

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. Such changes will be reflected in revised invoice prices. Prices charged are those ruling at the date of ordering.

5.6. The prices herein 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, when and if applicable and (iv) storage and rigging. Further charges as referred to in the Agreement, including Sections 11.2 and 12.2 of these Miraclon T&C's, may also apply.

5.7. Any grant of credit facilities is conditional on Miraclon receiving payment on or before the date set out on Miraclon's invoice and Miraclon may withdraw credit facilities forthwith if payment is not made on or before the due date, in which case payment of all outstanding amounts will immediately become due and payable. Miraclon reserves the right at any time and without notice to adapt Customer's credit facility. The Customer shall give notice to Miraclon of deterioration of Customer's financial condition.

5.8. Custoeofor

in the Schedule - Equipment, Software and Professional Services, classroom Training will be conducted at Miraclon's premises, and the Customer shall be responsible for all travel, living and other costs incurred in connection with the Training.

8.3. The Customer shall ensure that all safety information provided by Miraclon relating to the Products is passed on to the Customer's employees, contractors and representatives or Product users. The Customer shall not alter, mask or remove any safety information from the Goods.

9. Restriction on the Resale of Goods.

The Customer represents that it is purchasing the Products as a professional end-user. Except as otherwise provided by law, the Products may only be

15.4. The Customer authorizes Miraclon to use its affiliates, suppliers and subcontractors including for data processing, hosting and storage purposes, provided that Miraclon remains responsible for the quality of the Services and the affiliates', suppliers' and subcontractors' compliance with the Privacy Laws as applied to data processors.

15.5. The Customer authorizes Miraclon to collect equipment and software data (possibly including Personal Data) from Customer's devices used for the purposes of the Agreement.

16. Exclusions and Limitation of Liability.

16.1. Nothing in the Agreement and in these Miraclon's T&Cs shall affect any liability which Miraclon may have in respect of the death of, or personal injury to, any person resulting from Miraclon's negligence or operate to limit or exclude any liability for fraud or fraudulent misrepresentation or other liability