

GENERAL TERMS AND CONDITIONS FOR THE SALE AND SUPPLY OF GOODS/SERVICES

1. INTRODUCTION

- 1.1 The purpose of these General Terms and Conditions (hereinafter "CONDITIONS") is to govern the relationship between ZENTEC PTY LTD and/or any of its affiliates ("ZENTEC") and its Customer's in respect of the supply of Goods and Services as carried out by ZENTEC.
- 1.2 These CONDITIONS shall apply to all services rendered by ZENTEC and goods sold, manufactured, installed and/or repaired by the ZENTEC ;
- 1.3 The Customer hereby acknowledges and agrees it is bound by the CONDITIONS as contained herein.

2. SUPPLY

- 2.1 The supplying of the Goods and rendering of Services by ZENTEC is subject to the completion of the Purchase Order by the Customer, the passing of the relevant credit check and receipt of the required payments.
- 2.2 The Goods shall be supplied, and the Services shall be rendered, by ZENTEC on the terms more fully set out in the Quotation.
- 2.3 ~~These CONDITIONS shall be deemed agreed and accepted by the Customer when the Customer accepts a Proposal/Quotation/Budget Quote.~~
- 2.4 The Quotation is subject to the availability of the Products and subject to correction of good faith errors by ZENTEC and the prices quoted are subject to any increases in the cost price, including currency fluctuations before acceptance of the Order.
- 2.5 For so long as the Customer is paying the Invoice amounts to ZENTEC in respect of the Goods and Services, and until such time as all amounts owing in respect of invoiced Goods and materials have been paid in full, ownership of the Goods shall vest in ZENTEC and the Customer shall have no claim of whatsoever nature to the Goods.
- 2.6 The Goods shall at all material and relevant times remain the sole property of ZENTEC until such time as any and all relevant Invoices have been paid to ZENTEC in full and neither the Customer, nor any third party, shall have any claim thereto. The Goods shall be exempt from any landlord's hypothec, lien, pledge or any other form of security or encumbrance that may be proffered by or applicable to the Customer.

3. DELIVERY

- 3.1 Delivery of the Goods shall be deemed to have taken place once collected by the Customer from ZENTEC'S designated address or once delivered by ZENTEC to the address set out in the Purchase Order, as the case may be, unless otherwise specified by the Customer in writing and acknowledged by ZENTEC.
- 3.2 It is the responsibility of the Customer to ensure that an authorised representative is readily available to accept delivery of the Goods on the Completion Date and ZENTEC reserves its right to charge the Customer for any transport or storage related costs expended as a result of the Customer's failure, refusal or neglect to accept delivery of the Goods.
- 3.3 In the event that the Customer defaults on any payment obligation in terms hereof and the Quotation, and ZENTEC is obliged to collect any Goods provided, all reasonable costs related to the transportation of same shall be solely for the Customer's account.
- 3.4 The Customer shall, from the Completion Date, be liable for all risk in and benefit of the Goods and shall accordingly be liable to take out its own insurance over the Goods and ZENTEC shall not be liable for any loss or damage to the Goods once transfer of ownership of the Goods has taken place.
- 3.5 In the event that the date of delivery originally established is delayed by reasons not as result of ZENTEC or for any reason attributable to the Customer, or in the event that the facilities of the Customer do not offer conditions to receive the Goods on the date of delivery, the Customer is aware and agrees that the Goods shall be stored at its own risk at another facility or at ZENTEC's facility, at ZENTEC's discretion and all costs and expenses for such storage shall be fully borne by the Customer, without prejudice to the renegotiation of the terms and conditions of the Supply originally agreed.

4. ZENTEC'S OBLIGATIONS

- 4.1 ZENTEC warrants and undertakes to the Customer that once the conditions precedent have been fulfilled, and against payment of any amounts due, owing and payable in terms of the Quotation (if applicable), ZENTEC shall deliver the Goods to the Customer/proceed with the rendering of any Services as detailed in the Purchase Order
- 4.2 ZENTEC shall evaluate any requirements for changes in the scope of the supply and shall inform the Customer of the additional costs and changes in deadlines to comply with the requirements.
- 4.3 ZENTEC shall have no obligation to provide any licenses, certificates, permits and/or accreditation, of any kind whatsoever, to the Customer, unless otherwise prescribed by law, by-law or applicable regulation;
- 4.4 ZENTEC will timeously advise the Customer of any circumstances or events which may prevent or inhibit ZENTEC in the supply of the Goods and/or carrying out of the Services;
- 4.5 ZENTEC will issue detailed and complete Invoices and statements timeously, where applicable; and
- 4.6 Should any Goods be required to be removed by ZENTEC in order to enable the Goods to be assessed, inspected or repaired, ZENTEC shall not be liable to provide any replacement parts or Goods in the interim.

