

**1. Interpretation**

- 1.1. The terms and conditions refer to the goods as indicated on any official company forms, price lists, quotations, orders or invoices.
- 1.2. "CUSTOMER" shall mean the person whose name appears on the Dealer Application, or in any other circumstances, any person or persons at whose request or on whose behalf NOLOGY undertakes to supply any goods, do any business, or provide any advice or service.

**2. Prices and Quotations**

- 2.1. The price of the goods sold, or services rendered shall be as per NOLOGY prices at the time of invoicing. In this regard it is important to note:
  - 2.1.1. NOLOGY will, from time to time publish an updated pricelist for the majority of goods sold by NOLOGY.
  - 2.1.2. No future dated invoicing and/or delivery requests beyond the current month will be allowed, unless agreed to in writing by NOLOGY management.
- 2.2. NOLOGY may update prices at any time in the event of currency fluctuations and/or any other increase in the cost price of the goods, without prior notice to the CUSTOMER. For the avoidance of doubt however, prices shall remain fixed once an order has been placed by the customer and accepted by NOLOGY in writing.
- 2.3. NOLOGY will inform the CUSTOMER of any price changes or differences from the CUSTOMER PO, if applicable, prior to processing the order and/or invoice.
- 2.4. The validity date of any price quoted will be indicated on the NOLOGY quotation and is subject to stock availability.
- 2.5. All pricing is Exclusive of VAT. NOLOGY will not be bound by manifest errors, and typographical or clerical mistakes in its documents.

**3. Orders**

- 3.1. NOLOGY will only accept written orders from CUSTOMER. All such orders will be binding and subject to these standard terms and conditions. Orders may not be varied or cancelled without prior written consent from NOLOGY.
- 3.2. Orders shall constitute irrevocable offers to purchase the goods or services in question at the applicable prices (refer to section 2 above) and shall be capable of acceptance by NOLOGY by the delivery of the goods, written acceptance, or confirmation of the order.
- 3.3. If goods are not collected within 1 (one) week after the CUSTOMER has been informed that the goods are availability for collection. NOLOGY reserves the right to cancel the order, unless written confirmation have been provided that goods will be delivered by NOLOGY or its 3rd party.
- 3.4. COD Account
  - 3.4.1. No orders will be processed, and goods will not be reserved for any orders placed until payment has been made by the CUSTOMER and reflects in NOLOGY's nominated bank account.
  - 3.4.2. For the quickest turnaround time, we recommend making payment using our secure NETCASH Click-To-Pay online payment facility - orders will immediately be processed on successful payment. A link for payment can be found on the NOLOGY Sales Order.
  - 3.4.3. For credit card payments made at our office, please NOTE:
    - 3.4.3.1. Payment/order limit of R15,000 – no splitting of payments/orders
    - 3.4.3.2. Credit card payments for orders exceeding R15,000 will be subject to a 1.5% additional charge on the value of the order (inclusive of VAT).

**4. Payment**

- 4.1. This clause 4 is read in conjunction with clause 3 above.
- 4.2. Payment by the CUSTOMER to NOLOGY shall be made free of exchange and without deduction or set off.

