

1. DEFINITIONS

In this Agreement, unless a contrary intention clearly appears, the following words and expressions shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

- **“Affiliate”** means in relation to a party, means any person which is:
 - Controlled by that party;
 - Controls that party; or
 - is under common Control with that party;
- **“Agreement”** means collectively the Purchase Order, these terms and any annexure or schedule for the delivery of Goods and/or Services;
- **“Applicable Law”** in relation to a party, shall include any and all; statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, standards, guidelines, treaties, policies, notices, practices, administrative interpretations, directions, decrees, judgments, awards or requirements which have been duly enacted, issued or promulgated by any authority having jurisdiction in the Territory;
- **“Appropriate Technical and Organisational Measures”** mean with respect to a given goal, the technical and organisational efforts that a reasonable person in the position of the processor would use to achieve that goal as quickly, effectively, and efficiently as possible;
- **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in the relevant Territory;
- **“Claims”** means all claims, losses, damages, expenses, causes of action, events, suits, judgments and liability of every kind, including without limitation all expenses of litigation, court costs and reasonable attorney's fees arising from this Purchase Order or the Goods and/or Services provided hereunder;
- **“Control”**, means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided always that the direct or indirect ownership of more than 50% (fifty percent) of the voting share capital of a Person will be deemed to constitute Control of that Person and “Controlling” and “Controlled” shall have corresponding meanings;
- **“Goods”** includes the equipment, materials or other items specified in the Purchase Order, including design, delivery, installation, inspection and testing required to be completed or performed in connection with the goods;

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

- **“Incoterms”** rules or International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law. Incoterms rules are intended primarily to clearly communicate the tasks, costs, and risks associated with the transportation and delivery of goods. Incoterms inform sales contract defining respective obligations, costs, and risks involved in the delivery of goods from the seller to the buyer;
- **“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, trade dress, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software (source or object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- **“MULTILINES”** means the means the MULTILINES INTERNATIONAL LIMITED entity recorded on the Purchase Order as the party issuing and entering into this Agreement;
- **“Personal Data”** means any information about a living human being, provided that someone is capable of identifying them from that information, more specifically any information relating to an identified or identifiable natural person (**‘Data Subject’**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - **“Personnel”** means any director, employee, or other person who works (permanently or temporarily) under the Supplier’s supervision or person who renders services to the processor for purposes of the processor obligations under this Agreement as their agent, consultant, contractor, or other representative;
 - **“Process”** and **“Processing”** means doing anything with Personal Data, including gathering it, disclosing it, or combining it with other information;
 - **“Purchase Order”** is the standard MULTILINES document describing the Goods and/or Services to be provided by the Supplier and stipulating the price payable by MULTILINES to the Supplier within the contracted payment terms;
 - **“Services”** includes the work, services or other items specified in the Purchase Order, including design, delivery, installation, inspection and testing required to be completed or performed in connection with the services;

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

- **“Supplier”** means the company executing this Purchase Order with MULTILINES or providing Good and/or Services to MULTILINES. The Supplier shall include its parent or affiliated companies and their respective officers, directors, employees, and subcontractors;
- **“Taxes”** means all forms of taxes, duties, imposts, charges, withholdings, rates, levies and any other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition; and
- **“Territory”** means the country in which the Goods and/or Services will be provided.

2. APPLICABILITY

- This Agreement will apply to transactions where a written agreement has not been executed and signed by both parties. If a written agreement has been executed and signed by both parties, then the terms set out in the written agreement shall apply to that transaction and relationship between the parties.
- If there is a conflict between this Agreement, the standard terms and conditions affixed to the Purchase Order and/or the terms and conditions set out in any annexure or schedule identified in the Purchase Order, including that accompanying the purchase order from the vendor (where applicable), then these standard terms and conditions will prevail, unless expressly indicated otherwise in the Purchase Order.

