

**AMD ENGINEERING CC
STANDARD TERMS AND CONDITIONS**

- 1 In this agreement, "AMD" means AMD Engineering CC.
- 2 You must pay all amounts due to AMD in cash on delivery unless AMD agrees differently in writing.
- 3 If you fail to pay any amount in full on the due date, AMD may charge interest on the outstanding amount at a rate of the lower of (i) 2% per month or (ii) the highest percentage allowed by law.
- 4 If AMD agrees that you may pay an amount otherwise than in cash, you must pay the amount by electronic funds transfer, free of set-off or deduction to the bank account AMD nominates.
- 5 AMD may issue tax invoices, credit notes and debit notes (collectively, "Invoices") to you in electronic format. You agree that –
 - 5.1. you will keep this document for a period of 5 years after the last electronic document is issued to you;
 - 5.2. AMD may issue and transmit Invoices to you in 128bit encrypted PDF file format;
 - 5.3. you must keep the Invoices in original encrypted form for a period of 5 years from the date of the supply to which the Invoice relates;
 - 5.4. the Invoice so transmitted will constitute the original Invoice; and
 - 5.5. no other Invoices will be issued in respect of the specific supply, unless as a copy of the original Invoice.
- 6 Ownership in goods pass to you only when you have paid the price of those goods duly and in full.
- 7 Risk in goods passes to you when AMD has delivered the goods to you.
- 8 Without prejudice to our rights, if you break this agreement, then you must pay to us –
 - 8.1. all legal costs on an attorney and own client scale; and
 - 8.2. collection charges and tracing fees.
- 9 You consent to the jurisdiction of the Magistrates' Court in any action we may bring against you arising from or in connection with this agreement. But despite this we may bring any action like that in any High Court with jurisdiction.
- 10 AMD may do a credit check about you with any credit bureau. AMD may give to, and receive from any credit bureau any information about you.
- 11 AMD is not liable to you, whether in contract, delict or otherwise, for any indirect or consequential damages including loss of data, profits or custom, or business foregone, whether foreseeable or not.
- 12 AMD accepts no orders on behalf of a third party. If you order any goods on behalf of a third party without our knowledge or consent, you agree to bind yourself as co-principal debtor with that third party. You waive the benefits of excussion and division.

13 AMD is not bound by any warranty, representation, term or condition which is not in this agreement.

14 This agreement is the whole of the agreement between us relating to the matters dealt with in this agreement. Any change to this agreement (including this clause 14) is only effective if it is in writing and signed by you and AMD. All provisions of this agreement are severable from each other, despite the manner in which they have been grouped together or linked grammatically.

15 Failure or delay on our part in exercising any right is not a waiver of that right.

16 This agreement supersedes any previous agreement between you and AMD.

Signed at _____ on this _____ day of _____ 20____ .

Signature

Name

Capacity