AR CONTROLS
STANDARD TERMS AND CONDITIONS OF SALE



1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context indicates otherwise:

1.1.1 "AR Controls", "AR Controls Entity" or "ARC" means the specific, independently owned and operated legal entity trading under the AR Controls name identified in the quotation, order acknowledgement, invoice, Delivery note or other contractual documentation relating to the supply of the Goods, and shall include, where applicable: (a) AR Controls (Pty) Ltd (South Africa); (b) AR Controls Valves CC (Namibia); (c) AR Controls Peru S.A.C. ;(d) AR Controls Panama Inc.; and (e) any future AR Controls Entity established or acquired after the publication of these Terms. Each such entity is a separate legal person, and nothing in these Terms shall be construed as establishing a holding company, subsidiary, partnership, joint venture, agency or other relationship of common ownership or control between such entities.

1.1.2 The specific AR Controls Entity contracting with the Purchaser shall be the entity identified on the quotation, invoice, order acknowledgement or Delivery documentation issued to the Purchaser. Each AR Controls Entity contracts solely in its own name and for its own account and shall be responsible only for its own contractual obligations. No AR Controls Entity shall be liable for the debts, obligations, acts or omissions of any other entity trading under the AR Controls name, unless expressly agreed otherwise in writing.

1.1.3 "Business Day" means any day other than a Saturday, Sunday or public holiday in the jurisdiction in which the contracting AR Controls Entity is incorporated or established.

1.1.4 "Delivery" means delivery at the delivery point as per the defined Incoterms stated in the quotation, tender or proposal.

1.1.5 "Goods" means all products, equipment, components, parts, systems, software, services, technical assistance, documentation and other items supplied by ARC.

1.1.6 "Incoterms® 2020" means the rules published by the International Chamber of Commerce and known as Incoterms® 2020.

1.1.7 "Order" means any purchase order, instruction, request, acceptance of quotation or other request for the supply of Goods.

1.1.8 "Purchaser" means any person, company, partnership, trust, state-owned entity, municipality or other legal entity purchasing Goods from ARC.

1.1.9 "Terms" means these Standard Terms and Conditions of Sale, as amended from time to time.

1.2 Headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa. Any reference to legislation includes amendments, replacements and subordinate legislation.

2. APPLICATION OF THESE TERMS

2.1 These Terms govern every quotation, tender, proposal, sale, supply, Delivery, Order and transaction between ARC and the Purchaser.

2.2 These Terms are published on ARC's website and are incorporated into every transaction concluded with ARC.

2.3 The Purchaser shall be deemed to have accepted and agreed to these Terms upon the earliest occurrence of any of the following: 2.3.1 acceptance of any quotation issued by ARC; 2.3.2 submission of an Order to ARC; 2.3.3 acceptance of Delivery of any Goods; 2.3.4 payment of any amount to ARC; 2.3.5 requesting ARC to commence performance; 2.3.6 receipt or use of Goods supplied by ARC; or 2.3.7 any other conduct consistent with the existence of a contract between the parties.

2.4 No signature or written acceptance is required for these Terms to be binding on the Purchaser. These Terms shall prevail over any terms and conditions contained in:

2.4.1 any purchase order; 2.4.2 supplier onboarding documentation; 2.4.3 procurement documentation; 2.4.4 Purchaser standard terms; 2.4.5 electronic purchasing systems; 2.4.6 websites; or

2.4.7 any other documentation issued by the Purchaser, unless expressly accepted in writing by a director of ARC.

2.5 No conduct by ARC, including acceptance of an Order, commencement of performance or Delivery of Goods, shall constitute acceptance of any terms proposed by the Purchaser.

2.6 Where a separate written agreement has been signed by both parties, such agreement shall prevail to the extent of any inconsistency.

2.7 ARC may update or amend these Terms from time to time by publishing a revised version on its website. The amended Terms shall apply to all quotations, Orders and transactions concluded after the date of publication of the updated Terms.

