

TERMS AND CONDITIONS OF SALE

MERNOK ELEKTRONIK (Pty) Ltd

1. AGREEMENT

- 1.1. All goods and services sold and supplied by MERNOK ELEKTRONIK (Pty) Ltd (hereinafter referred to as the "Seller") shall be subject to the terms and conditions as provided for in terms of this Agreement.
- 1.2. In the event that this Agreement is entered into as a result of the Seller's direct marketing, the Parties record that the Customer shall be entitled to cancel this Agreement within 5 (five) days of signing it, provided that the Customer gives proper written notice to the Seller of said cancellation.
- 1.3. Unless otherwise specifically provided by separate written agreement between the Parties, the general terms and conditions of sale and any special terms on the face hereof, constitute the whole agreement between the Customer and the Seller and all goods sold by the Seller to the Customer shall be subject to this Agreement only.
- 1.4. No condition printed or written on any stationery used by the Customer, including any amendments and/or alterations made by the Customer to this Agreement in any manner whatsoever, for the purpose of or in connection with the submission of its order shall form part of this Agreement.

2. ORDERS

- 2.1. Each order for goods shall be in writing and shall fully detail the specifications or requirements, including type, quantity and size of the goods required. The Customer shall be stopped from denying the validity of any order made by it or on its letterhead/order form, notwithstanding that such order may have been given or signed by a person not authorised by the Customer.
- 2.2. No order shall be binding on the Seller until accepted or confirmed in writing by the Seller and unless it is subject to these Conditions of Sale and any special terms on the face hereof.
- 2.3. Any request by the Customer for a change to an accepted order shall be made in writing and shall only become binding upon the Seller if expressly agreed to in writing by a duly authorised representative of the Seller.
- 2.4. Where products are supplied in satisfaction of a quotation, the addressee on the quotation is primarily responsible for payment of the products.
- 2.5. All prices quoted by the Seller are subject to price variation. Prices may be varied even though quotations have been provided and products have commenced to be supplied, where the products being so supplied have been increased in price by the supplier to the Seller since the date the quotation was provided or the products have commenced to be supplied or the products have been ordered from the Seller by the Customer.
- 2.6. The Seller does not warrant that a product is available or able to be delivered on any specific date or day and any notification of probable availability is indicative only.

- 2.7. The Seller will not accept any responsibility for any loss or damage occasioned either directly or indirectly to the Customer or anyone related to the Customer or Customer by failure on the part of the Seller to provide and/or supply products by any particular date or time.
- 2.8. It is the responsibility of the Customer to control who has access to the Customer's credit account with the Seller.
- 2.9. The Seller will supply products to any person or persons who request those products from the Seller and where requested, the Seller will place the cost of those products upon the Customer's credit account with the Seller.
- 2.10. However, if the Customer provides the Seller in writing with a criteria that must be satisfied before credit will be granted to any person requesting that credit on the Customer's account then, as and from the date of being provided with that writing, so long as the criteria is reasonable, the Seller will require that criteria to be satisfied before providing products upon the Customer's credit account.
- 2.11. Where a person/persons and/or corporation are supplied products by the Seller upon the account of a Customer, then the Customer is primarily responsible to the Seller for payments of those products.
- 2.12. Where products are provided by the Seller to a Customer, the person/persons and/or company whom or which the products are provided and/or delivered to is primarily responsible for payment for those products.

3. PAYMENT

- 3.1. The purchase price of the goods quoted is always exclusive of VAT.
- 3.2. All quotes will remain valid for a period stated on the quotation or until the date of issue of a new price list, whichever occurs first.
- 3.3. The Customer may elect to purchase goods on a cash or credit basis.
- 3.4. In the case of a cash purchase, the Seller shall not deliver the ordered goods unless and until payment of the entire purchase price has been made without deduction or set-off and free of bank exchange in the quoted currency as per the relevant invoice and/or statement at the Seller's registered office or to its banking account as nominated by it from time to time.
- 3.5. Should the Customer wish to purchase on credit, the purchase price of the goods listed on any invoice and or delivery note signed acknowledging receipt of such goods shall be paid and settled in full **within 30 days** from the date as noted on the relevant statement and/or the last day of the month immediately following the month during which the relevant invoice was issued by the Seller, whichever date is the earliest, without any deduction whatsoever and free of exchange at the Seller 's registered office or to its banking account as nominated by it from time to time. Should the Customer purchase on credit, the Customer will have to complete the **credit application** along with the **suretyship agreement** document and familiarize himself with the **credit facility agreement terms and conditions**.
- 3.6. the Seller shall be entitled to charge interest on all overdue amounts calculated at 2% (two percent) above the ruling prime overdraft rate as charged by **Standard Bank** from time to time calculated from due date of payment until date of payment.