3. APPOINTMENT AND COMMENCEMENT

- MULTILINES appoints the Supplier and the Supplier accepts such appointment to provide the Goods and/or Services with effect of the issue of the Purchase Order (**“Commencement Date”**), on a nonexclusive basis, for the duration of the Purchase Order on the terms of this Agreement.
- Each Purchase Order will be regarded as a separate, indivisible Purchase Order.
- The Supplier acknowledges and agrees that MULTILINES may engage any other party to supply Good and/ or Services of a similar nature to the Goods and/or Services being supplied by the Supplier in terms of this Agreement.

4. GOODS AND/OR SERVICES

- MULTILINES may request the Supplier to provide the Goods and/or Services from time to time and on acceptance of the quotation provided by the Supplier, MULTILINES will issue a Purchase Order for the Goods and/or Services.
- *For physical Goods*, the Purchase Order will specify the nature and quantity of the Goods, price,

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

point(s) and date(s) of delivery. The price includes all applicable Taxes and/or duties, packaging, loading and securing the goods on the carrier's equipment at the shipping point.

- *For Services*, the price agreed will be indicated on the Purchase Order along with a full description of Services including term of Services, completion date, and all Taxes and duties applicable. MULTILINES shall not accept any Services other than that specified in the Purchase Order.

5. NON-COMPLIANCE WITH PURCHASE ORDER

5.1. The Supplier will notify MULTILINES in writing within 48 hours of receipt of a Purchase Order if it cannot comply with any part of the Purchase Order and state the reasons therefore. In such event, MULTILINES will be entitled, but not obliged to withdraw the Purchase Order in whole or in part, and the Supplier will have no claim of whatsoever nature against MULTILINES. If the Supplier does not notify MULTILINES as aforesaid, the Supplier will be bound to supply the Goods and/or Services in accordance with the Purchase Order and these terms and conditions as well as any direction by MULTILINES in relation to the Purchase Order.

5.2. The Supplier shall complete its obligations in terms of this Agreement by the delivery dates specified, or within 7 (seven) days of MULTILINES 's written demand after a reasonable time has elapsed if no delivery date is specified in the Purchase Order. Delays in the Supplier's performance or delivery due to defaults of MULTILINES in meeting its obligations under this Agreement as a result of acts of God, or, strikes or other similar causes beyond the Supplier's control ("**Force Majeure Occurrence**"), which the Supplier could not have reasonably prevented or foreseen, shall be excused. In such event, the Supplier shall promptly notify MULTILINES of any such delay and at no additional cost to MULTILINES, the Supplier shall take all reasonable steps to honour this Agreement. The date of delivery or performance will be extended for a period equal to the duration of the delay, but the Supplier shall not be entitled to any additional compensation for such delay. In the event that Force Majeure Occurrence delays delivery more than 30 (thirty) days from any scheduled delivery date, MULTILINES shall have the right to cancel the Purchase Order or any part thereof. In the event that the time of delivery is not affected by a Force Majeure Occurrence or MULTILINES 's default, then the failure by the Supplier to deliver the Goods and/or Services, by such specified delivery date or within 7 (seven) days of MULTILINES 's notice if no such delivery date is specified, shall permit MULTILINES to cancel this Agreement or any part thereof without any cost to MULTILINES.

6. PRICE

6.1. The Supplier shall provide the Goods and/or Services at the price set out in the Purchase Order and corresponding invoices.

6.2. The price is inclusive of all costs, taxes, charges, vehicle service costs or liabilities incurred by the

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

Supplier in providing the Goods and/or Services and cover all of the Supplier's obligations under this Agreement.

6.3. The price shall be fixed and not subject to adjustments unless otherwise mutually agreed between the Supplier and MULTILINES in writing and noted on the Purchase Order. Variations between exchange rates ruling at the time of acceptance of the Purchase Order and the time of delivery of the Goods and/or rendering of the Services will be at the Supplier's own risk. The Customer will pay the fixed purchase price as indicated on the Purchase Order and will not be liable for any other costs whatsoever and howsoever arising.

7. INVOICE AND PAYMENT

7.1. The Supplier must issue invoices to MULTILINES for the payment of the fees, as set out in the Purchase Order, which to the extent that the provision of the Goods and/or Services have been completed shall be paid by MULTILINES within 30 (thirty) days from the date of receipt of the relevant tax invoice and statements by MULTILINES.

