

TESCOM SA PTY LTD

TERMS AND CONDITIONS

1. DEFINITIONS

1. The following expressions bear the meaning assigned to them below, and cognate expressions bear corresponding meanings:
 - 1.1.1. "Customer" means the person/entity whose order for the Goods and Services is accepted by TESCOM SA.
 - 1.1.2. "Goods" are defined as the subject matter of any order placed by the Customer and accepted by TESCOM SA in Writing.
 - 1.1.3. "Services" are the services described in an order or quotation to be performed in accordance with these terms and conditions.
 - 1.1.4. "Price" is the price of Goods or Services, quoted in Writing by TESCOM SA.
 - 1.1.5. "Writing" includes email or other electronic means of communication, facsimile transmission and comparable means of communication.

2. SCOPE OF APPLICATION

All products supplied and Services rendered by TESCOM SA to the Customer shall be governed strictly and exclusively based on these terms and conditions of sale. These terms and conditions supersede any terms and conditions stipulated by Customer irrespective of that stipulated on a Customer's order.

3. PRODUCT QUALITY, SPECIMENS & SAMPLES

- 3.1 Unless otherwise specifically agreed between the parties in Writing, the quality of the Goods is determined strictly and exclusively in accordance with TESCOM SA's product specifications, from time to time.
- 3.2 The description in respect of the properties and composition of specimens and samples are binding on TESCOM SA only insofar as they have been specifically agreed to in Writing by TESCOM SA to define the quality of Goods.
- 3.3 Any information rendered by TESCOM SA in respect of suitability and application of the Goods shall not relieve the Customer from conducting his own investigations and tests as to the suitability and application of the Goods and the Customer shall have no claim against TESCOM SA for any loss or damage arising therefrom.

4. PRICE

The purchase Price of any Goods or Services supplied or rendered by TESCOM SA shall be the Price reflected in the written quotation sent by TESCOM SA to the Customer from which an order will be generated by the Customer and accepted by TESCOM SA. TESCOM SA reserves the right to change its Prices from time to time as it in its sole discretion deems fit. Quotations are valid for 7 days from date of issue.

5. ORDERS

- 5.1 Orders placed by the Customer for TESCOM SA's Goods or Services, shall be made in Writing to the nominated domicile of TESCOM SA.
- 5.2 Orders shall constitute irrevocable offers to obtain TESCOM SA's Services at TESCOM SA's prevailing fee and/or to purchase the Goods in question at the prevailing Prices of TESCOM SA and shall be capable of acceptance by TESCOM SA through the delivery of Goods and/or provision of the Services or by the written acceptance or confirmation, in the sole discretion of TESCOM SA.
- 5.3 TESCOM SA shall not accept orders that are not written.
- 5.4 In the event that TESCOM SA makes delivery of the Product to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract, invoiced separately as delivered and non-delivery or delay in delivery of any such instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
- 5.5 Should TESCOM SA at its own election and with agreement from the Customer or at the Customer's request agree to engage a carrier to transport Goods to the Customer, such carrier shall be TESCOM SA's agent and TESCOM SA shall engage the carrier on such terms and conditions as it is in its sole discretion deems fit.
- 5.6 Should the Customer at their own election engage a carrier to transport Goods from TESCOM SA, such carrier shall be the Customer's agent and delivery of Goods shall be deemed complete on collection of Goods from TESCOM SA by the Customer's carrier and the Customer indemnifies TESCOM SA against all and any demands and/or claims and/or liability which may arise or be made against TESCOM SA by the aforesaid carrier, or which may be claimed by the Customer out of the transportation of the Goods by the aforesaid carrier.
- 5.7 The Customer will be liable for payment of all fees, charges, expenses and the like due to the said carrier in respect of the transport of the Goods to the Customer as set forth in 5.6.
- 5.8 If the Customer fails to take delivery of the Goods ordered, then the risk in the Goods shall immediately pass to the Customer and the Customer shall be liable to pay TESCOM SA the reasonable costs of storing, insuring and the handling of Goods, until delivery takes place.