- 4.3. No credit given, allowance made, or indulgence shown by NOLOGY in favour of the CUSTOMER will give rise to any right or entitlement to any further credit, allowance or indulgence, and no waiver of NOLOGY's rights may be implied from any such credit, allowance or indulgence.
- 4.4. The CUSTOMER is responsible for any bank charges incurred by NOLOGY when cash deposit payments and forex payments are paid into the NOLOGY bank account.
- 4.5. NOLOGY reserves the right to suspend service and repairs of goods including warranty services to the CUSTOMER if any amount due by the CUSTOMER is unpaid or overdue.
- 4.6. Cash deposit payments will be subject to a 1.5% additional charge on the value of the order (inclusive of VAT) covered by the CUSTOMER for any deposits at the bank to cover bank charges.
- 4.7. Ownership of all goods shall remain vested in NOLOGY until NOLOGY has received payment in full for the goods purchased.
- 4.8. Should NOLOGY incur costs in the collection of any amount due to it by the CUSTOMER or in the enforcement of any rights which NOLOGY has herein, the CUSTOMER accepts that it shall be liable for all costs incurred by NOLOGY. Costs based on an attorney own client scale and costs of counsel, whether such costs have been incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.
- 4.9. NOLOGY may, in its sole discretion allocate any payments received from the CUSTOMER to capital, interest, cost, or any other item as he deems fit despite any allocation made or deemed to be made by the CUSTOMER.
- 4.10. FOREIGN CUSTOMERS (Foreign Customer shall mean any Customer who is based and trades outside of the Republic of South Africa)-Payment shall be made by the FOREIGN CUSTOMER to NOLOGY free of exchange set-off and without deduction (including but not limited to any withholding tax). For the avoidance of doubt, where withholding tax, and/or any other legislated and/or regulatory deductions are applicable to the payment being made to NOLOGY, then the payment NOLOGY shall be grossed to accommodate for the same, so that NOLOGY receives the net amount invoiced.
- 4.11. FOREIGN CUSTOMERS-Payment made by CUSTOMERS through wired transfer payment method will be submitted for bank processing at NOLOGY'S option meaning the CUSTOMER is required to pay all transfer charges. SHARED (SHA)-and BENEFICIARY (BEN) payment options are not accepted.

## **5. Returned Goods**

- 5.1. Return of unwanted goods:
  - 5.1.1. NOLOGY reserves the right to charge a handling fee on the value of the order cancelled or goods returned in the event that a CUSTOMER cancels an order and NOLOGY accepts the return of unwanted goods. NOLOGY will only consider such requests if made within 7 (seven) business days of delivery of the goods. The goods must be accompanied by the original tax invoice and must be in its original packaging with all accessories and manuals intact. All items must be returned in "as new" condition.
  - 5.1.2. NOLOGY reserves the right but shall not be obligated to offset the value of any goods accepted for return against any amounts due by the CUSTOMER.
- 5.2. Return of goods that did not match the order:
  - 5.2.1. If the goods do not match what was ordered, the CUSTOMER is requested to notify NOLOGY as soon as possible after delivery and the goods must be returned to NOLOGY within 7 (seven) business days after delivery.
  - 5.2.2. If the goods are returned because they did not match what was ordered and the goods are not in their original condition and repackaged in their original packaging, NOLOGY may be entitled in terms of the Consumer Protection Act to charge a reasonable amount for use of the goods during the time they were in the CUSTOMER's possession, any consumption or depletion of the goods, or for necessary restoration costs to render the goods fit for re-stocking.
- 5.3. Return of defective goods:
  - 5.3.1. The CUSTOMER may return any defective goods to the premises of NOLOGY or its nominee at the CUSTOMER's own cost. If the goods returned are still within the warranty period and have been proven to be defective by a NOLOGY technician, then NOLOGY, at its election, shall either replace, repair or refund the goods. In case of replacement NOLOGY undertakes to replace such goods with items of the same or similar specification. Replacement units can be in the form of new or refurbished units at NOLOGY's discretion.

## **6. Warranties and Indemnity**

- 6.1. Goods may be guaranteed under the manufacturer's product-specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by NOLOGY.
- 6.2. All warranties are immediately null and void in the event of any of the following: (a) failure to use the goods in accordance with the manufacturer's instructions and specifications; (b) goods have been subjected to physical damage, abuse, misuse, alteration, neglect, tampering or improper maintenance; (c) goods have been serviced, repaired, installed by any person not qualified to do

so; (d) goods are not accompanied by the original Tax Invoice; (e) seals on the goods be broken or removed by anyone other than NOLOGY or its appointed nominee.