7.2. MULTILINES shall not be liable for any interest for late payments unless expressly agreed in writing by MULTILINES. MULTILINES may refuse payment if it contests the validity of an invoice or statement or if MULTILINES is dissatisfied with the Goods and/or Services supplied or any part thereof. The Supplier indemnifies MULTILINES against all losses, Claims, liabilities, damages or expenses which MULTILINES may incur or be exposed to as a result of, or which may be attributable to any liability of the Supplier for any and all Taxes in respect of payments made in terms of the Purchase Order.

7.3. Should MULTILINES be dissatisfied with the Goods and/or Services rendered or any part thereof, at any time, during the Term, it may, on written notification to the Supplier, withhold payment of the fees or any part thereof to the Supplier until the dispute in relation thereto is resolved. Should the Parties be unable to resolve the dispute within 10 (ten) Business Days, then the Parties shall refer such matter for dispute resolution in accordance with clause 24.

8. WITHHOLDING TAXES

8.1. MULTILINES may, in relation to any payment it is required to make to the Supplier, withhold from that payment any amount it is required to withhold as Tax under the Applicable Law of the Territory concerned.

8.2. If any consideration paid to the Supplier by MULTILINES under or in connection with this Agreement is paid free of withholding tax, and at any time after such payment, MULTILINES becomes aware (either by notification from a regulatory authority or otherwise), that an amount of Tax should have been withheld from

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

such payment, MULTILINES will be entitled to recover from the Supplier that amount of Tax and any subsequent amount MULTILINES may be required to pay to a regulatory authority for failing to withhold (including any amounts required to be withheld). Such payments must be paid to MULTILINES within 30 (thirty) days of receipt of notice from MULTILINES.

9. OWNERSHIP AND RISK

9.1. The Supplier warrants good title to all Goods, free and clear of any and all liens, restrictions, reservations, security interests, encumbrances and Claims of others.

9.2. Irrespective of the earlier passage of title, and unless specified to the contrary in the Purchase Order the risk in the Goods shall not pass to MULTILINES until physical delivery of the Goods has been made to MULTILINES at MULTILINES 's specified point of delivery and acceptance of the goods by an authorised MULTILINES representative or as per agreed Incoterms 2010 ® stipulated on the Purchase Order. Acceptance of the delivery by MULTILINES shall not constitute a waiver of any warranty.

9.3. Ownership to all Goods shall pass to MULTILINES on delivery by the Supplier at the location specified by MULTILINES, or on the terms as set out in Purchase Orders from time to time.

10. DELIVERY

The following clause will apply to the delivery of purchased of Goods.

- Unless expressly excluded in the Purchase Order, the Supplier will be liable for the delivery of the Goods to a location as nominated by MULTILINES and shall appoint and pay a carrier to transport the Goods. To this extent, any carrier transporting the Goods will be deemed to be the agent of the Supplier.
- If the Goods are being imported, the Supplier will at its own cost obtain and maintain all necessary import and export permits. The Supplier will provide MULTILINES with copies of all such permits upon request thereof. The Supplier will furthermore be responsible for all costs relating to import clearance, import duties and taxes, delivery and insurance of such goods.
- All documents, cases, crates, packages and the like must be clearly marked or labelled with the order number specified on the Purchase Order and all Goods will be appropriately packaged so as to prevent damage to the Goods.

11. REQUIREMENTS, SPECIFICATIONS AND SERVICE LEVELS

The Supplier acknowledges that time is of the essence to provide the Goods and/or Services and

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

will provide the Goods and/or Services in accordance with the requirements, specifications and/or service levels as set out in the Purchase Order.

12. CHANGES

12.1. MULTILINES shall have the right to make changes to the requirements for the Goods and/or Services. If such changes affect either the delivery date or price of the Goods and/or Services, an equitable adjustment to the price and/or delivery date shall be mutually agreed between MULTILINES and the Supplier to reflect such change.