6. PAYMENT

- 6.1. Payment in full is to be made prior to the release of Goods or commencement of Services, unless specifically otherwise stated on an official TESCOM SA quotation/proforma invoice.
- 6.2. In all cases where the Customer uses a postal banking, electronic or similar service to effect payment, such Services shall be deemed to be an agent of the Customer.
- 6.3. All Goods remain the property of TESCOM SA until TESCOM SA has received payment in full.

7. CREDIT FACILITIES

- 7.1 The Customer understands that TESCO SA's decision to grant credit facilities to the Customer is at the sole discretion of TESCO SA.
- 7.2 Should any amount not be paid by the Customer on the due date, then the whole amount in respect of all purchases by the Customer shall immediately become due, owing and payable irrespective of the dates when the Goods were purchased and the Customer shall be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% above the prime rate (as defined in 7.3).
- 7.3 The term "prime rate" shall mean the prime overdraft lending rate charged by TESCO SA's bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding.
- 7.4 In the event that any agreement between the Customer and TESCO SA is governed by the National Credit Act 34 of 2005 ("NCA"), then the interest payable by the Customer shall be the maximum interest rate permitted in accordance with the NCA.
- 7.5 The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to TESCO SA for Goods or Services supplied.
- 7.6 TESCO SA may allocate all payments made by the Customer at the discretion of TESCO SA.
- 7.7 TESCO SA reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities shall at all times be in TESCO SA's sole discretion subject to the provisions of Section 68 of the CPA (if applicable). In addition, TESCO SA may request that the Customer provide adequate security in respect of any credit facility.

8. OWNERSHIP & RISK

- 8.1 Notwithstanding that all risk in and to all Goods sold by TESCO SA shall pass on delivery (as set forth in Article 9) and irrespective of whether TESCO SA may not be the distributor of the Goods, ownership of all Goods sold and delivered shall remain vested in TESCO SA until the purchase Price has been paid in full. 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 a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, TESCO SA shall be entitled to take possession of the Goods without prejudice to any further rights vested in TESCO SA, and is hereby irrevocably authorised to enter upon the Customer's premises to take possession of such Goods without an order of court.
- 8.2 The Customer shall have no claim against TESCO SA for any and all losses including but not limited to damages caused due to loss of profits or otherwise occasioned by the removal of Goods from the Customer's premises as aforesaid notwithstanding that such removal was affected without an order of court.
- 8.3 Goods in possession of the Customer bearing TESCO SA's name, trademarks, and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by TESCO SA as set forth in paragraph 8.1.
- 8.4 The Customer shall fully insure the Goods purchased from TESCO SA against loss or damage, until the purchase Price has been paid in full by the Customer. Pending payment to TESCO SA for Goods purchased, the Customer shall cede all benefits in terms of the insurance relating to such Goods to TESCO SA.
- 8.5 TESCO SA shall be entitled to identify its Goods merely by way of packaging and for other distinguishing features. TESCO SA shall not be obliged to identify the Goods by way of serial numbers or any other form of intricate identification.
- 8.6 In the event of Customer processing the Goods before payment is made in full, TESCO SA shall be considered a manufacturer and shall directly acquire sole title to the newly produced product. If the processing involves other materials, TESCO SA shall acquire joint title to the newly produced product in the proportion to the value of the Goods, as invoiced. Upon request by TESCO SA, the Customer shall provide all necessary information regarding the inventory of such Goods and/or newly produced product. Furthermore, upon request by TESCO SA, the Customer shall identify on the packaging of such good and/or newly produced product TESCO SA's title of ownership of the Goods and/or newly produced product, and shall notify its customers of assignment of its claims to TESCO SA.
- 8.7 Uninterruptable power system systems, inverters and batteries (lead acid and lithium ion) carry a high risk of injury i.e. electric shock and/or burns due to the internal, hazardous and live parts components. The equipment is energised from the battery supply, even when the AC power is disconnected. To reduce the risk of electrical fire, burns and electric shock, ensure that the equipment is installed in a temperature and humidity-controlled environment that is free of conductive contaminants. TESCO SA will not be liable for any damages caused or resulting from improper handling and/or installation.
- 8.8 It is the sole responsibility of the Customer to determine that the Goods or Services ordered are suitable for the intended purpose.

