



GRW Europe GmbH

(“GRW”)

CONDITIONS OF SALE AND REPAIR

(hereinafter the “CONTRACT”)

1. APPLICATION:

1.1. The terms and conditions of the CONTRACT shall apply (to the exclusion of any others) to any contract for the sale of any goods or undertaking of any repairs by GRW whether that arises out of –

1.1.1. any offer made by GRW and accepted by the CUSTOMER; or

1.1.2. any offer made by the CUSTOMER and accepted by GRW, including any such offer made by the CUSTOMER in response to a quotation from GRW.

The only basis upon which GRW is prepared to do business with the CUSTOMER is on the basis of the CONTRACT, notwithstanding anything to the contrary in the CUSTOMER’s enquiry, specification, acceptance and/or order.

1.2. No alteration or variation or consensual cancellation of the CONTRACT or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of the CONTRACT shall apply, either at the time the CONTRACT is concluded or at any time afterwards, unless the alteration or variation or cancellation in question is expressly agreed to in writing and signed by an authorised representative of GRW at the time in question.

1.3. No extension of time or waiver or relaxation of any of the provisions or terms of the CONTRACT or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of the CONTRACT, shall operate as an estoppel against GRW in respect of its rights under the CONTRACT, nor shall it operate so as to preclude GRW thereafter from exercising its rights strictly in accordance with the CONTRACT.

2. QUOTATIONS:

2.1. Any quotation given by GRW constitutes an offer to the CUSTOMER, which shall be open for acceptance by the CUSTOMER for the period specified in the quotation, failing which it shall automatically lapse. No acceptance of a quotation by the CUSTOMER shall be valid unless an order is furnished by the CUSTOMER.

2.2. A quotation may be revoked by GRW at any time, until the CUSTOMER accepts the offer.

2.3. The quotation is submitted in respect of one indivisible transaction and any acceptance by the CUSTOMER of portion only of the quotation shall not be a valid acceptance of the quotation.

2.4. The quotation is based on rates of exchange, freight charges, insurance, railage, shipping costs, costs of labour and materials and other charges ruling at the date of quotation. Any variations occurring subsequent to the date of the quotation in any of the aforesaid rates or charges, as the case may be, shall entitle GRW to vary the amount of the quotation accordingly.

2.5. The quotation is based on the designs, quantities, specifications and other information supplied to GRW by or on behalf of the CUSTOMER. If the CUSTOMER requires any modification or addition to any of the a foregoing at any time after the quotation is given, GRW shall have the sole and absolute discretion to accept or reject such proposed modification or addition. Any proposed modification or addition by the CUSTOMER must be furnished to GRW in writing.

3. CONSIDERATION:

3.1. The price of the goods will be –

3.1.1. if no quotation has been given and accepted, GRW’s official list price ruling at the date on which they are delivered to the CUSTOMER;

3.1.2. if a quotation has been given and accepted, the quoted price.

3.2. The consideration payable for any repairs undertaken by GRW will be –

3.2.1. if no quotation has been given and accepted, GRW’s official list consideration ruling at the date on which such repairs are undertaken;

3.2.2. if a quotation has been given and accepted, the quoted consideration.

3.3. Any expense incurred by GRW at the instance of the CUSTOMER in **modifying or otherwise altering or making additions to the design, quantities or specifications** agreed in terms hereof, and any expenses arising as a result of suspension of work by GRW due to instructions given, or a failure to give instructions by the CUSTOMER, shall be added to the contract price and shall be payable by the CUSTOMER on completion.

3.4. **Value Added Tax** will be charged unless the CUSTOMER furnishes GRW with its exemption certificate number at the time of ordering the goods or delivering the goods for repairs.



4. **PAYMENTS:**

4.1. The contract price or consideration shall be paid by the CUSTOMER –

4.1.1. In EUR free of bank and other charges at such address in Germany as GRW may require;

4.1.2. without any deduction or set-off.

