

Savex Technologies Private Limited
Terms and Conditions of Invoice

These Terms and Conditions of Invoice ("**Terms**") govern the sale, supply, licensing, facilitation and/or provision of Products and Services by Savex Technologies Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 124-B, 12th Floor, Maker Chambers III, Nariman Point, Mumbai 400 021, Maharashtra, India ("**STPL**"), to the person or entity identified as the customer in the applicable quotation, purchase order accepted by STPL, order acknowledgement, statement of work, delivery document or invoice ("**Customer**").

For the purposes of these Terms: (a) "**Products**" means hardware, equipment, accessories, components, software licences and any other goods supplied, distributed, licensed, procured or facilitated by STPL; (b) "**Services**" means subscriptions, cloud services, support, implementation, installation, professional services and any other services provided, resold or facilitated by STPL; (c) "**OEM**" means the applicable original equipment manufacturer, software publisher, licensor, cloud or service provider, principal or other third-party supplier; and (d) "**Business Day**" means any day other than a Saturday, Sunday or public holiday in Mumbai, Maharashtra.

These Terms are intended to apply primarily to business to business transactions. Nothing contained in these Terms shall exclude, restrict or limit any right, remedy, obligation or liability that cannot lawfully be excluded, restricted or limited under applicable law.

1. ACCEPTANCE:

By accepting the sales invoice, the customer explicitly acknowledges and agrees to comply with the terms and conditions outlined therein. This acceptance serves as a formal agreement between the Customer and STPL, indicating a mutual understanding of the specified terms governing the products or services detailed in the invoice. Any payment, receipt, or acknowledgment related to the invoice signifies the customer's acceptance of the terms and the establishment of a contractual relationship with STPL.

2. DELIVERY / INSTALLATION:

- 2.1 STPL is dedicated to promptly delivering the ordered goods from any of our warehouses or branches across India, making every effort to adhere to the agreed-upon delivery schedule.
- 2.2 The products are considered delivered upon receipt by the customer or their duly authorized representative.
- 2.3 STPL, functioning solely as a distributor, is not responsible for the installation of purchased products/services unless explicitly agreed otherwise. Customers are advised to engage directly with the respective OEMs for proper installation.
- 2.4 In cases of third-party delivery facilitated by STPL to locations specified by the customer, the transit insurance risk, delivery confirmation, and dispute resolution with the third party are the sole responsibility of the customer. STPL acts as a facilitator, emphasizing customer oversight and responsibility.
- 2.5 STPL is committed to ensuring a seamless delivery process. For any delivery concerns or special requirements, customers are encouraged to communicate directly with our dedicated customer support team for timely assistance and resolution.
- 2.6 Leveraging our extensive network and logistics capabilities, STPL aims to provide customers with efficient and reliable delivery services. In the face of unforeseen circumstances affecting the delivery schedule, customers will be promptly informed, with efforts made to mitigate the impact.
- 2.7 STPL prioritizes customer satisfaction, welcoming feedback on the delivery process. Customers are encouraged to share experiences, concerns, or suggestions, allowing STPL to continually enhance services and meet customer expectations effectively.
- 2.8 In the case of ex-warehouse delivery, it is compulsory for the customer that the material should be picked up by the customer within 2 working days from the date of invoice. Failure to do so may result in STPL reserving the right to impose additional warehousing charges. The transfer of risk in such cases will also be considered effective from the date of the invoice. Additionally,

the responsibility of such goods with regards to Risk of Loss, Theft, and Damage would be transferred to the customer from the date of the invoice.

3. TERMS OF PAYMENT:

- 3.1 Payment due under this invoice shall strictly adhere to the mutually agreed-upon terms indicated in the payment column of this Invoice. Any outstanding payment after the specified due date shall attract an interest rate of 18% per annum. This interest accrues from the due date of the agreed payment terms until the actual payment is received.
- 3.2 Customers are required to process payments against this invoice through secure and traceable methods. Acceptable modes include Bank drafts, Cheques crossed A/c payee, RTGS (Real Time Gross Settlement), NEFT (National Electronic Funds Transfer), or ACH (Automated Clearing House). These payments must be made in favor of "Savex Technologies Private Limited." For added convenience, payments can be submitted locally to the branch that processed the respective orders.
- 3.3 STPL retains the right to initiate legal recourse for the recovery of outstanding amounts in the event of delayed payments beyond the agreed-upon terms.
- 3.4 STPL is explicitly authorized to offset any deposit or credit balance held by the customer within STPL against any debit balance or overdue payments. This ensures efficient and transparent financial transactions.
- 3.5 In the absence of specific details, Savex reserves the right to employ the FIFO (First In, First Out) method for offsetting outstanding bills against payments received.