12.2. The Supplier shall continue work during any discussion concerning such change and shall implement such change if directed to do so in writing by MULTILINES. Additional compensation or changes to the delivery date shall only be made if agreed to in writing by MULTILINES. If the Supplier believes a change has been made (that was not mutually agreed upon), the Supplier shall give MULTILINES notice of such change within 7 (seven) days after it has occurred (or the Supplier became aware of the change), failing which it shall be deemed that the Supplier has waived any claim for an adjustment in price or delivery time for the Goods and/or Services.

13. WARRANTY

The Supplier warrants that all Goods and/or Services will from the date of delivery:

- meet the requirements specifications and/or service levels as set out on the face of the Purchase Order;
- to the extent applicable, comprise new materials and be in good working conditions on the date of delivery thereof;
 - be free from defects in material and workmanship;
 - be fit for the purpose intended or represented and will conform with all relevant requirements of any statute, law, regulation or legal requirement which may be in force in the Territory; and
- it has the necessary expertise, experience, resources and infrastructure to provide the Goods and/or Services in accordance with industry practice.
- These warranties are in addition to any other express, implied and/or statutory warranties applicable to the provision of the Goods and/or Services.

14. REJECTION AND REMEDY

14.1. If within 3 (three) months from date of delivery or within 6 (six) months from date of first intended use, whichever occurs first, MULTILINES discovers any breach of any warranty as to the Goods and/or Services, then the Supplier shall promptly repair or replace the Goods and/or re-perform the Services in

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

question after MULTILINES 's written notice of breach, without cost to MULTILINES. If the Supplier fails, after 7 (seven) days' notice, to adhere to the notice, then MULTILINES may repair or replace such Goods or re-perform the Services and charge all related costs to the Supplier without prejudice to any warranties herein.

14.2. In addition, if emergency repairs are required, not allowing time for the Supplier to make such repairs where defective goods will affect operational capabilities, MULTILINES may nevertheless proceed and make such repairs or replacements and charge the cost to the Supplier. The Supplier warrants for a period equal to the end of the initial warranty period, to correct defects in the Goods and/or Services that the Supplier has repaired or replaced.

14.3. MULTILINES shall have the right to inspect the Goods and/or Services at any time. MULTILINES 's failure to inspect the Goods and/or Services shall not: affect its's right to reject non-conforming or defective Goods and/or Services; and/or constitute acceptance of the Goods and/or Services if MULTILINES reasonably determines that all or a portion of the Goods and/or Services are nonconforming or defective or of low quality and standard and not fit for purpose.

15. BRIBERY

Each party undertakes to the other party that it has, throughout the negotiation of this Agreement, and will continue during the course of this Agreement to:

- comply with (and shall procure that each person associated with it who is performing under this Agreement shall comply with) all applicable anti-bribery laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977, the U.K. Bribery Act 2010 and any other applicable anti-bribery and corruption laws ("**the Anti-Bribery Laws**"), in respect of the performance of this Agreement;
- have, and maintain in place adequate policies and procedures, to ensure compliance with the Anti Bribery Laws (and shall procure that persons associated with it in connection with this Agreement, or other persons who are performing services on its behalf in connection with this Agreement shall have, and shall maintain, such policies and procedures);
- be responsible for (and shall ensure) the observance, performance and compliance with the Anti Bribery Laws by each person associated with it who is performing in connection with this Agreement and shall be directly liable to the other party for any breach by such persons of any of the Anti-Bribery Laws; and immediately report to the other party:

Any knowledge or suspicion of any violations by the party, its officers, employees, or any person associated with it of any of the Anti-Bribery Laws; or

- any requests or demands for any undue financial or other advantage of any kind received

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

by the party in connection with the other party's continued business.

- Each party warrants and represents that neither it nor any of its officers, employees, or, having made reasonable enquiries, so far as it is aware, other persons associated with it in connection with this Agreement:
- have been convicted of any offence involving bribery, corruption, fraud or dishonesty;
- have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws; or
- have been or is involved in any activity which may violate the Anti-Bribery Laws in respect of the conduct of business processes and/or negotiations that resulted in the conclusion of this Agreement.

Notwithstanding anything to the contrary in this Agreement, a breach by a party of any of its obligations under this clause shall entitle the other party to forthwith terminate this Agreement upon written notice to the other party and to claim such damages as it may have suffered as a result of such breach.

