

APPENDIX 4: TERMS AND CONDITIONS: SERVICES

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the services.
3. In the event of a term that deviates from the Terms and Conditions, the Vendor shall only be allowed to invoke such deviating term if and only so far as such deviating term is stated in the Agreement and the Purchaser has agreed in writing to the Agreement.
4. In the event that the Vendor submits a quotation and starts the performance of the Services based on the Purchaser's request for quotation, whereas the Purchaser has not yet accepted the Vendor's quotation, the performance of the Services shall be solely for the Vendor's responsibility and liability and the Purchaser shall not be liable in any way until the Purchaser has accepted the quotation in writing.
5. The Purchaser has the right to change the Terms and Conditions. Any changes to the Terms and Conditions shall take effect upon 14 days' written notice to the Vendor, unless the Vendor informs the Purchaser in writing within 14 days that he does not agree to the change and therefore terminates the Agreement.
6. Parties shall agree on the price for the Services and Deliverables in the Scope of Work. Unless stated differently in the Agreement, the price includes all Services, Deliverables, costs, expenses, taxes and duties.
7. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
8. Any specifications, drawings, information and other materials furnished to the Vendor or funded or paid for by the Purchaser, in whole or in part, shall:
 - a) Remain or become as of the moment of completion thereof, property of the Purchaser,
 - b) Be clearly marked as property of the Purchaser, and

c) Be delivered to the Purchaser promptly on the Purchaser's demand.

9. The Purchaser shall be entitled to suspend its obligations, rescind or terminate the Agreement, in whole or in part, without further notice being required, without prejudice to any other rights or remedies available to the Purchaser under the Agreement or at law, if:

a) The Vendor fails to comply with any obligation of the Agreement;

b) Insolvency or bankruptcy proceedings are instituted against the Vendor (including voluntary insolvency or bankruptcy proceedings);

c) The Vendor is liquidated or dissolved;

d) Any attachment is made over the assets of the Vendor or on its behalf;

e) The Vendor makes an unauthorised assignment for the benefit of creditors;

f) Any other person or entity other than the person or entity having control over the Vendor at the date of the Agreement acquires control over the Vendor; or

g) The Services or Deliverables infringe any other party's intellectual property right.

Special Conditions of Contract:

Signed on behalf of the Purchaser:

Designation: _____

Date: _____

Signed on behalf of the Vendor:

Designation: _____

Date: _____