2.8 It is the Purchaser's responsibility to ensure that it is aware of the latest version of these Terms. Continued trading with ARC after publication of updated Terms shall constitute acceptance of the updated Terms. Any purchase order issued by the Purchaser pursuant to, in response to, or with reference to a quotation issued by ARC shall constitute the Purchaser's express and unconditional acceptance of these Terms, including any amendments thereto applicable at the date of the relevant quotation, notwithstanding any conflicting or additional terms and conditions contained in or accompanying such purchase order.

2.9 No terms, conditions, obligations, warranties, indemnities, penalties, limitations, exclusions or liabilities contained in or arising from any purchase order, procurement document, supplier agreement, electronic purchasing system, supplier registration, standard terms and conditions or other documentation issued, imposed or incorporated by the Purchaser shall amend, supersede, override or otherwise prevail over these Terms, or impose any additional or more onerous obligation or liability upon ARC. No acceptance of an Order, acknowledgement, commencement of performance, Delivery of Goods, issuance of an invoice or receipt of payment by ARC shall constitute acceptance of such terms or a waiver of the protections afforded to ARC under these Terms, unless accepted in writing by a director of AR Controls.

2.10 No terms, conditions, obligations, warranties, indemnities, penalties or liabilities arising under any agreement between the Purchaser and any third party, including any employer, contractor, consultant or project owner, shall be binding upon ARC or incorporated into any transaction with ARC, unless accepted in writing by a Director of AR Controls.

3. QUOTATIONS AND ORDERS

3.1 All quotations issued by ARC are invitations to do business and shall not constitute binding offers unless expressly stated otherwise.

3.2 Quotations remain valid for the period specified therein and, if no period is specified, for thirty (30) days from date of issue.

3.3 No Order shall be binding on ARC unless accepted by ARC in writing or performed by ARC.

3.4 ARC reserves the right to refuse any Order without providing reasons.

3.5 Orders accepted by ARC may not be cancelled without ARC's prior written consent.

3.6 Any specifications, dimensions, capacities, illustrations, drawings or technical information supplied by ARC are approximate unless expressly stated otherwise.

4. PRICES

4.1 Prices are subject to change without notice until acceptance of an Order by ARC.

4.2 Unless otherwise stated in writing prices exclude:

VAT; customs duties; import duties; freight charges; insurance costs; and taxes imposed outside the territory of the transacting AR Controls Entity.

4.3 ARC reserves the right to adjust prices following acceptance of an Order where increases arise from exchange rate fluctuations; increases imposed by suppliers; changes in duties or taxes; increases in freight costs; government action; or circumstances beyond ARC's reasonable control.

5. PAYMENT

5.1 Unless otherwise agreed in writing, payment shall be made within thirty (30) days from statement date.

5.2 Payment shall be deemed received only once cleared funds have been irrevocably received into ARC's nominated bank account.

5.3 All amounts outstanding after due date shall bear interest at the prime lending rate publicly quoted by ARC's principal banker plus two percent (2%) per annum, calculated daily and compounded monthly.

5.4 The Purchaser shall not be entitled to withhold payment, set-off, deduct, counterclaim or otherwise reduce any amount due to ARC.

5.5 ARC may allocate any payment received from the Purchaser towards any debt, interest, legal costs, collection charges or outstanding account in such order as ARC determines.

5.6 ARC may suspend deliveries, services, warranties or performance where any amount owing remains unpaid.

5.7 Acceptance of any partial payment shall not constitute settlement unless expressly agreed in writing by ARC.

6. ELECTRONIC COMMUNICATIONS

6.1 Quotations, Orders, approvals, notices, instructions and communications may be transmitted electronically.

6.2 Electronic communications shall constitute written communications.

6.3 Electronic signatures, scanned signatures and electronic approvals shall be valid and binding.

6.4 Data messages and electronic records shall not be denied legal effect solely because they are in electronic form.

7. DELIVERY AND INCOTERMS

7.1 Delivery dates are estimates only and shall not constitute warranties. Time shall not be of the essence unless expressly agreed in writing.