9. DELIVERY

- 9.1 Delivery shall be affected as specifically agreed between the parties in Writing. General commercial terms shall be interpreted in accordance with the INCOTERMS in force on the date of the acceptance of the order.
- 9.2 TESCO SA shall have the right to defer delivery of orders, or any other supply agreement entered with the Customer if and for as long as the Customer fails to pay any invoice under one or more of the supply agreements entered with TESCO SA when due.

10 WARRANTIES

- 10.1 All items sold are subject to a "carry in" warranty for 12 months (excluding lead acid batteries and consumables).
- 10.2 No warranty is offered on lead acid batteries under any circumstances.
- 10.3 Battery life span and/or battery autonomy/run times are not guaranteed.
- 10.4 Equipment requiring a permanent connection to a distribution board must be installed and commissioned by an authorised TESCO SA installer. The warranty will be void if this condition is not strictly adhered to.
- 10.5 To validate the warranty on any equipment supplied requiring installation to a distribution board, a copy of the certificate of compliance must be submitted to TESCO SA within 5 (five) days of purchase. Failure to comply will lead to the warranty being void.
- 10.6 Warranty does not cover any defect caused by any accident, abuse, improper installation or operation, overload, lack of reasonable care, loss of parts, tampering or attempted repair by any person not authorised by TESCO SA.
- 10.7 12.8V 100AH S 1.28KWH FL LITHIUM-ION BATTERY covers the TESCO SA 12.8V 100AH lithium series of batteries. The battery is designed for and intended to have a 10-year life span. The battery has a built-in reserve margin capacity to ensure the battery life span is maximised, and the battery is thus rated to deliver at least 100ah of power when new.
 - 10.7.1 The warranty period commences on the date of purchase from TESCO SA as reflected in the relevant TESCO SA tax invoice. TESCO SA warrants that the battery cells will achieve at least 2 years' service life or deliver at least 2500 charge-discharge cycles as counted by the Battery Management System (BMS), which ever event occurs first.
 - 10.7.2 It is required to install an active balancer if the batteries are connected in series. The active balancer ensures that the batteries are equalised and are in a good condition when operating in series. If a balancer is not used when operating the batteries in series, it can negatively affect the performance of the batteries and will void the warranty.
 - 10.7.3 Warranty Conditions:
 1. The Customer's invoice must reflect the serial number of the relevant battery on the TESCO SA invoice. The original invoice (digital or printed) must be provided to TESCO SA to commence a warranty claim.
 2. The battery is intended to be used for standby backup or daily cycling in UPS and Inverter systems including solar Inverters. Other uses for the battery will void the warranty.
 3. A fuse or suitable DC breaker must be installed between the inverter/charger/UPS and the battery or battery bank. Failure to install a suitable rated fuse or DC breaker can damage the battery and will void the warranty.
 4. The battery is intended to be used indoors only. Outdoor use will render the warranty void.
 5. The battery must not have been contaminated with any foreign or corrosive matter. Contamination will void the warranty.
 6. The warranty does not cover damage due to neglect or abuse such as improper installation, freezing, fire, flooding, or any acts of nature.
 7. The warranty does not cover surges or spikes from the inverter or charging device that could damage the battery.
 8. If the battery was installed incorrectly and not according to the manual with correct settings it could result in damage. Incorrect installation and setup will void the warranty.
 9. Incorrect sizing of the inverter, UPS, charger, or solar system can damage the battery and void the warranty.
 10. Batteries must be provided with a refresh charge every 5-6 months, while in storage, prior to final installation.
 11. Warranty will be void if the firmware or Battery Management System (BMS) on the battery has been deliberately tampered with or to try and reset cycle values or any data for warranty evaluation purposes.
 12. If it is found that the battery is being overloaded through large current draws above the intended rating of the battery, which is outside the intended or indicated specification parameters, the warranty will be void.
 13. If the serial number has been tampered with or has been removed from the device the warranty will be void.
 14. Warranty will be void if the Battery Management System (BMS) records (single instance or more) an internal temperature of higher than 55°C.
 15. If the battery is interconnected or mixed with other non- TESCO SA batteries the warranty is void.
 16. If the battery has been opened or serviced by any person other than TESCO SA, the warranty is void.
 17. If the battery has been short circuited or the Battery Management System Battery Management System (BMS) records a Short Circuit event, the warranty will be void.
 18. If the battery is damaged due to incorrect or improper installation or negligence or excessive wear and tear the warranty is void.
 19. If the UPS/inverter damages the battery due to voltage spikes or overloading the battery or incorrect DC voltages are applied to the battery, the warranty is void.
 20. Any damage to the battery caused by peripheral electrical equipment will void the warranty.
 21. The Installer/Client is required to ensure that the batteries are fully charged at least once every 7 days to enable the Battery Management System (BMS) cell balancer to activate and perform cell balancing. This is a necessary step to prolong and protect the cells life. The cell balancer only activates on 100% charge. If the balancer does not activate for an extended period, then the cells could eventually become unbalanced and can cause undercharged cells to degrade in performance and could result in eventual cell cycle life being greatly reduced. If not adhered to, cell cycle life or performance in these scenarios cannot be warranted and the warranty will be void.
 22. While the operating temperature for the battery is designed to be 0 to 55°C, it is required, to sustain the warranty, that the customer keep the battery temperature below 50°C when operating the battery. This is also to maximise the life cycle of the battery. The cycle life is negatively affected by temperatures above 45°C. The cycle life cannot be guaranteed if the battery is operated in sustained or recurring temperatures exceeding 50°C.