16. CONFIDENTIALITY

16.1. All information and data acquired ("**Confidential Information**") directly or indirectly by the Supplier from MULTILINES relating to this Agreement or in connection with the performance of this Agreement, excluding information or data in the public domain through no default of the Supplier, shall be held strictly confidential and not be reproduced or used for any purpose unrelated to the Purchase Order or disclosed to any third party without MULTILINES 's written consent.

16.2. The Supplier agrees that such Confidential Information will be treated as private and confidential and be safeguarded in accordance with the highest legal standards.

16.3. The provisions of this clause shall survive the termination and expiry of this Agreement.

17. INDEMNITY

The Supplier indemnifies and keeps indemnified MULTILINES from and against any claim, legal suit, liability and losses of whatsoever nature suffered or incurred by MULTILINES under contract, delict, breach of duties (statutory or otherwise) or any other basis and howsoever arising as a result of:

- a negligent, fraudulent or wrongful act or omission by the Supplier under or in relation to this Agreement;
- the Supplier breaching or failing to comply with any Applicable Law (or MULTILINES being held liable or deemed to have breached or failed to comply as a direct result of a breach or failure by the Supplier);
- any breach by the Supplier of any of the terms, conditions, representations or warranties contained in this Agreement; and

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

- a claim that the manufacture, use or sale of any Goods and/or Services, or any part thereof supplied, constitutes infringement of any patent, trademark, copyright or other proprietary right of others.

The foregoing provision shall not apply to any Goods and/or Services, or any part thereof, to the extent of being manufactured to designs furnished or required by MULTILINES or to the extent that the loss, damage, liability, cost or expense is directly attributable to the fraud, wilful default or gross negligence of MULTILINES.

18. INSURANCE AND LIMITATION OF LIABILITY

18.1. The Supplier will obtain and maintain for the duration of this Agreement comprehensive insurance cover for the provision of the Goods and/or Services.

18.2. MULTILINES will not in any manner whatsoever be liable to the Supplier in respect of any losses which may be suffered and/or incurred by the Supplier arising from or in connection with the supply and/or delivery of Goods and/or Services or in any other way related to this Agreement, except to the extent that such losses are due to the fraud, wilful default or gross negligence of MULTILINES. Notwithstanding anything to the contrary herein contained, MULTILINES shall under no circumstances whatsoever be liable to the Supplier for any consequential, incidental, indirect, punitive or special damages in connection with or arising out of this Agreement, howsoever caused, including without limitation loss of business and loss of profits.

19. SUSPENSION AND TERMINATION

Suspension:

In the event of a breach by either Party of any of the obligations under this Agreement, this Agreement, including payment of any fees, shall be suspended pending discussions and agreement between the parties on how to resolve the matter. To this end this Agreement will only recommence once the parties have reached written agreement on how resolve the matter. Should the Parties fail to reach an agreement, MULTILINES may elect to terminate this Agreement as set out herein.

Termination:

This Agreement may be terminated in writing by MULTILINES, if:

- the Supplier breaches any provision hereof and fails to remedy such breach within 30 (thirty) days of written notice to do so (or if it is not reasonably possible to remedy the breach within the period stipulated herein, within such further period as may be reasonable in the circumstances and agreed to with MULTILINES);

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

- or immediately, if the Supplier becomes insolvent or is declared bankrupt or is placed under provisional or final liquidation (other than for the purposes of a *bona fide* corporate restructuring) or under provisional or final receivership or judicial management.
- In addition to the foregoing, MULTILINES reserves the right to terminate this Agreement for its

convenience at any time for any reason on written notice to the Supplier. In such event, the Supplier

will be paid for all Goods and/or Services authorised and satisfactorily performed, delivered or received prior to said termination.