7.2 Deliveries shall be governed by the applicable Incoterms® 2020 rule stated in ARC's quotation or order acknowledgement.

7.3 Where no Incoterms® rule is specified, Delivery shall be Ex Works (EXW) ARC's designated facility.

7.4 Partial deliveries shall be permitted.

7.5 ARC shall not be liable for delays caused by suppliers, carriers, freight forwarders, customs authorities or events beyond its reasonable control.

7.6 Delivery shall be deemed to have taken place upon the earliest of:

(a) signature of ARC's Delivery note by or on behalf of the Purchaser; or

(b) Delivery in accordance with the applicable Incoterms® 2020 rule to the Purchaser's nominated Delivery point; or (c) handover of the Goods to the Purchaser's nominated freight forwarder; or (d) where Goods are transported by road, rail, or courier arranged by ARC, handover to the relevant carrier.

7.7 The Purchaser's nominated freight forwarder and/or carrier shall at all times be deemed to act as the agent of the Purchaser. Delivery to such freight forwarder or carrier shall constitute Delivery to the Purchaser for all purposes under these Terms, including risk transfer.

8. RISK AND OWNERSHIP

8.1 Risk in the Goods shall pass to the Purchaser in accordance with the applicable Incoterms® 2020 rule.

8.2 Ownership in the Goods shall remain vested in ARC until full payment of all amounts owing by the Purchaser have been received.

8.3 Until ownership passes: the Purchaser shall hold the Goods as fiduciary bailee for ARC; the Goods shall remain separately identifiable; ARC shall be entitled to repossess the Goods upon default.

8.4 The Purchaser irrevocably grants ARC the right to enter premises where Goods may be located for purposes of inspection or repossession following default.

9. CANCELLATION OF ORDERS AND RETURN OF GOODS

9.1 Orders accepted by ARC may not be cancelled without ARC's prior written consent. Goods specially manufactured, modified, configured or procured for the Purchaser shall not be returnable.

9.2 The Purchaser acknowledges that should an order be cancelled prior to Delivery at the Purchaser's request then such Goods will be subject to the following penalties:

9.2.1 Where ARC consents to the cancellation of an Order prior to Delivery, the Purchaser shall be liable for a cancellation penalty equal to the higher of (a) 25% of the purchase price of the Goods, or (b) any loss or costs incurred by ARC, including but not limited to the costs specified in 9.3 below.

9.2.2 In respect of buy-out items procured from third-party suppliers, cancellation shall remain subject to the applicable third-party supplier's cancellation conditions and charges.

9.2.3 Notwithstanding any other provision of this clause 9.2, where Goods have been specially manufactured, modified, configured, designed, engineered, adapted or specifically procured to meet the Purchaser's requirements, specifications or intended application, ARC may, at its sole discretion, charge the Purchaser the reasonable costs contemplated in clause 9.3 in the event of cancellation of the Order, irrespective of the stage of manufacture, modification, configuration or procurement.

9.3 Where ARC consents to cancellation, the Purchaser shall be liable for cancellation charges, administrative costs, manufacturing charges, procurement costs, engineering costs, material costs, overhead costs and any losses reasonably incurred by ARC.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, know-how and other proprietary rights ("IP Rights"), whether existing now or arising in the future in any jurisdiction worldwide, associated with or relating to the Goods shall vest exclusively in ARC or its licensors.

10.2 No IP Rights are transferred to the Purchaser under these Terms.

10.3 No licence or right, whether express or implied, is granted to the Purchaser in respect of any IP Rights of ARC, except to the extent strictly necessary for the use of the Goods in accordance with these Terms.

10.4 The Purchaser shall not copy, reverse engineer, decompile, modify, reproduce or distribute any IP Rights belonging to ARC without ARC's prior written consent.

10.5 If the Purchaser acquires or is deemed to acquire any IP Rights in or relating to the Goods by operation of law or otherwise, such rights are hereby irrevocably assigned to ARC.

10.6 The Purchaser shall, at ARC's request and cost, sign all documents and do all things necessary to give effect to clause 10.5 and to protect ARC's IP Rights.