- 6.3. The warranty will run from the date of invoice.
- 6.4. Lightning and/or surge damage is not covered under the warranty unless otherwise agreed in writing from NOLOGY. This includes lightning and/or surge damage to surge protected power supplies.
- 6.5. Physical and/or liquid damage is not covered under the warranty and all warranties are immediately null and void should any physical and/or liquid damage be detected.
- 6.6. To be valid, warranty claims must be supported by the original tax invoice and the goods must be accompanied by all accessories and power supplies.
- 6.7. NOLOGY specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of NOLOGY shall be considered to be a warranty by NOLOGY. Any such statements made shall not give rise to any liability of whatsoever nature on the part of NOLOGY, its employees, subcontractors or subsidiaries. NOLOGY will not be liable to the CUSTOMER for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss of profits arising out of NOLOGY's performance or customers' use of the goods or services rendered.
- 6.8. No other warranties whether express or implied shall apply, other than those provided in these terms and conditions.
- 6.9. NOLOGY may at its own discretion provide replacement equipment in advance of receiving an indicated warranty claim item back from the CUSTOMER, on an advanced swap basis. Advanced swap will only be offered by prior arrangement with NOLOGY and NOLOGY retains the right to refuse any such services and claims in its sole discretion. Should the warranty claim equipment be returned to NOLOGY, and no fault is found (NFF) NOLOGY will invoice the CUSTOMER in full for the replacement equipment provided.
- 6.10. The CUSTOMER indemnifies and holds NOLOGY (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against NOLOGY by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by NOLOGY.

## **7. Repairs**

- 7.1. Since some repairs are done by the original manufacturer abroad, the CUSTOMER hereby acknowledges that NOLOGY has no control over the time period to repair such goods. NOLOGY shall however, notify the CUSTOMER in writing of the estimated repair time, which shall only be an estimate and shall not be binding on NOLOGY.
- 7.2. In the case of repairs undertaken by NOLOGY, repair quotes given are merely estimates and are not binding on NOLOGY.
- 7.3. NOLOGY's liability in terms of a manufacturer's warranty is restricted to, in NOLOGY or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit.
- 7.4. The CUSTOMER will be informed as soon as repairs have been completed.
- 7.5. The CUSTOMER hereby agrees that any item returned for a repair may be sold by NOLOGY to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the CUSTOMER has been informed that such repairs have been completed.
- 7.6. The onus remains on the CUSTOMER to return any faulty or warranty items and to collect the repaired/replaced units at their own cost.

## **8. Delivery**

- 8.1. NOLOGY reserves the right to charge delivery fees, as and when necessary, on prior notice to the CUSTOMER.
- 8.2. Any delivery note (copy or original) signed by the CUSTOMER and/or its representative and/or its nominated agent and held by NOLOGY shall be prima facie proof that delivery was made to the CUSTOMER.
- 8.3. NOLOGY shall be entitled to split the delivery of the goods ordered in the quantities and on the dates, it decides, with the prior consent of the CUSTOMER, which consent shall not be unreasonably withheld.
- 8.4. In the event of the CUSTOMER choosing to engage its own third party to transport the goods, the CUSTOMER indemnifies NOLOGY against any claims of any nature whatsoever that may arise from such an agreement, or the performance thereof. The CUSTOMER shall reimburse NOLOGY for any costs incurred in arranging such delivery, including but not limited to, the costs of necessary disbursements and insurance. The goods shall be deemed to have been delivered to the CUSTOMER upon collection of the goods from NOLOGY by the third party.
- 8.5. NOLOGY is entitled to engage a third party on its behalf to transport all goods purchased by the CUSTOMER to the delivery address stipulated by the CUSTOMER, and the costs of such delivery and transport shall be for the CUSTOMER'S account in line with NOLOGY standard and current delivery policy at the time.