4.2. If delivery is to be made by instalments, then each instalment will be invoiced and paid for separately but otherwise in accordance with 4.1.

4.3. Any amount not paid by the CUSTOMER on due date shall bear interest at the applicable base interest rate plus 9 percentage points, from the date it falls due until settlement.

4.4. GRW reserves the right, at any time, to cancel the CONTRACT (without prejudice to its claim for damages, if any) should it not be able to obtain satisfactory guarantees which it may require in its sole discretion, for the due and prompt payment of all moneys in terms hereof.

4.5. The purchase price or consideration shall be payable –

4.5.1. **if a quotation** has been given and accepted, as set out expressly in the quotation;

4.5.2. **if a quotation has not been given** or accepted or if although having been given and accepted, does not make specific provision for payment terms, payment will be on the terms indicated on the invoice or as agreed in writing or within thirty (30) days of statement date, whichever is the lesser.

4.6. The contract price or consideration is strictly net and not subject to any discounts unless otherwise agreed in writing.

4.7. If any **discount** is agreed in writing it shall only be allowed if payment is received by GRW by the due date and shall only be calculated on the net price of the goods or services themselves.

4.8. A certificate of balance signed by the Financial Manager, any Executive Committee member or Credit Controller shall be prima facie proof of indebtedness.

5. **DELIVERY:**

5.1. Prior to delivery of the goods sold or repaired, GRW and a duly authorised representative of the CUSTOMER will conduct a pre-delivery inspection of such goods and GRW will hand the CUSTOMER such instruction manual for such goods as GRW may have compiled. Should GRW not hand over such instruction manual, it

will not incur any liability which it would not have had if this clause 5.1 was not included in this CONTRACT. The representative will acknowledge receipt of the instruction manual in writing if requested to do so by GRW.

5.2. The CUSTOMER will nominate his representative in writing if GRW so requires.

5.3. The CUSTOMER will during the inspection list in writing any unsafe product characteristic, failure, defect or hazard in the goods sold or in the repairs effected or associated with their use and provide GRW with a copy of such list.

5.4. Should the CUSTOMER fail to provide GRW with a copy of such list, the goods sold or the repairs and their use will prima facie be deemed to be free of any such unsafe product characteristic, failure, defect or hazard and the CUSTOMER's said representative will sign GRW's then standard form confirming that no list was provided.

5.5. The CUSTOMER's claims for any unsafe product characteristic, failure, defect or hazard in the goods sold or in the repairs or associated with their use presuppose that the CUSTOMER will comply with his statutory inspection and notification obligations (§§ 377, 381 German Commercial Code). If any unsafe product characteristic, failure, defect or hazard in the goods sold or in the repairs appears during delivery, inspection or at any later point in time, the CUSTOMER will report it to GRW in writing within 7 (seven) days after delivery thereof, and defects not visible during the inspection within the same period of time after discovery. Should the CUSTOMER fail to inform GRW about any unsafe product characteristic, failure, defect or hazard in the goods sold or in the repairs effected or associated with their use, the liability of GRW for the defect not notified or not notified in time or not notified in accordance with the statutory provisions shall be excluded.

5.6. If the delivered product is defective, GRW may choose whether supplementary performance by rectification of the defect (rectification) or by delivery of a defect-free product (replacement delivery). GRW's right to refuse supplementary performance under the statutory conditions remains unaffected.