10.7 Any suggestions, improvements, modifications or developments relating to the Goods made by or on behalf of the Purchaser shall vest in ARC without compensation.

10.8 ARC reserves the right to alter, improve, discontinue or redesign any Goods at any time without notice or liability.

11. CONFIDENTIALITY

11.1 The Purchaser shall keep confidential all commercial, financial, technical and proprietary information disclosed by ARC.

11.2 Confidential information includes but is not limited to:

11.2.1 quotations; 11.2.2 pricing structures; 11.2.3 engineering information; 11.2.4 specifications; 11.2.5 drawings; 11.2.6 software; 11.2.7 trade secrets; 11.2.8 business processes; and 11.2.9 Purchaser information.

11.3 The Purchaser shall use confidential information solely for purposes connected with the Goods.

11.4 The Purchaser shall not disclose confidential information to any third party without ARC's prior written consent.

11.5 This clause shall survive termination of any transaction.

12. DATA PROTECTION AND PRIVACY

12.1 Each Party shall comply with the data protection, privacy and information security laws applicable in the jurisdiction of the contracting AR Controls Entity.

12.2 Where the contracting AR Controls Entity is AR Controls (Pty) Ltd in the Republic of South Africa, compliance shall include the Protection of Personal Information Act, 2013 ("POPIA").

12.3 Where the contracting AR Controls Entity is established outside the Republic of South Africa, the parties shall comply with the applicable privacy and data protection laws of that jurisdiction to the extent such laws apply to the transaction.

12.4 ARC may collect, process, store, transfer and disclose information reasonably required for:

12.4.1 account administration; 12.4.2 credit assessment and management; 12.4.3 Delivery of Goods; 12.4.4 warranty and service support; 12.4.5 legal proceedings; 12.4.6 debt recovery; 12.4.7 export control compliance; 12.4.8 sanctions compliance; and 12.4.9 compliance with legal or regulatory obligations.

12.5.1 The Purchaser consents to ARC disclosing information to suppliers, freight forwarders, logistics providers, insurers, legal advisers, auditors, debt collection agents, credit bureaux and regulatory authorities where reasonably required for purposes connected with the transaction.

12.5.2 ARC may collect, process, analyse and disclose information and data obtained through its dealings with the Purchaser to contracted third-party service providers, consultants and analysts for purposes including business intelligence, market research, trend analysis, forecasting, product development, operational improvement and strategic planning, provided that any personal information is processed in accordance with applicable data protection legislation and such third parties are bound by appropriate confidentiality, security and data protection obligations.

AR CONTROLS
STANDARD TERMS AND CONDITIONS OF SALE

12.6 Any privacy policy published by the applicable AR Controls Entity shall supplement these Terms and shall apply only to the extent required by applicable law in the relevant jurisdiction.
12.7 Any AR Controls privacy manual, POPIA manual, internal compliance policy or internal governance document is intended solely for internal compliance purposes and does not create contractual rights in favour of the Purchaser.