4. ADDITIONAL TERMS FOR SERVICES DELIVERED:

This specific term exclusively governs services facilitated by STPL, particularly Software as a Service (SAAS). It is crucial to clarify that the terms dictating these services are solely determined by the policies, agreements, and conditions set by individual service providers. STPL acts as a facilitator and distributor in these transactions, and customers should be aware that subscription services are intricately tied to the terms specified by these providers. STPL lacks the authority to initiate cancellations on behalf of customers, and cancellation processes adhere to the stipulations of relevant service providers.

In subscribing to services through STPL, customers assume the responsibility of conducting due diligence. It is imperative to thoroughly review and comprehend the terms, policies, and conditions outlined by individual service providers. STPL, as an intermediary, encourages customers to make informed decisions based on their understanding of the commitments made by service providers. Additionally, it is crucial to acknowledge that STPL does not guarantee the performance of the services rendered. The efficacy, quality, and outcomes are contingent solely on the capabilities and commitments of the service providers. While STPL endeavours to connect customers with reputable service providers, it neither endorses nor assumes responsibility for the specific outcomes of the services. Customers are encouraged to assess the reliability, performance, and suitability of the services offered by engaging directly with the service providers.

Further STPL maintains the discretionary authority to suspend or terminate software services promptly and without notice in instances of misuse, unauthorized access, non-payment or any violation of the specified terms. The customer bears the responsibility for ensuring that their use of the software aligns with applicable laws and regulations. Any legal consequences arising from non-compliance are the sole liability of the customer.

Additionally, the customer is strictly prohibited from engaging in the reverse engineering, decompiling, or disassembling of any software provided by STPL. Any attempt to contravene this prohibition constitutes a blatant violation of intellectual property rights. It is crucial for the customer to recognize that STPL bears no responsibility for any loss of data, disruptions, or damage resulting from the customer's usage of the software. The customer is obliged to indemnify STPL, assuming responsibility for any losses or liabilities incurred due to their actions or breaches.

5. REPOSSESSION:

STPL retains the first lien on the goods supplied herein until the full payment is received, emphasizing the timeliness of payment as a crucial aspect of this transaction/contract.

In the event of the customer failing to pay the full amount by the due date of the invoice, STPL reserves the right to repossess the sold goods. STPL's personnel or its duly authorized representative shall have the entitlement to enter the customer's premises and perform necessary, expedient, usual, and proper actions to reclaim the said sold goods.

6. CUSTOMER TAX INFORMATION ON THE INVOICE:

Under the Goods and Services Tax (GST) regulations, input credit is allowed based on the GST number reported by STPL. STPL includes your tax details including GSTN as per the information provided by you. Upon receiving the delivery of goods, the customer should thoroughly check the invoice accompanying the goods and ensure that all particulars, including tax number (GSTN), address, etc., as mentioned on the invoice, are correct in all respects.

In the event of any discrepancy noticed by the customer, it is the customer's responsibility to inform STPL within 24 hours of receipt of the invoice for necessary corrections.

Additionally, the E-Invoice details, including price and discounts, as appearing on the invoice, are deemed final and binding on the customer. In the event of any mismatch in the price, discount, etc., the customer is requested to promptly inform Savex within 24 hours of receipt of this invoice.

7. UPDATION RESPONSIBILITY:

The Customer shall ensure that all information provided to STPL, including its legal name, GSTIN, tax registration details, billing and delivery addresses, contact details, bank details, authorized signatories and details of persons authorized to place orders or collect Products, is complete, accurate and current.

The Customer shall promptly notify STPL in writing of any change to such information at ho_ic@savex.in or at such other email address as may be notified by STPL. STPL shall be entitled to rely upon the information available in its records until it has received and had a reasonable opportunity to process the Customer's written notification.

The Customer shall be responsible for any additional cost, failed delivery, tax exposure, penalty or direct loss incurred by STPL due to any inaccurate, incomplete or outdated information supplied by the Customer, except to the extent caused by STPL's own act or omission.

8. TAXES AND STATUTORY COMPLIANCE:

STPL applies relevant taxes, including GST, as per its interpretation for product and service sales. It is imperative for customers to independently consult their advisors for clarity on tax interpretation. STPL disclaims responsibility for any interpretation discrepancies and recommends seeking professional advice.