- 8.6. If the CUSTOMER wishes to receive delivery of the goods by a more expensive method of transportation than that normally used by NOLOGY, the CUSTOMER shall make such request in writing and, in the event that NOLOGY agrees to arrange such special delivery the additional charges shall be for the CUSTOMER'S account.
- 8.7. NOLOGY cannot guarantee that the goods will be delivered on any particular date and time, and the CUSTOMER shall have no claim against NOLOGY in respect of any loss occasioned by any reasonable delay in delivery of any goods ordered and/or services rendered, nor may the CUSTOMER cancel any order by reason of such reasonable delay. A delay which is not due to any fault on the part of NOLOGY shall be deemed to be a reasonable delay.
- 8.8. For time sensitive orders, the CUSTOMER shall collect or arrange its own delivery.
- 8.9. The CUSTOMER must inspect the goods on receipt and be satisfied that the goods conform in all respects to the quality and quantity ordered and are free from any defects.
- 8.10. If the CUSTOMER identifies any goods not conforming with the relevant order in respect of quantity, type, specification, packaging or other external appearance, it shall send a written notice to NOLOGY specifying the details of the objection within 3 (three) business days upon physical receipt of the same, otherwise the goods delivered shall be deemed as conforming with the relevant order.
- 8.11. For deliveries done by NOLOGY, incomplete or partial deliveries must be clearly noted/indicated on the proof of delivery document at the time of receiving delivery of the goods.
- 8.12. All goods taken on an evaluation, approval or demonstration basis or all goods taken on consignment by the CUSTOMER are deemed sold to the CUSTOMER within 10 (ten) working days of issue if not returned to NOLOGY in a perfect condition in the original packaging and with all accessories and manuals intact, unless agreed to in writing by NOLOGY management.
- 8.13. The CUSTOMER undertakes to grant access to NOLOGY, its subcontractors and/or their respective employees to deliver the goods ordered at such premises stipulated by the CUSTOMER for delivery, and neither NOLOGY, its subcontractors nor their respective employees shall be liable for any loss and/or damage caused, whether by negligence or otherwise, to any person and/or property, and/or consequential loss or damages arising from the entry and/or activities of NOLOGY, its subcontractors and/or their respective employees, effecting delivery of the goods ordered.

## **9. Ownership and Risk**

- 9.1. All risk in and to all goods sold by NOLOGY to the CUSTOMER shall pass to the CUSTOMER on delivery or collection thereof. Ownership in all goods sold and delivered shall remain vested in NOLOGY until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the CUSTOMER, or if the CUSTOMER is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy any judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, NOLOGY shall be entitled to take possession of all goods without prejudice to any further rights vested in NOLOGY, and is hereby irrevocably authorised to enter upon the CUSTOMER'S premises to take possession of such goods without a Court order.
- 9.2. Goods in the possession of the CUSTOMER bearing NOLOGY'S name, trademark, labels and/or serial numbers are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by NOLOGY in terms of paragraph 10.1 above. The CUSTOMER shall fully insure all goods purchased from NOLOGY against loss or damage until the CUSTOMER has paid the full purchase price for such goods. Pending payment to NOLOGY for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to NOLOGY.
- 9.3. The CUSTOMER shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of NOLOGY until such time as the CUSTOMER has paid the full purchase price to NOLOGY.

## **10. Breach of Contract**

- 10.1. In the event of a breach of these terms and conditions by the CUSTOMER, should the CUSTOMER fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from NOLOGY, or should the CUSTOMER repeatedly breach these terms and conditions in such manner that the CUSTOMER'S conduct is inconsistent with the intention or ability of the CUSTOMER to carry out these terms and conditions, or if the CUSTOMER is sequestrated or placed under liquidation or enters into judicial management or any act of insolvency, or enters into a compromise with its creditors, or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement, or changes the structure of its ownership, NOLOGY shall be entitled without prejudice to its rights in law or in terms of this agreement to take possession of all goods and is hereby irrevocably authorised to enter upon the CUSTOMER'S premises to take delivery of such goods without Court order.