13. LIMITED WARRANTY

13.1 Goods manufactured by ARC, are warranted to the original Purchaser only, for a period of twenty-four (24) months from the date of Delivery, against defects in workmanship and materials, provided that such Goods have been properly stored, installed, operated and serviced in accordance with ARC's recommendations and instructions.
13.2 In respect of Goods proven to be defective within the warranty period, the Purchaser's sole and exclusive remedy under this limited warranty shall be the repair or replacement of the defective Goods or parts thereof, at ARC's sole option. The Purchaser shall be solely responsible for all expenses incurred in connection with the removal, transportation and reinstallation of such Goods or parts.
13.3 No claim for transportation costs, labour costs, special or consequential damages, or any other loss, cost or damage shall be covered under this limited warranty. The Purchaser shall be solely responsible for determining the suitability of the Goods for their intended use, and ARC shall not be liable in this regard. This limited warranty does not warrant that any Goods or parts manufactured by ARC are resistant to corrosion, erosion, abrasion or other causes of failure, nor does ARC warrant any minimum period of service life.
13.4 The Purchaser shall forfeit all rights under this limited warranty where:
13.4.1 the Purchaser fails to notify ARC in writing of any alleged defect within twenty (20) days after discovery thereof;
13.4.2 any person other than ARC or its authorised representatives attempts to remedy an alleged defect;
13.4.3 the Purchaser fails to return the defective Goods or parts for repair or replacement as required by ARC; or
13.4.4 the Goods or parts have not been stored, installed, operated or maintained in accordance with ARC's recommendations and instructions.
13.5 Goods manufactured by third parties shall be subject solely to the warranty provided by the original manufacturer.
13.6 This limited warranty shall:
13.6.1 be void in the event of misuse, modification, abuse or alteration of the Goods or any part thereof, accident, fire, flood or other act of God, or the Purchaser's failure to pay the full contract price when due.
13.6.2 further be null and void if, following shipment from ARC's factory, the Goods are modified in any manner, or any component manufactured by a third party, including but not limited to an actuator, is attached to the Goods by any person other than ARC's factory-authorised service personnel.
13.7 All Orders accepted by ARC shall be deemed to have been accepted subject to this limited warranty, which shall be exclusive of all other or previous warranties and shall constitute the only effective warranty or guarantee binding upon ARC, notwithstanding anything to the contrary contained in any purchase order or represented by any employee, agent or representative of ARC, whether orally or in writing, including any implied warranties.
13.8 The repair and replacement remedies provided under this limited warranty are in lieu of all other warranties, obligations and liabilities, including, without limitation, any warranties of fitness for a particular purpose, merchantability or otherwise, whether express or implied, in fact or by law, and shall constitute ARC's entire and exclusive liability and the Purchaser's sole and exclusive remedies in respect of any claim arising from or relating to the sale or supply of Goods, services or parts, including their design, suitability for use, installation or operation, to the maximum extent permitted by applicable law.
13.9 No performance, conduct, oral or written information, statement or advice provided by ARC or any of its employees, agents or representatives shall create any warranty or increase the scope or duration of this limited warranty.
13.10 The warranties and remedies set out in this clause 13 shall remain subject to the limitation of liability provisions contained in clause 15, which shall prevail in the event of any conflict or inconsistency

14. PRODUCT RECALLS

14.1 ARC may issue a product recall, product correction, safety notice or withdrawal notice where reasonably required.
14.2 The Purchaser shall:
14.2.1 cease use of affected Goods immediately upon request; 14.2.2 cooperate with ARC; 14.2.3 assist with tracing affected Goods; 14.2.4 comply with recall instructions.
14.3 ARC shall not be liable for losses arising from ARC's compliance with a recall where such recall is reasonably necessary.
14.4 ARC shall not be liable for losses arising from the Purchaser's non-compliance with any recall instructions issued by ARC.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, ARC shall not be liable for: loss of profits; loss of production; loss of contracts; loss of revenue; loss of goodwill; downtime costs; indirect damages; consequential damages; special damages; or punitive damages.
15.2 ARC's total aggregate liability arising from any claim relating to Goods shall not exceed the amount paid by the Purchaser for the affected Goods.
15.3 No action may be instituted against ARC more than twenty-four (24) months after Delivery of the affected Goods.
15.4 The Purchaser acknowledges that the limitations contained in this clause are reasonable and form an essential basis of the commercial relationship between the parties.
15.5 The Purchaser indemnifies and holds ARC harmless against all claims, demands, actions, losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with:
15.5.1 any breach by the Purchaser of these Terms;
15.5.2 any negligent, unlawful or wrongful act or omission of the Purchaser or its employees, agents, contractors or representatives;
15.5.3 the improper installation, operation, maintenance, modification, handling, storage or use of the Goods by the Purchaser or any third party acting on its behalf;
15.5.4 any use of the Goods contrary to ARC's specifications, recommendations or instructions; or
15.5.5 any claim brought against ARC by a third party arising from any of the circumstances contemplated in clauses 15.5.1 to 15.5.4.