20. EFFECTS OF TERMINATION

Upon termination:

- each party will immediately cease any and all use of any Confidential Information and/or Intellectual Property and will return to the other party all Confidential Information of that party in its possession or under its control which is capable of being so returned and each party will immediately delete, erase or destroy (and certify such deletion, erasure or destruction) all Confidential Information and/or marks of the other party in its possession which is not capable of being returned to the other party;
- MULTILINES will pay the Suppliers the fees due and owing to the Supplier for Goods and/or Services provided until the date of termination; and the Supplier shall refund MULTILINES any fees received for Goods and/or Services not delivered within 14 (fourteen) days of termination.

21. ASSIGNMENT

- The Supplier shall not be entitled to cede, delegate, assign, or in any other manner dispose of or transfer any of its rights or obligations in terms of this Agreement, without the prior written consent of MULTILINES, which consent will not be unreasonably withheld or delayed.

- MULTILINES shall be entitled to cede, delegate, assign, or in any other manner dispose of or transfer any of its rights or obligations in terms of this Agreement to its Affiliates, without the prior written consent of the Supplier.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

- This Agreement shall be interpreted, construed and enforced in accordance with the Applicable Laws of the Republic of Uganda.
- The parties shall refer disputes to the senior management of the parties for resolution failing which within 10 (ten) days of the date of such referral, the dispute will be referred for arbitration which will be governed by the arbitration rules of the leading commercial arbitration body in the Territory

MULTILINES INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS VER. 2021

("Rules") in force from time to time, which Rules are deemed to be incorporated by reference into this clause.

- The arbitration shall be held at such location as MULTILINES may specify in writing, in the English language in front of a single arbitrator appointed in accordance with the Rules.
- The arbitrator's award shall be final and binding on the parties.
- Notwithstanding the foregoing, nothing in this clause shall be construed as precluding either party from applying to court for an interim interdict or other relief of an urgent nature. For these purposes, the parties hereby consent and submit to the exclusive jurisdiction of the courts in the Territory.
- The provisions of this clause shall survive the cancellation or termination of this Agreement for any reason.

23. DOMICILIUM

- The parties choose for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses as set out in the Purchase Order.
- Unless the contrary is proved by the addressee, any notice to a party -
delivered by hand during ordinary business hours at such party's chosen physical address shall be deemed to have been received on the day of delivery; or
- sent by email during ordinary business hours to such party's chosen email address shall be deemed to have been received on the date of despatch.
- Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen physical or email address.

24. SEVERABILITY

In the event any provision, clause, sentence or part of this Agreement is inconsistent with or contrary to any Applicable Law, same shall be deemed to be modified to the extent required to comply with said law (it being the intention of both parties to enforce to the fullest extent all terms of this Agreement) and as so modified, this Agreement shall continue in full force and effect. In the event any such provision, clause, sentence or part of this Agreement cannot be modified to comply with the Applicable Law, then said provision, clause, sentence or portion of this Agreement shall be deemed to be deleted from the Agreement and the remaining terms and conditions shall remain in full force and effect.

25. SUBCONTRACT

The Supplier shall not subcontract the whole or portions of this Agreement without the prior written consent of MULTILINES. The Supplier shall be responsible for the acts or defaults of any subcontractor, his agents or employees, as if they were the acts or defaults of the Supplier.

27. NON-WAIVER

No failure by a party to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future.

28. RELATIONSHIP

It is specifically recorded that the business operated by each party is separate from that operated by the other and the only relationship between the parties will be that of supplier and customer. No agency, employment, partnership, or joint venture will be deemed to exist between the parties by virtue of this Agreement and neither party will have the authority to act for or by the other, unless otherwise provided for by this Agreement (and if so provided, to the extent provided for in these terms and conditions).

29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with herein. Each of the Parties confirms that in entering into this Agreement it has not relied upon any representation, warranty or undertaking (whether contractual or otherwise) not recorded herein, and accordingly may not, and waives the right to, rely on any provision or representation (which allegedly induced that Party to enter into this Agreement) not expressly contained in this Agreement. Nothing in this clause has the effect of limiting or restricting any liability of a Party arising as a result of any fraud.

30. NO STIPULATION FOR THE BENEFIT OF A THIRD PERSON

Save as is expressly provided for elsewhere in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a stipulation alter) which, if accepted by the person, would bind any Party in favour of that person.