5. DELIVERY

ii) Unless otherwise agreed in writing, the Customer shall not acquire any rights in or to the intellectual property referred to in Condition 8(i).

6. SPECIFICATIONS

ii) Any mention in any brochure or advertisement of suitable applications or expected performance of any equipment or software shall not be regarded as a guarantee of performance by AARD or imply that any such applications or expected performance in respect of any such equipment or software shall necessarily be achieved by the Customer in practice.

7. TRAINING AND CERTIFICATION

iii) Training will be held on weekdays in normal business hours.

8. INTELLECTUAL PROPERTY

iv) AARD shall not be liable for any losses, costs, damages or expenses (including consequential or indirect losses or damages) suffered or incurred by the Customer as a result of failure to meet the quoted estimated dispatch date or any revised dispatch date.

9. RETURN OF ELECTRICAL EQUIPMENT

i) AARD shall accept intellectual property in any written form in which it may be submitted by the Customer and not limit itself to those described herein.

10. WARRANTY

v) All other costs, charges and/or commissions incurred when payment of the whole or part of the contract price is effected shall be paid by the Customer.

11. IMPORT REQUIREMENTS

iii) AARD does not warrant that any such Goods or Services will be suitable for or will perform in any particular jurisdiction to which they are put in converting the alternative currency to South African Rands.

12. RISK AND TITLE

i) The Customer shall be responsible for obtaining any import license certificate of origin or other documentation for the importation of the Goods.

13. GOVERNING LAW

ii) All matters relating to the formation and performance and discharge of any contract incorporating these terms and conditions shall be governed by the law of the Republic of South Africa.