23. The battery is fully integrated and contained and is thus non serviceable and not intended to be opened by anyone except authorised service centres. If it has been found that the unit has been tampered with or has been opened or attempted to be opened, the warranty will be void.
24. If the battery cannot be serviced or repaired, a prorated warranty will apply. Any repairs or replacement parts will not extend the original warranty period.

10.8 The integrated Battery Management System (BMS) module is designed to last over 15 years; however, a standard 2-year warranty is provided for the Battery Management System (BMS) and all related probes and sensors.

10.9 Claims Process for 12.8V 100AH S 1.28KWH FL LITHIUM-ION BATTERY:

In the event of a possible warranty claim, the following procedure is required:

- a) Contact your authorised reseller and advise them of the issue.
- b) The reseller must send or arrange with Customer to send the battery to our service centres.
- c) The service centre will evaluate the battery and validate if a claim is substantiated.
- d) The service centre might request additional information, such as site and install location or a site visit etc. from the Customer.
- e) If a claim has been validated, repairs and servicing of the battery will be performed.
- f) Any replaced parts will become the property of TESCO SA.
- g) It is for the Customer to arrange delivery and collection of the unit.

11 DAMAGE IN TRANSIT

11.1 TESCO SA shall not be held responsible or liable for any and all damages incurred during transit when Goods are being transported by the Customer's elected carrier.

11.2 Notice of claims arising out of damage in transit must be lodged by the Customer directly with the carrier within the notification period specified in the contract of carriage and TESCO SA shall be provided with a copy of the notice regardless of who elected the carrier.

11.3 TESCO SA accepts responsibility and liability for the damage of Goods incurred during transit, when such Goods are being transported by TESCO SA elected carrier.

12 BUYER'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Customer shall comply with all applicable laws and regulations regarding import, transport, storage and use of the Goods.

13 LIABILITY

TESCOM SA shall not be liable to the Customer in any manner in the event of impossibility or delay of TESCO SA's supply obligations howsoever arising.

14 SECURITY

If there are reasonable doubts as to the Customer's ability to pay, or if the Customer is in default of its payment obligations, TESCO SA may, subject to further claims, revoke agreed credit periods and make further deliveries dependant on the provision of sufficient security by the Customer.

15 NEGOTIABLE INSTRUMENTS

Acceptance of any negotiable instrument by TESCO SA shall not be deemed to be a waiver of TESCO SA's rights under these Terms and Conditions. In relation to a cheque furnished by the Customer, it waives its right to insist on notice of dishonour or protests being given to it in the event that the cheque is dishonoured.