16. FORCE MAJEURE

16.1 ARC shall not be liable for any delay, interruption, suspension or failure to perform its obligations under these Terms to the extent caused by a Force Majeure Event.
16.2 A “Force Majeure Event” means any circumstance beyond ARC’s reasonable control, including but not limited to acts of God; flood; fire; earthquake; epidemic or pandemic; war; terrorism; civil unrest; labour disputes; sanctions; governmental action; shortages of materials or utilities; transport or logistics disruptions; cyber incidents; manufacturer or supplier delays; insurrection; strike actions and any similar event beyond ARC’s reasonable control.
16.3 ARC may, for the duration of a Force Majeure Event, suspend performance of its obligations without liability.
16.4 If a Force Majeure Event continues for more than ninety (90) consecutive days, ARC may terminate the affected Order or Agreement, in whole or in part, without liability.
16.5 ARC shall use reasonable efforts to mitigate the effects of the Force Majeure Event where reasonably practicable.

17. SANCTIONS AND EXPORT CONTROLS

17.1 The Purchaser warrants that it shall comply with all applicable sanctions, export control laws, trade restrictions and embargoes imposed by any competent authority, including where applicable those of:
17.1.1 South Africa; 17.1.2 Namibia; 17.1.3 Panama; 17.1.4 Peru; 17.1.5 the United Nations; 17.1.6 the European Union; 17.1.7 the United Kingdom; 17.1.8 the United States of America; and 17.1.9 any jurisdiction having lawful authority over the transaction, Goods, end user or destination country
17.2 The Purchaser shall not use, export, re-export, transfer or otherwise deal with the Goods or services in violation of any applicable sanctions or export control laws, nor permit their use by any prohibited country, end-use or end-user.
17.3 ARC shall be entitled to immediately suspend or terminate performance of its obligations under these Terms where ARC reasonably believes that such performance may result in a breach of any applicable sanctions or export control laws.
17.4 The Purchaser indemnifies and holds ARC harmless against any loss, liability, penalty, fine, claim or damage arising from any breach of this clause.
17.5 The Purchaser shall promptly provide all information and documentation reasonably requested by ARC to demonstrate compliance with this clause, including but not limited to end-user declarations, end-user certificates, end-use statements, export control documentation, sanctions screening information and supporting compliance records.

18. ANTI-BRIBERY AND CORRUPTION

18.1 The Purchaser warrants that it shall comply with all applicable anti-bribery, anti-corruption, anti-fraud and anti-money laundering laws and regulations.
18.2 The Purchaser shall not, directly or indirectly, offer, give, solicit or accept any undue financial or other advantage in connection with these Terms or any transaction with ARC, and shall ensure that its employees, agents, subcontractors and representatives comply with this prohibition.
18.3 The Purchaser shall implement and maintain adequate policies and procedures designed to ensure compliance with this clause.
18.4 Any breach or suspected breach of this clause shall constitute a material breach of these Terms, entitling ARC to immediately suspend performance and/or terminate these Terms, without prejudice to any other rights or remedies available to ARC.