## **11. Law and Jurisdiction**

- 11.1. These terms and conditions shall be governed and construed under and in accordance with the laws of the Republic of South Africa.
- 11.2. NOLOGY shall, at its option and notwithstanding that the amount of any claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court be entitled to institute any action out of such court these terms and conditions constitute the required consent by the parties to the jurisdiction of the Magistrates Court in accordance with section 45 of the Magistrates Court Act.

- 11.3. A certificate issued and signed by any manager or director of NOLOGY, whose authority need not be proved, in respect of any indebtedness of the CUSTOMER to NOLOGY or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered and/or services provided, shall be prima facie proof of the CUSTOMER'S indebtedness to NOLOGY and prima facie proof of delivery of goods and/or rendering of services in terms of these terms and conditions
- 11.4. The CUSTOMER's address in the Dealer Application form shall be recognised as the CUSTOMER's domicile for all purposes in terms of these terms and conditions whether in respect of the serving of any court process or any notices or communications of whatever nature.
- 11.5. In the event of the CUSTOMER breaching any of its obligations and/or failing to timeously make payment of any amount to NOLOGY, the CUSTOMER agrees to pay, and shall be liable to pay, all legal costs incurred by NOLOGY in enforcing its rights in terms of these terms and conditions on the attorney and own client scale including collection charges, tracing agent's fees and all related costs.
- 11.6. Any document will be deemed duly received by the CUSTOMER:
  - 11.6.1. on being delivered by hand to the CUSTOMER or any director, member of the CUSTOMER; or
  - 11.6.2. at the time of transmission by email and
  - 11.6.3. 48 (forty-eight) hours if sent by overnight courier.
- 11.7. The CUSTOMER agrees that neither NOLOGY nor any of its employees will be liable for any negligent or innocent misrepresentations made to the CUSTOMER, nor shall the customer be entitled to resile from these terms and conditions on those grounds.

## **12. Arbitration**

- 12.1. NOLOGY may refer any dispute arising from or in connection with these terms and conditions to arbitration which arbitration award shall be final and binding on the CUSTOMER and NOLOGY.
- 12.2. The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of SA.
- 12.3. The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.

## **13. Consent to processing of personal information in terms of the Protection of Personal Information Act,4 of 2015 (the "Act")**

- 13.1. During the course of its engagement with the CUSTOMER, NOLOGY will be required to collect, process, transfer and store personal information provided or otherwise made available by the CUSTOMER.
- 13.2. In order for NOLOGY to ensure its compliance with the requirements of the Act it requires certain consents from the CUSTOMER, and as such the CUSTOMER agrees and consents to:
  - 13.2.1. NOLOGY processing any personal information received from the CUSTOMER as is necessary in order for NOLOGY to perform its obligations and/or enforce its rights in terms of any agreements it may have with the CUSTOMER and/or as is authorised in terms of the Act.
  - 13.2.2. NOLOGY processing any personal information received from the CUSTOMER in accordance with (i) the conditions of lawful processing as set out in the Act, (ii) the terms of NOLOGY's Data Privacy and Security Policy (a copy of which is available upon request); and (iii) any other applicable signed agreement entered between the CUSTOMER and NOLOGY. In the event of any conflict or inconsistency, the terms of the consent shall prevail.
  - 13.2.3. NOLOGY processing and/or transferring (including where applicable cross border transfer) any personal information received from the CUSTOMER to an authorised third party strictly in accordance with the terms of the ACT, the above-mentioned policy, and other applicable signed agreement entered into between the parties.
- 13.3. The CUSTOMER warrants, in respect of any and all personal information it provides, or otherwise make available, to NOLOGY, that (i) it has obtained all necessary corresponding consents from the data subject concerned, (ii) all such personal information is accurate and reliable, and (iii) it shall notify NOLOGY in writing of any changes to such personal information.
- 13.4. The CUSTOMER understands that the personal information given in the Dealer Application form may be used by NOLOGY for the purpose of assessing creditworthiness.
- 13.5. NOLOGY has the CUSTOMER's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the Dealer Application form and to obtain any information relevant to the customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time CUSTOMER has dealt with each supplier, type of goods purchased and manner and time of payment.