16 CUSTOMER'S RIGHTS REGARDING DEFECTIVE GOODS

16.1 The Customer must notify TESCO SA in Writing of any defective Goods within 48 (forty-eight) hours of delivery of the Goods.

16.2 If the Goods are defective and the Customer has duly notified TESCO SA in Writing in accordance with 16.1 above, then TESCO SA has the right to either remedy the defects or supply the Customer with replacement Goods, without accepting any liability arising out of such defective Goods.

17 RETURNED GOODS

The Goods sold by TESCO SA are not returnable, save at the sole discretion of TESCO SA. Should TESCO SA in its absolute discretion elect to accept the return of any Goods, the following shall apply:

17.1 All Goods returned must be complete, clean, sealed, undamaged and in their original packaging.

17.2 The value of credit for any returned Goods will be calculated as per original invoice.

17.3 TESCO SA must be notified of relevant invoice, packing slip and batch numbers before any claim will be considered.

17.4 All Goods are to be returned at the Customer's expense and the risk in the Goods remains with the Customer until the Goods are received by TESCO SA. The Customer shall be liable for a handling fee of 10% of the value of the invoice for all Goods returned.

18 BREACH

Should the Customer fail to make any payment of any amount due on the due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit an act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestrated, or in the opinion of TESCO SA has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of

the Customer to comply with any of its current or future obligations in terms of this or any other contract of the Customer with TESCO SA, then TESCO SA without prejudice to and in addition to its other legal remedies shall be entitled without prior notice to the Customer:

- 18.1 cancel this contract or any unfulfilled part thereof without any liability whatsoever, to take repossession of all Goods delivered and remaining wholly or partially unpaid and to retain all amounts paid as liquidated damages or as security pending determination of its claim for damages; or
- 18.2 claim payment of the full Price or the balance thereof as the case may be, and pending payment, without prejudice to its right to claim damages.

19 LEGAL PROCEEDINGS

- 19.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.
- 19.2 The Customer hereby submits to the jurisdiction of Magistrates Court, notwithstanding that the amount of TESCO SA's claim may exceed the jurisdiction of the Magistrates Court.
- 19.3 A certificate issued and signed by any member or manager of TESCO SA, whose authority need not be proved, in respect of any indebtedness of the Customer to TESCO SA or in respect of any other fact, including the fact that such Goods were sold and delivered, shall be prima facie evidence of the Customer's indebtedness to TESCO SA and prima facie evidence of such other fact and prima facie evidence of the delivery of the Goods.
- 19.4 The Customer's physical address as listed on quotation or invoice, shall be recognized as the Customer's domicilium citandi et executandi for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. TESCO SA's chooses its domicile as 1 Big Sky Factory, 19 Drakensberg Drive, Longmeadow West Business Park, Modderfontein, Johannesburg, 1609.
- 19.5 The Customer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges which TESCO SA may incur in taking any steps pursuant to any breach by the Customer or enforcement of these terms and conditions.

20 ARBITRATION

- 20.1 TESCO SA may in its sole discretion refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both TESCO SA and the Customer.
- 20.2 The arbitrator must be a person agreed upon by the parties. Failing the agreement, an arbitrator must be appointed by the Arbitration Foundation of South Africa, who shall then finally resolve the dispute in accordance with the rules of the Arbitration Foundation of South Africa.

21 GENERAL

- 21.1 The Customer acknowledges that it is aware that TESCO SA's dealers and salespersons have no authority to vary these terms and conditions of sale, and TESCO SA assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or salespersons, save as expressly stated in Writing and signed by a manager or a director of TESCO SA duly authorised thereto.
- 21.2 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, shall be of any force or effect unless reduced to Writing and signed by a director of TESCO SA. No agreement purporting to obligate TESCO SA to sign a written agreement to amend, alter, vary, delete, add, or cancel these terms and conditions, shall be of any force or effect, unless reduced to Writing signed by a director of TESCO SA.
- 21.3 No relaxation or indulgence which TESCO SA may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of TESCO SA's right in terms of this agreement.
- 21.4 The Customer undertakes to notify TESCO SA in Writing within a period of 7 (seven) days of any change of address, change in ownership, name change or any changes in information.
- 21.5 The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 21.6 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.
- 21.7 Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms, and conditions applicable to the industry in which TESCO SA conducts business shall be applicable to all dealings between TESCO SA and the Customer.