5.7. In all other respects, the statutory requirements and legal consequences shall apply.

5.8. Unless otherwise expressly agreed in writing, delivery of goods sold or of goods repaired (if the repairs are undertaken at GRW's premises) shall be made to the CUSTOMER at GRW's premises. The CUSTOMER shall be responsible for procuring and arranging for the transportation of the goods from GRW's premises to any destination required by the CUSTOMER. Delivery shall be completed when the goods are handed to the CUSTOMER or its agent at GRW's premises and before loading



- commences. Supply of goods or work done shall be deemed to have taken place should the CUSTOMER and/or an employee thereof and/or driver, sign GRW's delivery note or job card.
- 5.9. After completion of delivery GRW shall not be responsible for the arrival of the goods at their destination or for any loss of or damage to the goods from any cause whatsoever.
- 5.10. Should GRW at the CUSTOMER's request agree to engage a carrier to transport the goods for the CUSTOMER then –
- 5.10.1. GRW is authorised to engage a carrier on such terms and conditions as it deems fit;
- 5.10.2. the CUSTOMER indemnifies GRW against all demands and claims which may be made against it by the carrier so engaged and all liability which GRW may incur to the carrier arising out of the transportation of the goods.
- 5.10.3. the goods shall be deemed to have been delivered immediately GRW has handed the goods to the carrier in question.
- 5.11. The CUSTOMER shall, as soon as reasonably possible after a request by GRW, furnish GRW with all information reasonably required in order enabling GRW to effect delivery of the goods.
- 5.12. Time shall not be the essence of the contract. Any delivery date indicated by GRW, whether in the quotation or otherwise, shall merely be regarded as the estimated date of delivery and shall not bind GRW to affect delivery on or near such date and shall not give rise to any claim.
- 5.13. If the CUSTOMER shall be in default of acceptance, fail to cooperate or if delivery is delayed for reasons the CUSTOMER is responsible for, GRW will charge a fixed compensation of one half percent (0,5%) of the contract price per calendar week starting with the delivery period up to a maximum of five percent (5%) of the contract price. In the event of final non-acceptance of the goods, GRW will charge a fixed compensation of ten percent (10%) of the contract price. The CUSTOMER shall be entitled to prove that GRW has incurred no damage or only significantly less damage than the above fixed sum.
- 5.14. If delivery of any particular order is to be effected in consignments, GRW shall not be obliged to deliver any part of the order until the purchase price which is due in respect of the part of the order, which has already been delivered, has been paid.
- 5.15. If the CUSTOMER fails to take delivery of the goods when tendered, then –
- 5.15.1. the risk shall immediately pass from GRW to the CUSTOMER;
- 5.15.2. the CUSTOMER shall refund to GRW on demand the reasonable costs (including storage and insurance) of keeping the goods during the period of that delay.
- 5.16. If delivery is to be made in instalments then the provisions of this clause 5 shall apply to each instalment.
- 5.17. GRW reserves the right to charge a ten percent (10%) handling fee on all goods returned against orders correctly executed.
- 6. SERVICE AND REPAIR:**
- 6.1. GRW shall be deemed authorised to replace such parts and/or use such materials and/or to use such labour as they in their sole discretion may deem necessary to effect repairs and/or services as set out in the quote or invoice provided, and any additional instruction given. The charges will be in accordance with their scale of standard charges which are deemed to be incorporated herein and which are deemed to be fair and reasonable.
- 6.2. Any charges incurred, other than authorised on the job card, shall be deemed to be part of the original instructions given therein, in case of quotations the total amount can be exceeded by fifteen per cent (15%) of the aggregated value without obtaining additional authority.
- 6.3. Should any amount for any reason not be paid by the CUSTOMER's insurers, the CUSTOMER shall undertake to pay such amount subject to the conditions contained herein.
- 6.4. Policy, goodwill and/or other warranty claims:
- 6.4.1. Irrespective of the success or failure of such claim mechanism, the CUSTOMER shall remain liable for the cost until finalisation of the cost allocation.
- 6.4.2. Should the amount of such claim be redeemed by the manufacturer or in full and/or parts thereof, GRW acknowledge same and accept that GRW shall have thirty (30) days grace within which to disburse the amount received for full payment for the manufacturer to the CUSTOMER.
- 7. OWNERSHIP AND COPYRIGHT:**
- 7.1. Notwithstanding the delivery of any goods sold to the CUSTOMER, ownership thereof shall not



pass until GRW has received payment of the full contract price.

used for the purpose for which they were intended.