Further, the customer commits to complying with state/central government liabilities, inclusive of levies imposed by local authorities. E-Way Bill responsibility rests with the customer unless expressly agreed otherwise. Timely and accurate E-Way Bill generation, aligned with regulations, is the customer's responsibility. Any non-compliance or negligence resulting in legal consequences is solely the customer's responsibility. STPL is not liable for consequences arising from non-compliance or E-Way Bill issues, except as expressly agreed in writing. This consolidated stance ensures customer diligence in tax interpretation and government compliance, promoting clarity and accountability.

9. DISPOSAL OF GOODS:

In the event of the Customer's failure to take delivery as per the agreed terms and conditions herein, STPL shall be entitled to sell or dispose of the said goods on account and at the risk of the Customer. This may be executed either through a public auction or by private bargain without providing prior written notice to the Customer. The proceeds from such sale shall be applied towards the outstanding amount owed by the Customer. STPL reserves the right to recover any remaining balance from the Customer in the event of a shortfall in covering the outstanding obligations through the proceeds of the sale.

10. EXECUTION OF THE ORDER:

Execution of the order will be carried out in strict accordance with these terms and conditions provided by STPL. Any deviations or modifications to these terms must be explicitly communicated and approved by STPL in writing. Please send such communications for approval to ho_ic@savex.in and mark cc to the respective branch managers' email IDs. Kindly note that approval from any other unauthorized email addresses or sources will not be considered valid.

11. PRICING AND ADDITIONAL CHARGES:

Unless explicitly stated otherwise in this invoice, the prices quoted are Ex. Warehouse of STPL and do not include any additional charges.

The customer is responsible for the payment of various charges, including but not limited to those levied by local government authorities, freight, forwarding, insurance, packing, levies, cess, permitted charges, Central or State Government Taxes, and any other applicable fees. These charges are not included in the quoted price Ex. Warehouse and are payable by the customer wherever required.

12. GOODS INSPECTION AT DELIVERY:

The Customer or their duly authorized representative shall inspect the packaging of the ordered goods at the time of delivery. No claims shall be entertained by STPL on any ground whatsoever thereafter. It is the responsibility of the Customer to thoroughly examine the delivered packaging upon receipt and report any discrepancies or issues immediately. Failure to do so will be considered as an acknowledgment that the packaging was received in satisfactory condition and in accordance with the order. Please note that any issues related to the goods themselves are the responsibility of the OEM and are governed by the OEM's replacement policy. Further, the Customer's signature on the physical invoice further confirms the acceptance of the delivered goods and their condition at the time of receipt.

13. RETURNS AND CANCELLATIONS:

Products once sold or supplied shall not be returnable or exchangeable without STPL's prior written approval.

No Product shall be returned unless STPL has issued written return authorization and the Customer complies with the return instructions specified by STPL. Any approved return may be subject to inspection, OEM approval, restocking charges, freight, insurance, handling charges, reduction in market value and other reasonable conditions communicated by STPL.

Activated, registered, customized, specially procured, opened or used Products, software licenses, subscriptions and non-cancellable OEM commitments shall not be returnable or refundable.

Any credit note shall be issued only after receipt and inspection of the returned Products and, where applicable, receipt of the corresponding credit from the OEM or supplier.

14. WARRANTY:

Products shall be covered only by the warranty, if any, provided by the applicable OEM, manufacturer, software publisher or service provider and subject to its applicable terms, exclusions, registration requirements and warranty procedures.

STPL may, to the extent reasonably possible, assist the Customer in submitting a warranty, repair or replacement request to the applicable OEM. However, STPL shall not be responsible for any delay, rejection, limitation or failure by the OEM to honour a warranty claim.

Where STPL has expressly agreed in writing to directly provide installation, implementation, support or other Services, STPL's obligations shall be limited to those specifically stated in the applicable quotation or statement of work.

Except to the extent expressly agreed in writing or required under applicable law, STPL gives no additional representation or warranty, express or implied, including any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose.

15. WAIVER:

No failure, delay or omission by STPL in exercising any right or remedy shall operate as a waiver of that right or remedy.

Any waiver shall be valid only if made in writing by an authorized representative of STPL and shall apply only to the specific matter for which it is given. A waiver of one breach shall not constitute a waiver of any subsequent or continuing breach.

STPL's rights and remedies under these Terms, an accepted order and applicable law are cumulative.