- 13.6. The CUSTOMER hereby consents to and authorises NOLOGY at all times to furnish credit information concerning the CUSTOMER's dealing with NOLOGY to a credit bureau and to any third party seeking a trade reference regarding the CUSTOMER in his dealings with NOLOGY.

**14. General**

- 14.1. NOLOGY shall be entitled to cede or pledge its interests herein or to trade therewith at its own discretion without the consent of the CUSTOMER. It may also consent to any alteration, release, relaxation or postponement of the terms hereof and such action shall not be binding on the NOLOGY in any way whatsoever unless it has indicated in writing that such action shall be binding.
- 14.2. Under no circumstances shall any supply of goods or services to the CUSTOMER mean or imply that any intellectual property rights are transferred by NOLOGY to the CUSTOMER. No copyright or other intellectual property right shall accrue to the CUSTOMER by virtue of work done for or services rendered to the CUSTOMER by NOLOGY, and all such rights arising from the said work or services shall accrue exclusively to NOLOGY unless otherwise agreed in writing and signed by both parties.
- 14.3. The CUSTOMER shall not under any circumstances, whether directly or indirectly, itself or with or through any other person, persuade, solicit or entice any employee, supplier or other CUSTOMER of NOLOGY to terminate their relationship with NOLOGY, or otherwise significantly prejudice such relationship. The CUSTOMER hereby acknowledges that the aforesaid restraint is reasonably necessary to protect the goodwill and legitimate interests of NOLOGY and will endure for a period of 24 months from the date on which NOLOGY last supplied any goods or services to the CUSTOMER. Should the CUSTOMER breach the provisions of this clause, the CUSTOMER shall then have 7 (seven) days, after receiving written notice from the NOLOGY, in which to remedy the breach by cancelling and/or terminating any relationship it may have with the recruited personnel. The CUSTOMER acknowledges and agrees that the NOLOGY may immediately seek enforcement of this clause by means of specific performance or interdict, and without any requirement to provide a bond or any other security, and the CUSTOMER accepts that it shall be liable for all costs incurred by the NOLOGY in enforcing this clause on an attorney and own client scale. Without derogating from, and in addition to, the above rights of the NOLOGY, the NOLOGY may elect, in its sole discretion, to consent to the CUSTOMER employing such Personnel and in such instance the CUSTOMER shall be liable to pay a once off recruitment fee of 100% (one hundred percent) of the recruited Personnel's annual package including any applicable incentives, bonuses and fringe benefits. The CUSTOMER acknowledges and agrees that any amount to be paid by it under this clause shall be payable within 30 (thirty) days of commencement of such Personnel's appointment by the CUSTOMER.
- 14.4. NOLOGY reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the CUSTOMER from the time that the amended or varied terms are published by NOLOGY.
- 14.5. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual, unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of NOLOGY. No agreement, whether consensual, unilateral or bilateral, purporting or obligate NOLOGY to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of NOLOGY.
- 14.6. No relaxation or indulgence with NOLOGY may grant the CUSTOMER shall prejudice or be deemed to be a waiver of any NOLOGY rights in terms of these terms and conditions.
- 14.7. The CUSTOMER shall not cede its rights nor assign its obligations under these terms and conditions, without the prior written consent of NOLOGY.
- 14.8. The CUSTOMER undertakes to notify NOLOGY within 7 (seven) days of any change of address or change in member, director, shareholder, address or the information as set out in the Dealer Application.
- 14.9. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 14.10. Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 14.11. The CUSTOMER undertakes to inform NOLOGY in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the CUSTOMER business and failure to do so will constitute a material breach of these terms and conditions entitling NOLOGY to cancel the contract without further notice to the CUSTOMER.