5. CUSTOMERS OBLIGATIONS

The Customer shall:

- 5.1 provide accurate and detailed information, as requested by ZENTEC in the Purchase Order, and warrants that all information which it has provided is current and accurate and may be relied upon by ZENTEC.
- 5.2 pay for the goods/supply in accordance with the payment term established, all Invoices and any other amount which may become due and owing, in full and within the agreed number of days as set out in the Quotation.
- 5.3 comply with the CONDITIONS and obtain all legal authorizations and/or licenses applicable to the Goods/Supply that are under the Customer's responsibility, including but not limited to those of an environmental or tax nature.
- 5.4 In the event that the delivery and/or installation of the Goods/Supply is ZENTEC's responsibility, the Customer shall make available all logistic equipment necessary in its facilities, ensuring that they are within the necessary specifications in respect of layout, support point, size of facilities, adequate conditions for the volume and weight of the Goods/Supply, and the Customer shall sign all documents required as proof of delivery.
- 5.5 pay the amounts that shall be due upon ZENTEC'S notification of the fulfilment of the agreed milestone, which shall allow the invoicing of the instalment or balance payable in respect of such milestone.
- 5.6 ensure that all conditions and information indicated in the CUSTOMER's technical specification and/or submitted in writing to ZENTEC are correct and complete, being liable for any error, failure or omission
- 5.7 be liable for a late payment penalty fee for all delayed payments.
- 5.8 be liable for VAT payment as per VAT Act 89 of 1991 and applicable regulations.
- 5.9 bear all risks and exposures related to the exchange rate or fluctuation of currency.
- 5.10 use its reasonable endeavours to keep and maintain the Goods in the state at which they were delivered to the Customer's premises, and not do, or omit to do, anything which may result in damage or destruction of the Goods, until such time as ownership has passed in terms hereof;

- 5.11 acquire proper, typical, fair and reasonable insurance from an industry recognized insurance provider in respect of the Goods, provided by ZENTEC, until such time as payment has been made to ZENTEC for same in full;
- 5.12 bring to ZENTEC's attention, as soon as possible, any damage or defect to any of the Goods by dispatching written notice of such damage or defect to ZENTEC and thereafter make all arrangements reasonably necessary to allow ZENTEC to attend at the premises where the Goods are present in order to repair and/or replace any defective or damaged Goods, alternatively to remove the Goods in order to repair same at ZENTEC's premises and thereafter return same to the Customer;
- 5.13 provide all access reasonably required by ZENTEC in order to collect the Goods in circumstances where the Goods have not been paid for in full by the Customer, or the Customer is in breach of any of its obligations contemplated in the Agreement, or this Agreement is terminated for any reason whatsoever prior to the full Invoice, including any interest which has accrued thereon, having been paid in full;
- 5.14 in the event that it believes any Goods to be defective and/or inadequate in accordance with the specifications provided and has advised ZENTEC in writing that certain Goods are in need of maintenance, replacement and/or repair, the customer shall provide ZENTEC a reasonable opportunity to collect and examine the Goods in question and repair, replace or refund the Goods, should same be appropriate in the circumstances. To the extent that the Customer fails to provide ZENTEC an opportunity to examine and repair, replace or refund the Goods, ZENTEC shall bear no liability whatsoever for any defect found and/or repairs effected by a third party.
- 5.15 To the extent that the Customer is not the owner of the premises in or on which the Goods are installed/kept, the Customer shall, immediately after delivery, inform the owner of the premises at which the Goods are being kept, in writing, that the Goods are owned by ZENTEC and is not capable of attachment in satisfaction of any debt owing by the Customer to any third party.
- 5.16 To the extent that the Customer is an entity, ZENTEC may, in its sole and absolute discretion, require that the signatory, or any other shareholder, member, director and/or representative of the Customer, bind themselves as guarantor for the due and timeous fulfilment of any of the Customer's obligations, by concluding a guarantee.
- 5.17 comply with all laws, regulations, orders, embargoes and other applicable export restrictions in order to obtain all necessary export licenses (if applicable). Upon written request by ZENTEC, the Customer shall provide to ZENTEC all information and data proving the compliance by the Customer with all foreign trade regulations applicable to the Goods/Services. It is the sole responsibility of the Customer to comply with the foreign trade regulations applicable.