16. FORCE MAJEURE:

STPL shall not be liable for any delay or failure to perform its obligations to the extent caused by an event beyond its reasonable control, including any act of God, natural disaster, epidemic, pandemic, war, terrorism, civil disturbance, labor disruption, fire, accident, explosion, shortage of materials, transportation disruption, cyber incident affecting third-party infrastructure, governmental action, import or export restriction, or failure or delay by an OEM, supplier or service provider caused by such an event.

STPL shall make reasonable efforts to mitigate the effect of the force majeure event and resume performance when reasonably practicable.

A force majeure event shall not excuse or delay the Customer's obligation to pay for Products already delivered, software licenses or subscriptions already activated, non-cancellable OEM commitments made against the Customer's order, or Services already performed.

17. GOVERNING LAW, PAYMENT RECOVERY AND ARBITRATION:

17.1 These Terms and every transaction between STPL and the Customer shall be governed by and construed in accordance with the laws of India.

17.2 Notwithstanding anything contained in these Terms, the following matters shall be excluded from the scope of arbitration:

- (a) any claim by STPL for recovery of the price of Products or Services, unpaid invoices, interest, taxes, charges, collection costs or any other amount payable by the Customer;
- (b) enforcement of any cheque, bill of exchange, promissory note, guarantee, security, undertaking, acknowledgement of debt or payment arrangement;
- (c) proceedings under the Negotiable Instruments Act, 1881, the Micro, Small and Medium

Enterprises Development Act, 2006, applicable insolvency law or any other statutory recovery or enforcement remedy; and

- (d) any application for interim, injunctive, protective or conservatory relief.

STPL may initiate and continue any such proceeding directly before any competent court, tribunal, statutory authority or other forum without first commencing or completing arbitration.

- 17.3 Any dispute arising out of or relating to these Terms or a transaction, other than a matter excluded under Clause 17.2, which is not resolved through good-faith discussions within fifteen days after written notice of the dispute, shall be referred to and finally resolved by arbitration by a sole arbitrator mutually appointed by the parties. If the parties do not agree upon the arbitrator within thirty days after receipt of a written request for arbitration, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended.
- 17.4 The seat and venue of arbitration shall be Mumbai, Maharashtra. The arbitration shall be conducted in English. The arbitral tribunal shall determine the allocation of arbitration costs and reasonable legal expenses in its award.
- 17.5 Subject to any mandatory jurisdiction prescribed under applicable law, proceedings referred to in Clause 17.2 may be initiated before any competent court, tribunal or statutory authority. The courts at Mumbai shall have exclusive jurisdiction over arbitration related proceedings and other matters to the extent such courts otherwise have jurisdiction under applicable law.

18. STPL's IDENTITY AS DISTRIBUTOR:

STPL is expressly acknowledged as a distribution company, specializing in the distribution of Information Communication and Technology (ICT) products sourced from various manufacturers or Original Equipment Manufacturers (OEMs). It is crucial to emphasize that, unless explicitly identified as the manufacturer on the packaging label and formally agreed upon by STPL in writing, STPL does not engage in the direct manufacturing of the products it distributes.

19. NOTICES:

All official notices, requests, or communications directed to STPL shall be submitted in writing and deemed duly given when delivered personally, or three (3) business days after being mailed by certified or registered mail, postage prepaid, return receipt requested. Alternatively, notices may be sent electronically to the official email address provided by STPL, with confirmation of receipt requested. It is the responsibility of the Customer to ensure that notices are sent to the correct and updated contact details of STPL.

20. CONFIDENTIALITY:

- 20.1 Each party shall keep confidential all non-public commercial, financial, technical or business information received from the other party in connection with the transaction and shall use such information only for performing or enforcing the relevant transaction.

Confidential information shall not include information which the receiving party can demonstrate:

- (a) is publicly available other than through a breach of confidentiality;
- (b) was lawfully known to it before disclosure;
- (c) was independently developed without use of the confidential information; or
- (d) was lawfully received from a third party without restriction.

A party may disclose confidential information to its employees, affiliates, OEMs, suppliers,

professional advisers, auditors, insurers, banks, financiers, subcontractors and service providers who require the information for the relevant transaction and are subject to appropriate confidentiality obligations. Disclosure may also be made where required by law, regulation, court order or a governmental authority.

These confidentiality obligations shall continue for three years after completion or termination of the relevant transaction. Trade secrets shall remain protected for so long as they retain their confidential nature.