7.2. Ownership of any goods supplied by GRW in the course of undertaking any repair services to any goods of the CUSTOMER, shall not pass to the CUSTOMER until the contract price in respect of the entire services rendered has been paid in respect thereof. The provisions hereof shall apply notwithstanding the accession of such items to the CUSTOMER's goods. The provisions hereof shall apply mutatis mutandis to any work other than repairs undertaken or goods attached by GRW in respect of any chassis or other items supplied by the CUSTOMER.

9.4. The CUSTOMER will comply and procure compliance with the instruction manual, amended instruction manual and written instructions referred to in clause 9.1 above.

9.5. The CUSTOMER may not make any material alteration or modification to the goods sold or the repairs without the prior written consent of GRW, which will not unreasonably be withheld.

9.6. The CUSTOMER warrants that no warning, instruction or sign which may have been placed by GRW on the goods sold of the repairs will at any time be altered, obscured, removed, concealed or otherwise interfered with.

7.3. GRW reserves the right to inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The CUSTOMER shall be obliged to advise GRW of the name and address of the landlord of any such premises and shall promptly advise GRW of any change in the name and/or the address of such landlord.

10. EXCLUSIONS:

10.1. If the goods or any part of them are to be supplied in accordance with any specification, measurements or other instructions furnished by the CUSTOMER, the CUSTOMER shall not have any claim of any nature whatever against GRW –

7.4. The CUSTOMER shall inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause.

7.5. The copyright in all documentation supplied to the CUSTOMER shall remain vested in GRW.

10.1.1. for any loss or damages sustained by the CUSTOMER as a result of any error, discrepancy or defect in those specifications, measurements or other instructions.

8. RISK:

Subject to 5.15.1. the risk shall pass to the CUSTOMER on delivery to the CUSTOMER or on delivery to the carrier as contemplated in clause 5.3. as the case may be.

10.1.2. if the goods in question are not suitable for the purposes for which they are required, whether those purposes are known to GRW or not.

9. INSTRUCTIONS & WARNINGS:

GRW reserves the right to only start manufacture after the signed technical specifications has been received from the CUSTOMER.

9.1. The CUSTOMER will at all times use the goods sold or the repairs effected and have same serviced strictly in accordance with the instruction manual referred to in clause 5.1 above or such amended instruction manual of written instructions as GRW may from time to time publish with regards thereto.

10.2. In all cases where the goods are supplied to a specification, design or description of the CUSTOMER, the CUSTOMER indemnifies GRW against all claims at any time for any patent rights, royalties, damages, costs, expenses or other losses due to an infringement of any patent or other rights by reason of the manufacture and/or supply of the goods or any part thereof in terms hereof by GRW.

9.2. The CUSTOMER will exercise care in the use of the goods sold or the repairs and will at its own cost and expense maintain same in proper working and roadworthy condition and order.

11. LIABILITY:

9.3. The CUSTOMER warrants that:

11.1. In the case of willful intent of GRW or of its representatives, GRW shall be liable pursuant to statutory law; the same shall apply in case of a culpable breach of major contractual obligations.

9.3.1. the goods sold or the repairs will only be operated and used by competent and properly trained, licensed and qualified persons. In this regard training will include, without limitation, adequate training on the content of the instruction manual, amended instruction manual and written instructions referred to in clause 9.1 above;

11.2. GRW shall be liable without limitation for any legal reason in the event of intent or gross negligence, negligent or intentional injury to life, body or health, on the basis of a guarantee promise, unless otherwise agreed in this respect, and on the basis of mandatory liability such as

9.3.2. the goods sold or the repairs will only be



under the German Product Liability Act ("Produkthaftungsgesetz").

11.3. If GRW negligently violates an essential contractual obligation, the liability is limited to the contract-typical, foreseeable damage, unless the above liability is unlimited. Essential contractual obligations are obligations which the CONTRACT GRW imposes according to its content in order to achieve the purpose of the CONTRACT, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the client may regularly rely.

