1. Interpretation

1.1 Definitions of these Terms and Conditions of Sale and Supply ("Conditions"):

"Buyer" means the person, firm or company which places or orders for purchase of Products and/or Services as identified in any order or proposal of the Supplier addressed to the Buyer.

"Contract" means this supply contract together with any quotation in respect of the performance of the Services or the supply of the Products or any part thereof. The Contract is also subject to the Terms and Conditions, the Proposal, the order or Proposal as the case may be.

"Conditions" means these terms and conditions of sale and supply as from time to time varied by the Supplier.

"Contract" means any contract made between the Buyer and the Supplier for the sale or supply of Products and/or Services.

"Contract Price" means the price for the Supply of Products or Performance of Services as set forth in the applicable Proposal or order or Proposal as the case may be.

"Data" means all computer programs, documents, pictures, reports, data, records, information, designs, specifications, calculations, technical specifications, drawings, plans, samples, experiments, designs, enhancements, algorithms, software (and source code), instructions, documentation, or any similar materials or information.

"Defect" means a breach of warranty or a breach of contract concerning the sale or supply of Products or Performance of Services.

"Defective" means that a Product or Service is defective when it fails to conform to the specifications stated in the Proposal or order or Proposal as the case may be, other than by reason of use, fair wear and tear, or a defect which arises after delivery of the Product or Service.

"Dispute" means any dispute, claim or question occurring between the Buyer and the Supplier relating to the Contract or the Supply of Products or Performance of Services.

"Documentary evidence" means evidence that consists of written or reproduced matter.

"Effective Date" means the first day of the month following the month in which the Buyer's order of the Product or Service is received by the Supplier or the date fixed by the Supplier for delivery of the Product or Service.

"Fees" means all fees, charges and other sums payable by the Buyer to the Supplier in respect of the Supply of Products or Performance of Services under this Contract.

"Financial institution" means any bank or trust, finance, credit or similar company or institution.

"Force Majeure" means events beyond the Supplier's control (including the actions of third parties). Force Majeure includes, but is not limited to, any inability to obtain raw materials or parts or the inability of suppliers to supply products, services or materials which are suitable for the Buyer's use and that such use complies with any applicable law.

"Goods" means all goods or products supplied by or on behalf of the Supplier to the Buyer under the Contract (whether title to the goods has passed to the Buyer or not).

"Insolvency" means an amount exceeding 125% of the total amount payable by the Buyer in respect of Services under that Contract and, in any case, the Buyer shall have no right to receive any such additional amounts.

"Insolvency Proceeding" means any proceeding, case, or action (whether instituted in a civil or criminal court or before any other tribunal) against or involving any Debtor in which the Debtor is the subject of any receivership, bankruptcy, assignment for the benefit of creditors, voluntary bankruptcy, moratorium, or any similar proceeding.

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