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Mernok Elektronik (Pty) Ltd

TERMS AND CONDITIONS OF SALE

- 3.7. All goods supplied by the Seller to the Customer shall remain the property of the Seller until the purchase price in respect thereof has been paid in full by the Customer.
- 3.8. The Customer shall have the right to dispose thereof in the ordinary course of normal business in which event it is hereby expressly agreed in advance that the claim to any right or recovery of the purchase price from the eventual Customer of the goods shall be ceded to the Seller as security for payment of any amount outstanding.
- 3.9. Where the Customer has paid part amounts in relation to the invoice then it is deemed that those part payments are applied in ascending date order to the products so described on that invoice. Payments made by a Customer shall be applied by the Seller to invoices, first to the oldest invoice and then to youngest dated invoice.
- 3.10. Where the Customer has not paid the Seller however, the products are in the possession or custody of the Customer then, the Customer will store the goods in a manner that clearly differentiates them in ownership from other products so held by the Customer.
- 3.11. Where goods remain unpaid for, the Seller may be giving written notice to its Customer or any person or persons taking title in those goods as receiver/manager/administrator/liquidator or whatever, require the return of those products to the Seller and the products will be returned immediately.
- 3.12. The Customer agree that if products supplied are damaged upon supply or not in accordance with what was requested by the Customer or the Customer has a complaint about the products, that or those complaints about the products will be provided to the Seller within seven (7) days of the date of receipt of the product by the Customer. After the expiry of seven (7) days of receipt of the product, no such claim will be made by the Customer.
- 3.13. Objections to costs or charges made in invoices, where the invoice has the price included, issued by the Seller to its Customers and/or Customers must be objected to in writing by the Customer within seven (7) days of the date of the issue of the invoice.
- 3.14. Where the Customer is not issued with a priced invoice but is provided with a monthly statement listing the invoices, the products and the price, the Customer must object in writing to any cost or charge not agreed to in within seven (7) days of receipt of that statement. Failure to make such an objection within that time is a deemed acceptance by the Customer that the charges made in the invoice or on the statement are correct and acceptable.
- 3.15. The Customer agrees that the Seller may make whatever investigations the Seller deems reasonable of the Customer, and where the Customer is a company, its directors and shareholders, in order for the Seller to establish whether or not the Seller will grant credit to the Customer and if so, under what terms and conditions. In this regard, the Customer and its directors who have signed the application for credit form give up any rights they have to privacy in that regard.

4. DISCOUNT

The price of goods sold to the Customer is strictly net of VAT and not subject to any discount unless otherwise agreed to in writing and such discount shall only be allowed if payment is received by the Customer on the due date for payment thereof.