6. INVOICING AND PAYMENT

- 6.1 Unless otherwise specifically set out herein, Invoices shall be dispatched by ZENTEC, reflecting all amounts owing by the Customer to ZENTEC. All amounts owing shall become due and payable within the agreed number of days as set out in the Quotation.
- 6.2 The Customer is liable for the timeous payment of any and all amounts owing. The Customer shall pay:
 - 6.2.1 the Invoice, as and when same falls due, owing and payable, being within the agreed number of days as set out in the Quotation;
 - 6.2.2 any installation fee or fees, prior to ZENTEC supplying and installing any Goods;
 - 6.2.3 an excess amount or administration fee payable for the repair, maintenance or replacement of any Goods which are damaged or destroyed while in the care of the Customer; and
 - 6.2.4 the Collection Costs and/or Default Administrative Charges, as may be applicable.
- 6.3 The Customer shall be obliged to pay all amounts within the agreed number of days as set out in the Quotation, alternatively, immediately upon demand by ZENTEC for payment where any amount is due, owing and payable.
- 6.4 In the event of any payment being overdue, ZENTEC will be entitled to charge the Customer interest, from the date being the day after the last day for payment as set out in the Quotation, or request for payment, until the date of actual payment, at the currently prevailing prime interest rate (as quoted by any major banking institution within South Africa) plus 2% (two percent).
- 6.5 The Customer acknowledges and agrees that, should it fail to pay any amounts despite demand from ZENTEC, ZENTEC shall be entitled, without any further notification being provided to the Customer, to recover any Goods from the Customer (at the Customer's own cost) and to list the Customer with any recognised credit bureau.
- 6.6 To the extent that the Customer defaults in any payment and/or defaults in any obligations and remains in default of same after having been given 7 (seven) days written notice of such default, and/or to causes or allows a situation to arise wherein ZENTEC in its sole and absolute discretion considers its position as a creditor of the Customer (as will be the case from time to time) in any way prejudiced or threatened, then and in any such event, ZENTEC would, without prejudice to any other rights which it may have had at law and which rights remained strictly reserved, be entitled to accelerate any/all payments and claim immediate payment of any and all amounts due and payable to ZENTEC, notwithstanding that the time of claiming payment as aforesaid, payment of monies would not yet have fallen due.