11.4. Unless expressly stipulated otherwise, any further liability of GRW shall be excluded, in particular GRW shall have no liability for any loss of profit and it shall not be liable for any indirect or consequential damages („Mangelfolgeschäden“).

12. PERMITS:

If any permit or other consent or approval is required by GRW under any law (including any statute, ordinance, by-law or regulation) for the supply of the goods under the contract, then the contract shall not take effect until GRW obtains that permit, consent or approval.

13. SUSPENSION OF GRW'S OBLIGATIONS:

If any amount owed by the CUSTOMER to GRW from any cause whatever, whether under the contract or not, is not paid on due date then, without prejudice to any other right which it may have, GRW may –

13.1. require that all amounts then owed to it by the CUSTOMER, from any cause whatsoever (and whether under the CONTRACT or not) shall immediately become due and payable;

13.2. retain in its possession any goods of the CUSTOMER until all these amounts have been paid;

13.3. until payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under the contract or not;

13.4. terminate any credit facilities granted to the CUSTOMER, whether under this contract or not.

14. BREACH:

If the CUSTOMER breaches any of the terms or conditions hereof or any other agreement with GRW or fails to pay any amount payable by it on due date 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 GRW's rights hereunder or

at all, or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, GRW shall have the right without prejudice to any other right which it may have against the CUSTOMER, to –

14.1. treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the agreement and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the CUSTOMER until the CUSTOMER has remedied the breach;

14.2. cancel this agreement and to claim the return of any of the goods sold.

15. CONDITIONS PRECEDENT:

Notwithstanding any other provision in the contract to the contrary GRW's obligations to deliver the goods shall in all cases be subject to the following conditions precedent:

15.1. the availability to GRW of all material and supplies required for the manufacture or repair of the goods or their components where the goods or components in question are being manufactured or repaired by GRW;

15.2. the receipt by GRW from its own suppliers of the goods or their components, where the goods or components in question are being purchased by GRW;

15.3. the receipt by GRW of any instructions (including all drawing and specifications) required by GRW from the CUSTOMER for the manufacture or purchase of the goods.

16. PROPER LAW:

The validity of this agreement, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of this agreement or its expiration or earlier termination for any reason (including matters of prescription) shall be determined in accordance with the law of the Federal Republic of Germany.

17. JURISDICTION:

17.1. If the CUSTOMER is a resident or carries on business in the Federal Republic of Germany then the place of jurisdiction shall be Munich, Federal Republic of Germany regarding any proceedings against the CUSTOMER, arising out of the CONTRACT.

17.2. If the CUSTOMER is not a resident of and does not carry on business in the Federal Republic of Germany, then the CUSTOMER consents and submits to the jurisdiction of the Federal Republic of Germany, for all purposes arising out



of the CONTRACT. Place of jurisdiction shall be Munich, Federal Republic of Germany.

18. NEGOTIABLE INSTRUMENTS:

Any promissory note, bill of exchange, or other negotiable instrument received by GRW from the CUSTOMER shall not be a novation of the debt for which it is given and the CUSTOMER waives presentment, notice of dishonour and protest where applicable.

19. NO CESSION:

The CUSTOMER shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of this agreement to any third party.

20. SECURITY FOR OBLIGATION:

GRW reserves the right to require satisfactory security from the CUSTOMER for the due performance of any of the CUSTOMER's obligations hereunder including but not limited to the payment of the purchase price or consideration.

21. LIABILITIES OF PARTNERS/SIGNATORIES:

The person signing on behalf of the CUSTOMER warrants that he is duly authorised to represent and bind the CUSTOMER to this agreement.

22. INSURANCE:

The CUSTOMER shall at its own expense and prior to taking delivery of goods, insure the goods and thereafter keep the goods insured until such time as the goods have been paid for in full. The insurance policy shall record the interest of both GRW and the CUSTOMER. The CUSTOMER shall, if so required by GRW, cede to GRW all its rights in terms of such insurance policy.