5. DELIVERY

- 5.1. Delivery shall be taken at the premises of the Seller, by the Customer, save where otherwise expressly agreed upon by the Parties.
- 5.2. While the Seller will make reasonable endeavours to meet all times and dates for delivery of performance quoted by it, such times or dates are business estimates only and do not constitute contractual obligations. Accordingly, the Seller will not be liable for any loss or damage of whatsoever nature and howsoever arising occasioned by delays in deliveries of orders. The Customer shall not be entitled to cancel the Agreement on account of late delivery.
- 5.3. When required by the Customer to defer or postpone delivery of goods for any reason, the Seller shall be entitled to levy appropriate storage, demurrage or any other appropriate charges occasioned thereby (the amount of which shall be the amount determined by the Seller in its sole discretion) and shall be entitled to invoice the Customer as if delivery thereof has been effected as if no such delay had occurred.
- 5.4. On signature by the Customer or its duly authorized representative, of the Seller's delivery note, the Customer shall be deemed to have received delivery of each item appearing on such delivery note.
- 5.5. The cost of delivery shall be borne by the Customer.
- 5.6. Delivery of products is deemed to have taken place when they are provided to the Customer. When products are delivered by the Seller, delivery is deemed to be effected upon delivery. Evidence of delivery shall be a delivery slip or invoice signed at the delivery point by a person who is apparently responsible for the acceptance of those products.
- 5.7. Where products are delivered by the Seller and there is no person available or no person who has the authority to receive the products, then evidence of delivery of the products will be a statutory declaration of the Seller employee delivering the products that the products were so delivered.
- 5.8. Where the Seller delivers products at the request of the Customer, it is the responsibility of that Customer to provide proper access to the delivery point for the unloading of the products.
- 5.9. The Seller's driver delivering the products shall have the absolute right to refuse to deliver the products if for any reason the driver deems it unsafe to do so, without giving any reason.
- 5.10. Where the Seller delivers products at the request of the Customer, if the delivery is delayed because of obstruction or lack of site access or lack of availability of appropriate equipment to unload the vehicle then the Seller's employee driver may refuse to wait to be unloaded.
- 5.11. The insurance risk of the product shall pass to the Customer or the Customer at the time that the goods are provided to the Customer or delivered to the delivery point nominated by the Customer.
- 5.12. Notwithstanding the immediate clause above, the title in the products shall pass to the Customer only upon payment to the Seller of what is owed for those products.

6. SET OFF

In the event of the Seller or any associated Company becoming indebted to the Customer, the Seller may set off such indebtedness against any monies which may be or become owing by the Customer to the Seller.

7. DEFAULT

- 7.1. Should any amount payable by the Customer not be paid on due date or should the Customer otherwise breach or fail to comply with any term or condition of this Agreement, then the Seller shall, without prejudice to any claims accrued to it under this Agreement and to any other rights or remedies of the Seller, be entitled within the Seller absolute discretion to:
- 7.1.1. Suspend performance of the Seller obligations until such breach is rectified and/or all such monies have been paid; and/or
- 7.1.2. To recover possession of and remove any goods in respect of which ownership has not passed to the Customer. The Customer irrevocably authorises the Seller to enter its premises to repossess any goods delivered and indemnifies the Seller against any damages whatsoever suffered by it relating to the removal of the goods; and/or
- 7.1.3. To cancel this Agreement.
- 7.2. The Customer shall not be entitled to cancel this Agreement by virtue of any breach by the Seller unless such breach is a material term hereof and the Seller has failed to rectify such breach within 21 (twenty one) days after receiving written notice from the Customer requiring it to do so.
- 7.3. The Seller shall be entitled but not obliged to institute any proceedings against the Customer arising out of this Agreement in any Magistrates' Court having jurisdiction over the Customer, notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrates' Court. The Customer shall be liable for all legal costs of the Seller, including costs on the scale as between attorney and own client, collection commission and tracing costs, which may be incurred by the Seller in this regard irrespective of whether or not court proceedings shall have been instituted.
- 7.4. A certificate signed by any director, manager or authorized representative by the Seller, showing the amount due and owing by the Customer to the Seller at any given time, shall be prima facie evidence of the amount due by the Customer and such certificate shall be sufficient for purposes of judgment, provisional sentence or other legal proceedings.
- 7.5. Any print out of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.

8. RETURN OF GOODS

If, in the exercise of its discretion, the Seller shall agree at the request of the Customer to accept the return of any goods, which goods were correctly supplied by the Seller and are not faulty or subject to any claim, then the Seller shall be entitled without the necessity of any further Agreement to claim from the Customer a handling charge for the goods so returned.

When products have been returned for repair these will be assessed and a quotation will follow depending on the damage to the unit, the following categories apply and prices vary depending on the end product price. The value column is a typical pricing structure used to quote for repairs. An official order will be required to complete the repair.