20.2 Data Protection:

The Customer confirms that it is authorized to provide STPL with the personal data of its employees, representatives, end customers and other individuals whose information is submitted in connection with an order. STPL may collect, use, store and share personal and transactional data for order processing, credit assessment, delivery, OEM registration, licence activation, support, warranty administration, regulatory compliance, fraud prevention, payment collection and management of the business relationship. Such information may be shared, where reasonably necessary, with OEMs, suppliers, logistics providers, service providers, affiliates, professional advisers, insurers, banks, financiers and statutory or regulatory authorities, subject to applicable law. STPL shall process personal data in accordance with applicable data protection law and its privacy policy available at www.savex.in, as updated from time to time.

21. INTELLECTUAL PROPERTY:

All patents, copyrights, trademarks, trade names, software, documentation, designs, specifications, processes, reports, portals, materials and other intellectual property relating to the Products or Services shall remain the property of STPL, the applicable OEM or their respective licensors.

Except for the limited right to use the Products or Services in accordance with the applicable transaction documents and OEM terms, no ownership right or intellectual property licence is transferred to the Customer.

The Customer shall not copy, modify, reproduce, remove proprietary notices from, reverse engineer, misuse or infringe any intellectual property belonging to STPL, an OEM or any third party.

The Customer shall indemnify STPL against third-party claims, losses and reasonable costs arising from any infringement caused by the Customer's unauthorised use, modification, resale or distribution of the Products or Services or by any materials, specifications or instructions provided by the Customer.

22. THIRD-PARTY BENEFICIARIES:

Except as expressly stated in an accepted order or applicable OEM terms, these Terms are for the benefit of STPL and the Customer only, and no other person shall have any right to enforce them.

Nothing in these Terms shall make any affiliate, director, shareholder, employee or representative of the Customer personally liable for the Customer's obligations unless that person has separately assumed such liability under a written guarantee, indemnity or other binding instrument, or such liability arises under applicable law.

An assignee of an invoice or receivable shall be entitled to enforce the assigned payment obligation in accordance with the applicable assignment.

23. INDEMNITY AND LIMITATION OF LIABILITY:

23.1 Customer Indemnity

The Customer shall indemnify and hold harmless STPL, its affiliates and their respective directors, officers and employees against third-party claims, losses, damages, penalties and reasonable legal costs arising from:

- (a) the Customer's breach of these Terms or applicable OEM terms;
 - (b) unlawful, unauthorized or improper use, resale or distribution of Products or Services;
 - (c) inaccurate information or instructions provided by the Customer;
 - (d) any representation, warranty or commitment made by the Customer to an end customer without STPL's written authority; or
 - (e) infringement caused by materials, data, specifications or content supplied by the Customer.
- 23.2 To the maximum extent permitted by law, STPL shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential loss or for any loss of profit, revenue, business, opportunity, goodwill, anticipated savings or data arising out of or relating to the Products, Services or any order, whether in contract, tort or otherwise.
- 23.3 STPL's total aggregate liability arising out of or relating to any particular Product, Service, order or invoice shall not exceed the amount actually paid to STPL for the specific Product or Service giving rise to the claim.
- 23.4 Where a claim relates to an OEM warranty, license, subscription, cloud service or third-party service, STPL's responsibility shall, to the extent permitted by law, be limited to passing through to the Customer any replacement, refund, credit or other remedy actually made available to STPL by the applicable OEM or supplier.
- 23.5 Nothing in these Terms shall exclude or limit liability for fraud, wilful misconduct or any liability which cannot lawfully be excluded or limited.

The limitations applying to STPL shall not limit the Customer's payment obligations, indemnity obligations, liability for breach of confidentiality, infringement of intellectual property rights, unauthorized use of Products or Services, fraud or willful misconduct.

24. ETHICAL BUSINESS CONDUCT:

The Customer shall comply with all applicable laws relating to anti-bribery, anti-corruption, prevention of money laundering, sanctions, export controls, competition, data protection and environmental compliance in connection with the purchase, resale, distribution and use of the Products and Services.

The Customer shall not directly or indirectly offer, promise, authorize or provide any improper payment, benefit or advantage in connection with any transaction involving STPL.

The Customer shall provide such end-user, end-use, KYC, sanctions and compliance information as STPL or the applicable OEM may reasonably require.

STPL may suspend or cancel an order where it reasonably believes that continuing the transaction may violate applicable law, an OEM compliance requirement or expose STPL to material regulatory or reputational risk.

25. AMENDMENTS AND MODIFICATIONS:

STPL may revise these Terms from time to time by publishing an updated version on its website or otherwise notifying Customers.