23. DESIGN AND MANUFACTURE:

23.1. GRW shall be entitled to claim the usual tolerances customary in the trade on all dimensions.

23.2. If no detailed drawings or specifications are provided by the CUSTOMER, GRW shall be entitled in its sole discretion to interpret the requirements of the CUSTOMER and its decision shall be final and binding on the CUSTOMER.

23.3. GRW reserves the right to make any reasonable change to the design or form of any goods provided that the state of performance and quality and specifications remain materially unaffected.

24. FORCE MAJEURE:

If vis major or force majeure or casus fortuitus or industrial action ("the interrupting circumstances") cause delays in or failure or partial failure of performance by GRW of all or any of its obligations hereunder, this agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the interrupting circumstances specifying the nature and date of commencement thereof shall be despatched by GRW (on whom the onus shall rest) to the CUSTOMER as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the interrupting circumstances shall be given by GRW within seven (7) days after such cessation. No party shall subsequently be obliged to comply with the obligations suspended during such period.

25. PAYMENT FOR WASTED COSTS:

If for any reason whatsoever, GRW incurs any wasted costs in respect of work undertaken or goods purchased in this contract, the CUSTOMER shall be obliged to reimburse such wasted costs whether the contract is cancelled or not. This clause shall not be interpreted to limit GRW's right to recover damages resulting from breach and cancellation of this contract.

26. WARRANTIES:

26.1. GRW hereby expressly warrants to the CUSTOMER as the first purchaser thereof that new goods manufactured by GRW or its affiliates ("the products") supplied under this contract will be free from defects arising from faulty material and workmanship for a period of twelve months (unless expressly stated to the contrary in any quotation) from the date of invoice or from the date of delivery to the CUSTOMER whichever occurs first (this period being called in this warranty "the warranty period").

26.2. The above warranty is subjected to the following conditions:

26.2.1. that the products are manufactured by GRW or an affiliate of GRW and are new;

26.2.2. that the products have been correctly operated and used under conditions which are normal for such products;

26.2.3. that the CUSTOMER has maintained and serviced the products during the warranty period in accordance with the owner's service and warranty manual dealing with adjustments and inspections. Should the manual not be available, the products should be maintained according to industry best practice and regulatory requirements as applicable.