Repair Type	Description	Value
Strip and Quote Fee	Strip and quote fee/No Repair required	TBD *
Minor Repair	Minor component replacement	5%
Minor/Moderate Repair	Major component replacement	10%
Moderate Repair	1 board replacement/Multiple board component failure	20%
Moderate/Major Repair	2 board replacement	40%
Major Repair	2 or more boards replacement/enclosure damage	60%
Un-Serviceable	Repair exceeds 60% of the unit cost	

* The minimum charge will depend on the complexity of assessing the repair

9. APPLICABLE LAW

The contract of sale to which this invoice relates is governed by the laws of South Africa.

10. SURETYSHIP

The signatory hereto warrants that he/she is duly authorised to bind the Customer, and hereby do bind the Customer as surety for and principal debtor in solidum, for the due and punctual fulfilment and compliance by the Customer of all its obligations to the Seller in terms of this Agreement and hereby renounces the benefits of **excussion and division and all other legal benefits which may otherwise have been capable of being used as a defence to an action by the Seller against the Customer and the signatory hereby acknowledges and warrants that he/she is fully aware and acquainted with the effect of such renunciation and acknowledges warrants that he/she is duly authorised by the Customer that all admissions or acknowledgements of liability by and judgments against the Customer shall be binding on the Customer**. Any extensions of time, latitude or indulgences shown by the Seller to the Customer shall not affect the obligations of the signatory hereunder.

11. GENERAL

- 11.1. The Seller, (but not the Customer) shall, at any time, in its sole discretion, be entitled to cede all or any of its rights in terms of this Agreement to any third party, without prior notice to the Customer.
- 11.2. The Customer nominates the address as reflected on the Application as its domicilium citandi et executandi for service upon it of all notice and processes whether in connection with any claim or any sum due to the Seller or otherwise.
- 11.3. The Customer undertakes to provide the Seller with written notice of any change in ownership of the Customer's business, within seven (7) days of such change or should the Customer be a company, of any share transaction where the majority shareholding is affected.
- 11.4. No variation or alteration of any of these terms and conditions shall be of any force or effect, unless reduced to writing and signed by both Parties thereto.

- 11.5. No waiver or abandonment by the Seller of any of its rights in terms of this Agreement shall be binding on it unless such waiver or abandonment is in writing and signed by it.
- 11.6. No indulgence, extension of time, relaxation or latitude which the Seller may show, grant or allow to the Customer shall constitute a waiver by it of any of its rights, and the Seller shall not thereby be prejudiced or estopped from exercising any of its rights against the Customer which may have arisen in the past or which may arise in the future.
- 11.7. This Agreement contains the entire Agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein.
- 11.8. Each clause with these terms and conditions of sales is severable, the one from the other, and if any one or more clauses are found to be invalid are found to be invalid or unenforceable, that clause(s) shall not effect the balance of these terms and conditions of sale which shall remain of full force and effect.
- 11.9. When the Seller provides products and in so doing provides products supplied by a manufacturer or distributor then any guarantee or warranty given by the Seller in respect of products or the use to which products may be put and/or the purpose for which products may be used, shall be in the exact same form as that given by the manufacturer or distributor to the Seller of those products to the Seller. The Customer must enquire of the manufacturer or the distributor as to the extent of the guarantee, warranty, use and/or purpose. The Customer will not make any claim against the Seller in relation to products, the use to which the products may be put or the purpose for which the products may be used that is in excess of that, that may be against the manufacturer or distributor of those products to the Seller.
- 11.10. Where the products are cut to the order of the Customer, the products may be charged for by the Seller). If the Seller is able to resell the products to another Customer then, whatever the Seller generates from that sale will be credited to the original Customer who ordered the goods, and no more. A handling fee of fifteen percent (15%) of the cost of the products may be charged by the Seller in reselling the product.
- 11.11. Where a Customer has requested advice from an employee of the Seller, that advice is given as an indication only to the Customer as to what product may be used for by the Customer and for what purpose. The Customer must enquire of the manufacturer and/or the distributor of the product in order to establish the product's specification to be satisfied that the product satisfies the requirements of the Customer in what it is that the Customer wants to do with the product.
- 11.12. The Customer must not and never rely upon any information, advice or counsel provided by an employee of the Seller in relation to the structural efficacy or otherwise of any product sold by the Seller for any purpose of a structural nature. The Customer must obtain the specialized services of a civil engineer in dealing with all structural issues and must not and never rely upon the Seller employees to provide that level of advice. Any advice provided by a the Seller employee in respect of the use of structural products is indicative only and the Customer should obtain independent advice by a properly qualified person including that of a civil engineer in respect of all issues related to structural matters.
- 11.13. When developing a system the time and cost is estimated and may vary up to 20% in either direction, a complete design record is kept and available on request. All designs bought from Mernok Elektronik are in complete confidentiality and no information relating to the clients specific design or product will be divulged to any 3rd parties.