Unless a change is required by applicable law, the revised Terms shall apply only to orders accepted by STPL on or after the effective date of the revised Terms.

The terms applicable to an order already accepted by STPL shall not be materially amended except by written agreement between STPL and the Customer.

26. NO VERBAL COMMITMENT POLICY:

- 26.1 No oral statement, discussion, promise, estimate, assurance or understanding shall vary an accepted order or impose an additional obligation on STPL unless confirmed in writing by an authorized representative of STPL.
- 26.2 The Customer shall not rely on any representation concerning price, delivery, returns, warranty, performance, credit, support or other material matter unless it is included in STPL's accepted written transaction documents.
- 26.3 The accepted quotation, order acknowledgement, applicable statement of work, invoice, these Terms, applicable OEM terms and any separately executed agreement constitute the transaction documents governing the relevant order. In the event of inconsistency, the following order of precedence shall apply: (a) a separately executed supply agreement; (b) STPL's accepted quotation or order acknowledgement (c) the invoice; (d) these Terms; and (e) the Customer's purchase order. Applicable OEM terms shall govern the licence rights, permitted use, warranty, technical support, subscription conditions and OEM-specific restrictions relating to the relevant Products or Services.
- 26.4 STPL may assign or transfer: a) an invoice or receivable to a bank, financier or factoring provider; b) its rights or obligations to an affiliate or as part of a business transfer; or c) performance obligations to an approved subcontractor, provided that such assignment or subcontracting does not materially reduce the Customer's express contractual rights.
- 26.5 The Customer shall not assign, novate or transfer an accepted order or any of its rights or obligations without STPL's prior written consent. Any purported assignment or transfer made without such consent shall be ineffective against STPL.
- 26.6 Electronic communications, electronic records, portal acceptance and electronic signatures may be used to evidence an order, acceptance, approval or amendment to the extent permitted by applicable law.
- 26.7 Headings are included for convenience and shall not affect interpretation.

27. CANCELLATION, CUSTOMER DEFAULT AND INSOLVENCY:

- 27.1 The Customer may not cancel, reduce, reschedule or suspend an accepted order without STPL's prior written consent. Any consent may be conditional upon payment of OEM charges, cancellation charges, restocking charges, currency loss, transportation costs and other non-recoverable costs incurred by STPL.
- 27.2 An accepted order for specially procured, configured, customised, activated, registered, licensed or subscription-based Products or Services shall remain payable where STPL has made a non-cancellable commitment to an OEM or supplier in reliance on the Customer's order.
- 27.3 STPL may suspend performance or cancel the undelivered or unactivated portion of an order if the Customer:
 - (a) fails to pay an amount when due;
 - (b) commits a material breach and, where the breach is capable of remedy, fails to remedy it within seven Business Days after notice;
 - (c) becomes insolvent, enters liquidation, has a resolution or insolvency application admitted against it, ceases or threatens to cease business, or makes an arrangement with creditors;
 - (d) provides materially inaccurate credit, KYC, end-user or compliance information; or
 - (e) causes STPL reasonably to believe that continued performance may violate law or expose STPL to material credit or compliance risk.
- 27.4 Cancellation or suspension shall not affect accrued rights, the Customer's payment obligations, or STPL's right to recover loss and non-cancellable commitments caused by the Customer's

default.

28. RELATIONSHIP AND AUTHORITY:

- 28.1 STPL and the Customer are independent contracting parties. Nothing in these Terms creates a partnership, joint venture, fiduciary relationship, employment relationship or agency between them.
- 28.2 The Customer represents that each person who places an order, accepts a quotation, accesses a Customer portal, receives Products or Services, or communicates instructions using the Customer's registered email address or authorized account has authority to act for the Customer.
- 28.3 STPL may rely upon any communication or instruction referred to in Clause 28.2 until the Customer notifies STPL in writing that the relevant person or account is no longer authorized and STPL has had a reasonable opportunity to process such notification.

29. SEVERABILITY, REMEDIES AND SURVIVAL:

- 29.1 If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its commercial purpose. If modification is not possible, it shall be severed and the remaining provisions shall continue in effect.
 - 29.2 STPL's contractual and statutory rights and remedies are cumulative and the exercise of one shall not prevent the exercise of another.
 - 29.3 Provisions concerning payment, taxes, title, confidentiality, data protection, intellectual property, indemnity, limitation of liability, dispute resolution and all provisions which by their nature are intended to continue shall survive delivery, cancellation, expiry or termination.
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