7. LIMITATION OF LIABILITY

- 7.1 ZENTEC shall use its best endeavours to procure timeous delivery, however, ZENTEC shall not be liable to the Customer for damages arising from any failure by ZENTEC to fulfil any condition, nor will such failure on ZENTEC's part entitle the Customer to cancel the transaction or Agreement. No penalties shall be applied in case of late delivery.
- 7.2 Under no circumstances shall ZENTEC be liable for the reimbursement of loss of profits, indirect or consequential damages, such as, but not limited to, revenue losses, production losses and capital cost of the Customer, its successors, its customers, agents, officers, directors, shareholders and employees, even if proven.
- 7.3 ZENTEC's total liability is restricted and in the event of participation of third parties rendering services to the Customer in a certain project such as, for example, consortium, large construction works or similar, there shall be no joint liability between ZENTEC and the third parties directly or indirectly contracted by the Customer and ZENTEC shall be exempted from all and any liability in relation to interfaces between the goods/services of ZENTEC and other supplies, installations and/or equipment of the Customer.
- 7.4 ZENTEC shall not be liable for damages resulting from an inadequate physical area provided by the Customer to hold the Supply/Goods, the Customer being in charge of providing access through public or private roads up to the agreed place of delivery.
- 7.5 Delays in the Customer's obligations, requests to modify the Supply/Goods (subject to ZENTEC's evaluation and approval), or any events hindering or preventing ZENTEC from supplying the goods/services which are caused by the Customer, its agents, employees and/or any third party, will entitle ZENTEC to suspend and/or modify the schedules/supply at its sole discretion, without any burden or penalties and with no need for a formal notification or communication to the Customer.
- 7.6 Returns, cancellations and change of orders will not be accepted by ZENTEC unless authorized or approved by ZENTEC to be received. Every return, cancellation or change on the orders will be subject to a minimum handling fee of 25% of the goods price, to be paid by the Customer to ZENTEC and the Customer shall be liable for all costs associated with delivery of the Goods to ZENTEC's premises.
- 7.7 It is the sole responsibility of the Customer to determine that the goods/services are suitable for the purposes of intended use and ZENTEC will not be liable for the Customer's incorrect specification given to ZENTEC.
- 7.8 ZENTEC will not be responsible for any loss suffered by the Customer, or by any third party, arising from whatsoever cause, including but not limited to the damage, direct or indirect damages, or delay attributable to defective or substandard goods and/or materials vis major, strikes, lock-outs, cessations of labour, transport or delivery delays, short and hours of labour and/or accidents of any kind. The Customer hereby indemnifies ZENTEC accordingly.
- 7.9 Any applicable warranty conditions for the Goods/Services will be detailed in the quotation. In order to benefit from the warranty, the Customer must comply with the conditions established in the Technical Manuals and Instructions.
- 7.10 The Parties acknowledge that the limitation and other conditions dealt within this clause were fundamental and relevant to determine the price of the Good/Services to be supplied, for which reason they shall prevail over any other provisions to the contrary.

8. INTELLECTUAL PROPERTY

- 8.1 The Parties acknowledge and agree that the Goods supplied are proprietary to ZENTEC and the title thereto is and shall remain vested with ZENTEC at all relevant times.
- 8.2 All applicable rights to patents, copyrights, trademarks, trade secrets, moral rights and any other intellectual property right in and to the Goods or any modifications or derivative works belongs to and shall remain the sole property of ZENTEC.
- 8.3 The Customer acknowledges that the Goods do not provide the Customer with title to or ownership of the Intellectual Property thereof, including any enhancements, updates or other modifications to the Goods.
- 8.4 The violation of intellectual property rights of ZENTEC shall result in the application of civil and criminal penalties contemplated in the applicable legislation, without prejudice to ZENTEC's right to claim reimbursement for losses and damages of any nature.

9. BREACH

9.1 Should the Customer:

- 9.1.1 fail to meet any of its payment obligations, as and when such payment becomes due;
- 9.1.2 take steps to be wound up, liquidated (whether voluntarily or otherwise) or be placed under Business Rescue;
- 9.1.3 take any actions, or fail to take any actions, which has the effect of vitiating (or potentially vitiating) the insurance cover which ZENTEC has in respect of all Goods supplied; or
- 9.1.4 commit any breach of any other provision of these CONDITIONS and fail to remedy same within 7 (seven) days of receipt of notice from ZENTEC calling on the Customer to remedy;
same shall constitute a material breach of these CONDITIONS and, without prejudice to any other rights which ZENTEC may have in law, shall entitle ZENTEC, without providing any notice to the Customer, to terminate the Agreement and recover any and all damages which it may have suffered as a result of such termination, specifically including, by not limited to, immediate payment of the balance of any Invoice amounts and further amounts owing for the remainder of the term of the Agreement.
- 9.2 Termination at any time prior to the expiry of the term agreed shall entitle ZENTEC to recover any and all Goods provided to the Customer, and the Customer shall provide ZENTEC access to the Goods immediately upon demand by ZENTEC.
- 9.3 ZENTEC reserves the right to cancel any accepted Order immediately in the event the Customer breaches one of its material obligations and does not remedy the same within 7 (seven) calendar days after notice of such breach, in which case the Customer shall bear the full price of the Supply already performed by ZENTEC, the costs and expenses that cannot be cancelled by ZENTEC in relation to the goods/supply, a termination fee of ten per cent (10%) of the price of the goods/supply, as well as the reimbursement of legal fees and court expenses which may be necessary in order to collect any payment.
- 9.4 If either Party becomes or is declared insolvent or bankrupt, or otherwise is the subject of any proceedings relating to its liquidation or insolvency, the other Party may, give notice to terminate the supply of goods/services as of a date specified in such notice.
- 9.5 No Order may be cancelled by the Customer without the written agreement of ZENTEC.

