclusive of the day of posting);

14.2.2 if delivered by hand, on the day of delivery or if that is not a usual business day, the first usual business day after delivery.

14.2.3 if sent by e-mail / facsimile transmission, at 10:00 am local time on the first usual business day in the country of receipt following despatch, subject to being able to show that the notice was sent to the correct telephone number.

15. GENERAL

15.1 Any intellectual property rights (including, without limitation, patents, designs, trade marks and service marks, copyright and any applications for them and trade names existing anywhere in the world and in each case whether registered or unregistered) arising out of or in connection with the performance of the Contract or otherwise in the provision of the Services shall remain ChrisnelSA and affiliates 's property. Nothing in the Contract shall be deemed to give the Client a licence or any other right to use any of the intellectual property rights of ChrisnelSA and affiliates.

15.2 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

15.3 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.5 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

15.7 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract.

15.8 Both ChrisnelSA and affiliates and the Client shall each keep confidential and shall not, without prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract, the existence or basis of any disputes or any other confidential or sensitive information of the other party (unless required to do so by law).

16. DISPUTE RESOLUTION

16.1 If any dispute arises between the parties in connection with or under the Contract, either party may

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give to the other party written notice setting out the material particulars of the dispute. A senior executive officer from each of the parties shall meet personally at such place to be agreed between the parties within 10 business days of the receipt of such notice by the relevant party and endeavour to resolve the dispute through good faith negotiations within a further 10 business days.

- 16.2 If the dispute is not resolved through negotiations in accordance with Condition 16.1 the parties may at their election attempt in good faith to resolve the dispute through an Alternative Dispute Resolution procedure as recommended to the parties by the Centre for Effective Dispute Resolution in the Country in which the service is rendered.
- 16.3 If the dispute is not resolved in accordance with Condition 16.1 and the parties cannot agree to resolve the dispute in accordance with Condition 16.2, the parties may seek to recourse to the courts in accordance with Condition 17.
- 16.4 Nothing in this Condition 16 shall prevent either party from seeking interim relief from the Court.

17. LAW AND JURISDICTION

- 17.1 This Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and be construed in all respects in accordance with the jurisdiction in which the services are rendered.
- 17.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of which the services are rendered and courts to which the parties irrevocably submit.

CHRISNEL 002, Issue 11, Oct 2021

CHRISNELSA (PTY) & AFFILIATES

CLIENT: _____



11 October 2021

Signature _____ Date _____

Nelson Bassog _____

Printed Name

Managing Director _____

Title

Signature _____ Date _____

_____ Printed Name

_____ Title