





does not allow pick up of these Parts within fourteen (14) days, then Miraclon shall charge the Customer for the equivalent price of the Parts due for return at Miraclon's then current rates.

6.3.2. Restrictions.

6.3.2.1. Customer's employees

8.4.2.7. Miraclon installs self-installable Equipment at the Customer's request; or

8.4.2.8. replaced Parts are not returned as directed by Miraclon.

Consumables pricing changes. This clause is only applicable in the absence of any price inflation clause in the Agreement.

Notwithstanding any provision to the contrary in the Schedule - Consumables and subject to a prior written notice of minimum thirty (30) days to the Customer, Miraclon may at any time increase the price of the Consumables.

Without prejudice to the Schedule - Consumables, all prices quoted are also exclusive of any temporary surcharge that Miraclon, to cover any significant increases in fuel, tariffs or transportation or raw material costs to Miraclon, reserves the right to introduce at any time with minimum thirty (30) days prior written notice to the Customer.

Prices charged are those ruling at the date of ordering.

The Equipment prices do not include, and the Customer shall pay for: (i) costs for additional tools or equipment (e.g. crane, forklift and in general costs for transport of the Equipment from deposit area to installation area); (ii) VAT; (iii) export or import duties or other customs charges,





Neither Party is liable to the other Party for losses, damage, detention, or delays, or will be responsible if its performance becomes commercially impracticable, due to causes beyond the reasonable control of that Party, including without limitation strike, lockout, labor disputes or shortages, riot, revolution, mobilization, war, epidemic, pandemic, transportation difficulties, difficulties in obtaining necessary materials, manufacturing facilities, or transportation, working difficulties, machine breakdowns, accidents, fires, floods or storms, failure of suppliers, acts of God, sabotage, civil unrest, government imposed restrictions or embargoes, acts of civil or military authority, Applicable Law, inability to obtain material, hardware or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by the other Party or third parties (collectively “”). In the event of delay in performance due to Force Majeure, any dates set out in the Agreement, or these Miraclon T&C’s, will be postponed by such period as may be reasonable necessary to compensate for delay.

The Customer shall comply with all sanctions and export control laws and regulations to the extent that they apply to the Customer.

Any amendment or modification to the Agreement or these Miraclon T&C’s shall be made in writing and signed by authorized representatives of both Parties or shall be of no effect.

The failure or delay of Miraclon in exercising a right or remedy does not constitute waiver of them or any right to subsequently enforce them.

If any part of the Agreement or these Miraclon T&C’s is held unenforceable, the validity of the remaining provisions will not be affected.

. The terms of the Agreement and these y