12. NAME CHANGE

- 12.1. In the event of the identity of the Customer at any time changing or in the event of the Customer being a Close Corporation converting to a Company, the Customer will be obliged to give 14 days notice of such change to the Seller by registered post.
- 12.2. Any amount outstanding at the time notice is given shall forthwith become due and payable by the Customer to the Seller.

13. RISK AND OWNERSHIP

- 13.1. All risks in respect of the goods shall pass to the Customer upon delivery thereof in terms of clause 5.
- 13.2. Notwithstanding delivery of any goods to the Customer, ownership thereof shall remain vested in the Seller until such goods have been fully paid for.
- 13.3. Should the customer bring the goods sold back to the Seller for any upgrade in software or for any check up or for any reason whatsoever, all risks in respect of the goods shall be borne by the Customer. Should the goods need to be stored in the Seller's warehouse, the Customer will have to sign a waiver of liability against the Seller should anything happen to those goods.
- 13.4. The Seller shall, in its sole discretion, be entitled to take possession of and remove from the Customer's premises or from any premises at which the goods are located any such goods which have not been paid for and in respect of which payment is overdue.
- 13.4. Should the Customer at any time be sequestrated or liquidated (whichever is applicable), whether provisionally or finally, any goods delivered by the Seller to the Customer and in respect of which payment has not been made at the date of winding up or sequestration (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by the Seller and the Agreement pursuant to which such goods were sold shall be deemed to have been cancelled in respect of the goods so returned or recovered.

14. LIMITED LIABILITY

- 14.1. The Seller will supply sufficient information to the Customer about the products and designs. The Seller is "A manufacturer" of goods which by their very nature are capable of causing harm and the Seller will not be held liable for the harm which they obviously will cause if not used or handled correctly by the Customer.
- 14.2. If a product is inherently safe and used in accordance with the Seller's instruction but is abused by the end user, the Seller shall not be liable for any loss or damage of any kind.
- 14.3. It is agreed by the parties that the Seller has complied with section 21 of the Mine Health and Safety Act 29 of 1996 and section 10 of the Occupational Health and Safety Act, in that:
- 14.3.1 The seller has either designed, manufactured, repaired, imported or supplied any article for use at a mine and has ensured, as far as reasonably practicable that the article is safe and without risk to health and safety when used properly; and that it complies with all the requirements of the Acts mentioned above.
- 14.3.2 The seller has either erected or installed any article for use at a mine and has ensured, as far as reasonably practicable, that nothing about the manner in

which it is erected or installed makes it unsafe or creates a risk to health and safety when used properly, or

- 14.3.3 The seller has designed, manufactured, erected or installed any article for use at a mine and has ensured, as far as reasonably practicable, that ergonomic principles are considered and implemented during design, manufacture, erection or installation.
- 14.4. The Seller bears such a duty as mentioned in clause 14.3 and the Customer agrees to relieve the Seller of that duty to the extent that is reasonable in the circumstances, if the Seller designed, manufactured, repaired, imported or supplied an article for the Customer.
- 14.4.1. The Customer shall relieve the Seller of such a duty by providing the Seller with a written undertaking to take specified steps sufficient to ensure, as far as reasonably practicable, that the article will be safe and without risk to health and safety when used properly and that it complies with all prescribed requirements
- 14.5. The Customer agrees to undertake in writing to take specified steps to ensure, as far as is reasonably practicable, that the goods will comply with all prescribed requirements and will be safe and without risks to health when properly used, the undertaking shall have the effect of relieving the Seller from the duty imposed upon him by section 10 of the Occupational Health and Safety Act to such extent as may be reasonable having regard to the terms of the undertaking.
- 14.6. It is the Customer's duty to draft and establish a system, in conjunction with the buying department and the training department at the mine or at the Customer's place of employment, to ensure that employees are trained on the "proper use" instructions and the hazards and risks of the goods in question.
- 14.7. The Seller's liability with respect to any claim by the Customer or any third party arising out of or in any way relating to any goods sold by Seller to the Customer (including, but not limited to, such goods sale, use or transportation) will be limited solely to the cost of such goods and any claim must be made with Seller within 60 days after the delivery of such product or such later period as may be set out in the warranty, if any, provided by the Seller in its literature shipped with such product. THE SELLER AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY THE "SELLER PARTIES") WILL NOT BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, USE OR TRANSPORTATION OF ANY GOODS.