- 26.3. In the case of parts GRW's warranty is specifically limited to replacing free of cost any products or any part or parts thereof which are in GRW's opinion defective and which shall be returned to GRW for replacement within the warranty period with transportation charges for delivery and return prepaid by the purchaser.
- 26.4. The above warranty shall not apply to –
- 26.4.1. any products which have been repaired, altered or modified in any way whatsoever by persons other than GRW or its authorised service representatives and any resultant damage due to the repair, alteration or modification;
- 26.4.2. component parts or goods acquired by GRW from third parties. In this latter event GRW will where possible make available to the CUSTOMER upon request a copy of the terms of any warranty given by the manufacturer of such component parts of goods; or
- 26.4.3. any products which have been recalled under a warranty campaign and for which the recall period has lapsed.
- 26.5. GRW undertakes no liability for defects arising directly or indirectly from –
- 26.5.1. fair wear and tear;
- 26.5.2. incorrect, faulty or negligent operation or maintenance by the CUSTOMER;
- 26.5.3. misuse or damage caused by accident;
- 26.5.4. misuse or damage caused by the CUSTOMER continuing to use the product after discovery of any defect of deficiency which has not been rectified;
- 26.5.5. any cause whatsoever not attributable to GRW.
- 26.6. GRW shall, unless it otherwise agrees, undertake any repairs contemplated in this warranty clause, on the premises of GRW. GRW reserves the right to instruct GRW approved service providers to perform repairs as contemplated in this warranty clause.
- 26.7. Where any replacement parts are provided by GRW in terms of this warranty or any repairs are affected by GRW in terms of this warranty, those replacements parts of the repairs themselves shall not themselves be subjected to this warranty clause and are supplied voetstoots.
- 26.8. Save as aforesaid, no warranties or representations of any nature whatsoever whether as to the suitability of the goods sold for any specific purpose or as to the materials forming part of the goods or as to the standard of labour in respect of such goods or (without limiting the generality of the afore going), otherwise, are or have been made by GRW and the goods are accordingly sold or repaired voetstoots and with the exclusion of all common law rights and remedies of the CUSTOMER.
- 26.9. Any warranties given do not cover any portion of the goods sold which were not manufactured by GRW.
- 26.10. Customers who acquire goods for the purpose of on-selling those goods, whether such customers are permitted to do so or not (and nothing herein contained shall be deemed to allow customers to on-sell goods acquired from GRW), shall not advertise or issue or in any other way give or make any warranties, guarantees or representations as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon GRW.
- 26.11. GRW shall manufacture a high quality product and shall engage an authorised inspection body ("AIB") and/or certification agency ("CA") to certify that the product complies with the requirements of the relevant standards and legislation to this agreement (the "Standards"). As GRW is not an AIB and/or CA, it cannot and does not represent or warrant compliance with the Standards and the CUSTOMER agrees that GRW shall not be liable in any way whatsoever, including for any loss or damage, in any way connected with the role of the AIB and/or CA, non-compliance with the Standards or validity of the certificates issued by the AIB and/or CA.
- 26.12. The warranties, if any, provided herein and the obligations of GRW hereunder are in lieu of, and the CUSTOMER waives, all other warranties, guarantees, conditions or liabilities, express or implied, arising by law or otherwise. For the purposes hereof, any reference to GRW shall include its servants, agents or contractors or any other person for whose acts or omissions GRW may be liable in law. This also constitutes a *stipulatio alteri* in favour of such persons the benefits of which may be accepted by them at any time.
- 27. NOVATION:**
- The terms and condition contained in this document novates and supersedes any standard terms and conditions previously signed by the CUSTOMER with GRW and/or companies whose businesses have been incorporated with GRW.



28 SURVIVAL OF CERTAIN TERMS:

Notwithstanding anything to the contrary herein contained, the provisions of this agreement which in order to give effect to their import need to survive the cancellation, termination, lapsing or invalidity of this agreement, shall remain in full force and effect despite such cancellation, termination, lapsing or invalidity.

29 INDEPENDENT ADVICE:

- a. The CUSTOMER acknowledges and agrees that it has not relied in any way upon any information and/or advice given by GRW before signing this agreement and has taken all reasonable actions to satisfy itself as to the consequences of entering into this agreement.
- b. Each of the parties hereto acknowledge that they have been free to secure independent legal and other advises as to the nature and effect of all of the provisions of this agreement and that they have either taken such independent legal and other advice or dispensed with the necessity to do so.
- c. Further, each of the parties hereto acknowledge that all of the provisions of this Agreement and the restrictions herein contained are fair and

30 INTERPRETATION:

reasonable in all the circumstances and are part of the overall intention of the parties in connection with this agreement.

In this contract, except where the context indicates that some other meaning is intended

the **CONTRACT** means: the terms and conditions of sale and repair as contained in this document;

the **CUSTOMER** means: the person addressed in the quotation;

GRW means: GRW Europe GmbH;

the **PARTIES** means: the CUSTOMER and GRW.

Clause headings appear in this contract for purposes of reference and convenience only and shall not influence the proper interpretation of the subject matter.

SIGNED and DATED at _____ on this _____ day of _____ 20...

AS WITNESSES:

1.

obo the CUSTOMER, duly authorised

2.

SIGNED and DATED at _____ on this _____ day of _____ 20...

AS WITNESSES:

1.

obo GRW, duly authorised

2.