10. NOTICE

- 10.1 Each Party chooses as its address for all purposes ("Chosen Address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose, as follows:
 - 10.1.1 ZENTEC: 104 HENRIETTA ROAD, NORWOOD, JOHANNESBURG
 - 10.1.2 THE CUSTOMER: THE ADDRESS AS SET OUT IN THE PURCHASE ORDER
- 10.2 Any notice required shall be valid and effective only if in writing.
- 10.3 Any Party may by notice to the other Party change its Chosen Address to another physical address in the Republic of South Africa and such change shall take effect on the 7th (seventh) day after the date of receipt by the other Party.
- 10.4 Any notice to a Party correctly addressed and sent by courier to it at its Chosen Address; or delivered by hand to a responsible person during ordinary business hours at its Chosen Address, shall be deemed to have been received on the date of delivery.
- 10.5 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent electronic mail shall be an adequate notice to it notwithstanding that it was not sent or delivered to its Chosen Address, provided that receipt is acknowledged.

11. CONFIDENTIALITY

- 11.1 The Customer agrees and acknowledges that:
 - 11.1.1 it may have access to the Confidential Information of ZENTEC, including, but without being limited to, Trade Secrets, know-how and expertise, intellectual property, information relating to the identity of clients, suppliers and licensors of ZENTEC, products, pricing methods and models, trade connections, procedures and its financial and marketing operations;
 - 11.1.2 if any of the Confidential Information were to be given to or used by any competitor or potential competitor of ZENTEC, ZENTEC would be severely prejudiced and could suffer substantial damage and loss; and
 - 11.1.3 because the Customer may have access to the Confidential Information, it is reasonable for the protection of ZENTEC that the Customer shall be restrained from using the Confidential Information, for his own or for anyone else's benefit.
- 11.2 For the reasons stated above, the Customer hereby undertakes that it will not use any of the Confidential Information for its own benefit or for the benefit of anyone else.
- 11.3 The provisions of this clause shall survive the expiration or termination of ZENTEC's business relationship with the Customer.

12. GENERAL

- 12.1 Notwithstanding anything to the contrary herein, the relationship of the Parties shall be governed by the terms of these CONDITIONS, and nothing contained herein shall be deemed to constitute a partnership between them. The Parties shall not by reason of the actions of any one of them incur any personal liability as co-partners to any third party, and no Party shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of partnership.
- 12.2 The Customer hereby indemnifies and holds ZENTEC harmless against all or any loss, liability, damage and expense which ZENTEC may suffer as a result of, or which may be attributable to, any breach by the Customer of any of the warranties or undertakings set out herein, including any legal costs on an attorney and own client scale.
- 12.3 ZENTEC has the right in its discretion to deduct from any amount owing by it to the Customer, any amount owing by the Customer to ZENTEC. However, The Customer shall not be entitled to deduct or set-off from any amount owing by it to ZENTEC, any amount owing by ZENTEC to the Customer.
- 12.4 All fees and charges are subject to change at any time without the Customer's permission being required. ZENTEC shall inform the Customer of any changes to any fees and charges, as well as the date from when these changes are to apply.
- 12.5 No amendment, variation or modification of any of the terms and conditions hereof or any agreement incorporating these terms and conditions shall be of any force or effect unless it is recorded in writing and signed by or on behalf of the Customer and ZENTEC.
- 12.6 No latitude, extension of time or other indulgence which may be given or allowed by ZENTEC to the Customer in respect of any payment or the performance of any other obligations hereunder, shall under any circumstances operate as a waiver or a novation of, or otherwise affect ZENTEC's rights or preclude ZENTEC from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof, nor shall any such latitude, extension of time or other indulgence discharge or otherwise affect the liability of the Customer.
- 12.7 Each Party warrants to the other that it has the power, authority and legal right to sign and perform in terms of these CONDITIONS and these CONDITIONS have been duly authorised by all necessary actions of its directors and/or executive committee, if so applicable, and constitutes valid and binding obligations on it in accordance with the terms hereof.

