

THESE ARE THE TERMS AND CONDITIONS ON WHICH MIRACLON WILL SUPPLY THE CUSTOMER WITH THE EQUIPMENT, THE SUPPORT SERVICES AND THE CONSUMABLES. THE CUSTOMER AGREES TO BE BOUND BY MIRACLON'S TERMS AND CONDITIONS CONTAINED BELOW.

6.3.1.4. Any Parts due for return will be packaged by the Customer and Miraclon shall arrange collection of these Parts. If the Customer does not allow pick up of these Parts within fou

- 8.4.2.5. emergency weekend on-call Support Services are provided;
- 8.4.2.6. the Customer has no internet connectivity as requested by Miraclon;
- 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.

8.5. 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

or electrical stress, (vii) improper storage or

14. Confidentiality.

14.1. The Receiving Party shall use Confidential Information received solely for the purposes of performing its obligations in accordance with the terms of the Agreement and these Miraclon T&C's.

14.2. The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professional advisors, agents or subcontractors but only to the extent necessary for the performance of its obligations under the Agreement and these Miraclon T&C's. The Receiving Party shall ensure that any third party to whom it discloses the Confidential Information shall be informed of the confidential nature of the information and be bound by obligations of confidentiality on terms no less onerous than those set out in these Miraclon T&C's.

14.3. The provisions of this Section 14 shall not apply to any Confidential Information:

14.3.1. to the extent that it is or comes into the public domain otherwise than as a result of a breach of the Agreement or these Miraclon T&C's by the Receiving Party;

14.3.2.

(iv) carry out its obligations through Miraclon affiliates without restriction.

18.3. Force Majeure. 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,