22 EXPORT SALES

All Prices quoted

- 22.1 shall be exclusive of any other taxation, duty or import that may be imposed by any statutory or quasi-statutory body from time to time.
- 22.2 are in South African Rands currency and based on the rate of exchange applicable and ruling on the date of the quotation and any variation on the quoted rate shall be for the Customer's account.
- 22.3 Are based on the full quantities specified being accepted by the Customer and any variation at the instance of the Customer in the quantity orders shall, in the discretion of the TESCO SA, invalidate the price quoted.
- 22.4 Are exclusive of delivery chargers. Any chargers for export shall be separately quoted in terms of these terms and conditions and shall include transport, insurance and forwarding costs.

22.5 Any variation in the exchange rate after date of quotation, or in Value Added tax and/or any other tax payable from time to time and/or the cost to TESCO SA of any matter relating to delivery, installation, insurance, freight, clearance of Goods from customs and/or authorities, cable reticulation and/or any other matter whatsoever upon which the price quoted has been based shall, insofar as any such variation affects the cost of TESCO SA of complying with the quotation, result in the Price as set out therein being varied in proportion to any such variation and shall be for the account of the Customer. A certificate from TESCO SA's auditors setting out the extent of the variation in respect of any of the aforesaid matters, shall be absolute and conclusive proof thereof and accordingly TESCO SA shall not be obliged to lead any other evidence relating to such variation at any trial at which such variation is placed in dispute. All quotations are valid for 7 (seven) days from date hereof, whereafter they shall lapse and be ipso facto null and void unless TESCO SA has agreed to an extended period of validity in Writing.

23 FORCE MAJEURE

To the extent any incident or circumstance beyond TESCO SA's control (including natural occurrences, war, strikes, lockouts, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government and any event beyond the control of TESCO SA that prevents TESCO SA from performing its obligations), reduces the availability of Goods from the plant from which TESCO SA receives the Goods such that TESCO SA cannot fulfil its obligations under this agreement, TESCO SA shall:

23.1 be relieved from its obligations to the extent that TESCO SA is prevented from performing such obligations and

23.2 have no obligation to procure goods from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, TESCO SA is entitled to withdraw from the agreement/sale without the Customer having any right to compensation

24 DISCLOSURE OF PERSONAL INFORMATION

The Customer consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act No 4 of 2013 ("the POPI Act") and any regulations passed thereunder, as may be amended from time to time, for the purposes as may be set herein.

25 NATIONAL CREDIT ACT

In the event that the National Credit Act ("the NCA") applies to any transaction between TESCO SA and a Customer, then-

25.1 If any provision of these terms and conditions conflict with the NCA, such conflicting terms and conditions shall not apply.

25.2 TESCO SA and the Customer shall conclude an agreement in compliance with the NCA and TESCO SA shall not be obliged to deliver any Goods or provide any Services until such agreement is signed.

25.3 The costs and charges which TESCO SA is entitled to recover from the Customer shall be the maximum allowed by the NCA and TESCO SA shall be obliged to comply with the NCA before instituting any legal proceedings against the Customer.

26 CONSUMER PROTECTION ACT

If any provisions of these terms and conditions conflict with the Consumer Protection Act such conflicting terms and conditions shall not apply.

27 PROMOTION OF ACCESS TO INFORMATION ACT OF 2000 (PAIA)

If any provisions of these terms and conditions conflict with the Promotion of Access to Information Act such conflicting terms and conditions shall not apply.

28 NOTICES

28.1 Any notice or communication required or permitted to be given shall be valid and effective only if in Writing and if received or deemed to be received by the addressee as stipulated in 25.2 and 25.3.

28.2 Any notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).

28.3 Any notice to a party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.