15. CONFIDENTIAL INFORMATION.

NON-DISCLOSURE:

- 15.1. The main contractual relationship between the Customer and Seller being that upon request the Seller will provide the Customer with quotations for the Customer's business, each party has, as a consequence of this relationship, considerable knowledge ("Confidential Information") of the internal affairs of the other and of that of the other's principals and agents. In particular each has access to trade secrets, business know-how and plans, intellectual property (including: information, technical data, processes, research, formulations, diagrams and sketches and software), contracts, projects,

- strategies, financial information, records and forecasts, and marketing and implementation plans.
- 15.2. "Restricted Information" means all Technical Information and other information whether in Writing or oral, which is communicated to the Customer together with that part of the Documentation which at the time of submission by the Seller, is notified in Writing to the Customer as not being for publication. Restricted Information shall exclude that which is already known to the recipient thereof and in respect of which the recipient has a free right of disposal at the date of receipt, or which is already public knowledge at the date of receipt by the recipient, or which becomes public knowledge thereafter otherwise than through default on the part of the recipient, his directors, agents or employees, or which the recipient obtains from any third party with good legal title thereto and free right of disposal thereof.
- 15.3. The Confidentiality Agreement
- Consequently, the parties, each now wishing to protect his Confidential Information, agree that:
- 15.3.1. The Customer and the Seller bind themselves to mutual confidentiality: neither party gaining Confidential Information from the other may divulge that information, either personally or through proxy or agency, to any outside party without the explicit written consent of the party supplying the information.
- 15.3.2. Neither the Customer nor the Seller nor their proxies or agents may benefit in any dealings with outside parties from Confidential Information without the explicit written consent of the party supplying that information.
- 15.3.3. The Customer shall not, without the previous consent in Writing of the Seller, cause or permit any of its agents, representatives or employees to use any Restricted Information received by the Customer specifically with regards for the design, construction, operation, maintenance or replacement of any of the goods sold.
- 15.4. The Seller's technical, trade secret, proprietary or similar information disclosed by Seller to the Customer or its officers, employees, agents or other representatives and all copies thereof are the sole and exclusive property of the Seller.
- 15.4.1. Such disclosure does not grant to the Customer or its Representatives any right, title or interest of any kind in any Confidential Information.
- 15.5. Upon the Seller's request, the Customer will promptly return to the Seller all Confidential Information in the possession of the Customer or any of its Representatives.
- 15.6. The Customer will be responsible for any breach of this covenant by the Customer or any of its Representatives.
- 15.7. The Customer hereby agrees to sign a Non-Circumvention and Non-Disclosure Agreement should the Seller find it necessary for the Customer to do so.
- 15.8. Proxies and agents of either party are deemed to be aware of the terms of this Agreement, and contravention by any proxy or agent will be deemed contravention by the relevant party.
- 15.9. This Agreement will be binding for five (5) years from the date of acceptance.

16. INDEMNIFICATION.

16.1 The Customer will indemnify, defend and hold the Seller Parties harmless from all costs, expenses and losses incurred by them (including, without limitation, attorneys' fees and disbursements) which relate to or arise out of:

16.1.1. The Customer's or its customers use, handling, installation, sale, distribution or disposal of any products sold hereunder,

16.1.2. The Customer's breach of any of these Terms,

16.1.3. The Seller's enforcing these Terms and

16.1.4. Any patent, trademark or copyright infringement claim resulting from compliance with any specifications or designs provided by the Customer to the Seller.

16.2. The Customer will promptly reimburse the Seller Parties for such costs and expenses.