- 12.8 Any provision herein which is or may become illegal, invalid or unenforceable in any jurisdiction affected hereby shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of these CONDITIONS without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 12.9 All words and phrases importing any one gender includes each of the other genders, for the purposes hereof, all words in the singular shall incorporate the plural, and any reference to a natural person shall include a juristic person, and vice versa.
- 12.10 ZENTEC has the right, without notice, to cede, assign, transfer or make over all or any of its rights and/or obligations in terms hereof to any other person or persons. The Customer shall not be entitled to cede or assign any rights or benefits without ZENTEC's prior written consent.
- 12.11 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to the giving of effect to the terms, conditions and import hereof. The Parties shall at all times during the continuance of their relationship observe the principles of good faith towards one another in the performance of their obligations in accordance with the terms hereof. This implies that they shall at all times during act reasonably, honestly and in good faith and perform their obligations diligently and with reasonable care.
- 12.12 The Customer acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions hereof and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of herein and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the transaction to be concluded between them.
- 12.13 Termination of the supply of the goods/services for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 12.14 The validity of these CONDITIONS, their interpretation, the respective rights and obligations of the Parties and all other matters arising in any way hereof shall be determined in accordance with the laws of the Republic of South Africa. The Parties hereby consent to the adjudication of any dispute by any South African court of competent jurisdiction; in accordance with, and in amplification of which, the Parties hereby specifically consent to the exclusive jurisdiction of such court.
- 12.15 Any costs, including legal costs on a full indemnification basis (failing which, the highest permissible legal tariff), incurred by ZENTEC arising out of a breach by the Customer, shall be borne by the Customer.
- 12.16 These CONDITIONS shall govern all agreements, schedules and/or annexures (past or future) between the Customer and ZENTEC in relation to the supplying of Goods and rendering of Services by ZENTEC and should the provisions of any other agreement concluded between the Parties contradict the provisions hereof, the provisions hereof shall prevail, unless such other agreement is in writing, signed by the parties and specifically excludes the provisions hereof.
- 12.17 The information contained on the Website is provided by ZENTEC and/or its partners, affiliates, owners, subsidiaries, officers, directors, sponsors, advertisers, suppliers or agents without warranty of any kind, expressed or implied, including, but not limited to, any implied warranties of reliability or fitness for any particular purpose. Transactions entered into between the Customer and ZENTEC through the Website will be legally binding.
- 12.18 The PARTIES shall not be held liable for noncompliance with their obligations in the event of a fortuitous act or an event of force majeure, but the PARTY claiming such an event must prove it. The Customer is aware and accepts that under no circumstances may it claim unexpected act or an event of force majeure to exempt itself or limit its obligation to pay amounts due to ZENTEC in the conditions and manners determined.

13. PROTECTION OF PERSONAL INFORMATION

- 13.1 Where applicable, the Parties shall observe and comply with the applicable personal data protection legislation or currently existing or supervening regulatory standards, which may be subsequently edited and are applicable to the protection of personal data, and shall provide sufficient technical and organization safety measures to protect the data against the accidental or unlawful destruction and accidental loss, modification, disclosure or unauthorized access, and against all other illegal forms of processing.
- 13.2 Any security incidents which might occur during the processing of personal data must be immediately notified to the other Party as soon as there is awareness of the fact.
- 13.3 During activities that involve personal data sharing, the Customer, when transferring personal data to ZENTEC, declares it has lawfully and legitimately obtained and carried out the processing of such data, and that it has a valid legal basis to perform such transfer.
- 13.4 ZENTEC shall not be obliged to share personal data with the Customer in the absence of a legal basis to support the data sharing activity.
- 13.5 The Customer hereby indemnifies ZENTEC against any and all claims that may arise as a result of a failure on the part of ZENTEC to comply with any provision of the Protection of Personal Information Act 4 of 2013.

THE CUSTOMER DECLARES THAT IT FULLY UNDERSTANDS THESE CONDITIONS AND ACCEPTS THE CONTENTS HEREOF.