19. BUSINESS RESCUE AND INSOLVENCY

19.1 If the Purchaser is placed under business rescue, administration, liquidation (whether provisional or final), or any similar insolvency process; or
19.1.1 becomes unable to pay its debts as they fall due; or
19.1.2 is, in ARC's sole discretion, reasonably suspected of being or becoming unable to pay its debts as they fall due,
then ARC shall be entitled to, without prejudice to any other rights, immediately suspend performance.
19.2 All amounts owing to ARC shall become immediately due and payable upon the occurrence of any event contemplated in clause 19.1.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 These Terms shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the contracting AR Controls Entity is incorporated or established, unless otherwise agreed in writing between the parties.
20.2 The parties shall first attempt to resolve any dispute through good faith negotiations within 10 (ten) business days after written notice of the dispute.
20.3.1 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, interpretation, performance or termination, may be referred to arbitration.
20.3.2 The arbitration shall be conducted in the principal place of business of the contracting AR Controls Entity, or such other location agreed in writing by the parties, in accordance with:
(a) the Arbitration Foundation of Southern Africa (AFSA) Rules where the contracting entity is AR Controls South Africa or AR Control Valves Namibia; (b) the Arbitration Rules of the Arbitration Centre of the Lima Chamber of Commerce (CCL) where the contracting entity is AR Controls Peru; (c) the Arbitration Rules of the Centro de Conciliación y Arbitraje de Panamá (CeCAP) where the contracting entity is AR Controls Panama;or
(d) such other internationally recognised arbitration rules as the parties may agree in writing.
20.3.3 The arbitration shall be conducted in English and in an expedited manner where reasonably possible.
20.3.4 The decision of the arbitrator shall be final and binding on the parties and may be made an order of any court of competent jurisdiction.
20.3.5 Nothing in this clause prevents ARC from approaching any court of competent jurisdiction for urgent relief, interim relief, or enforcement of payment obligations.
20.4 The parties acknowledge that arbitration is selected to facilitate cross-border enforceability under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
20.5 For purposes of clauses 20.1 to 20.4, all references to governing law, courts, arbitration rules, regulatory compliance requirements and dispute resolution procedures shall be construed with reference to the specific AR Controls Entity identified on the quotation, invoice, order acknowledgement or Delivery documentation relating to the transaction.
20.6 The parties acknowledge that these Terms are intended to be used globally by AR Controls Entities and shall be interpreted accordingly.
20.7 The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, 1980) is expressly excluded.

21. NOTICES AND DOMICILIUM

21.1 The parties choose as *their domicilium citandi et executandi* the physical addresses set out in the quotation, invoice, application form, or agreement concluded between them.
21.2 Any notice required or permitted under these Terms shall be in writing and shall be delivered by hand, courier, or email.
21.3 Notices shall be deemed received:
21.3.1 if delivered by hand or courier, on the date of Delivery;
21.3.2 if sent by email, on the first business day after transmission, unless proof of error is received.
21.4 Either party may change its *domicilium* by giving 7 (seven) days’ written notice to the other party.

22. CERTIFICATE OF BALANCE

22.1 A certificate signed by any director or authorised representative of ARC reflecting the amount owing by the Purchaser shall be *prima facie* proof of its contents for purposes of provisional sentence, summary judgment, or any other proceedings.
22.2 Such certificate shall be binding on the Purchaser unless the Purchaser can prove manifest error.

23. CHANGE OF CONTROL

23.1 The Purchaser shall notify ARC in writing within 7 (seven) days of any direct or indirect change in ownership or control.
23.2 ARC shall be entitled, within 30 (thirty) days of receiving such notice, to review the creditworthiness of the Purchaser and amend credit terms, require additional security, or terminate these Terms on written notice.

24. CESSION AND DELEGATION

24.1 The Purchaser shall not cede, assign, transfer, or delegate any of its rights or obligations under these Terms without the prior written consent of ARC.
24.2 ARC shall be entitled to cede, assign, or transfer its rights and obligations under these Terms to any affiliated entity or successor in title without prior consent of the Purchaser.

25. ENTIRE AGREEMENT

25.1 These Terms constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
25.2 The Purchaser acknowledges that it has not relied on any representations not expressly included in these Terms.

26. NON-WAIVER

26.1 No failure or delay by either Party in exercising any right under these Terms shall operate as a waiver of that right.
26.2 Any waiver must be in writing and signed by the waiving Party.

27. SEVERABILITY

27.1 If any provision of these Terms is found to be invalid, unlawful, or unenforceable, such provision shall be severed from these Terms.
27.2 The remaining provisions shall continue in full force and effect.

28. SURVIVAL

28.1 Any provisions which by their nature are intended to survive termination or expiry of these Terms shall remain in force, including but not limited to clauses relating to payment obligations, limitation of liability, indemnities, confidentiality, and dispute resolution.

29. LANGUAGE

29.1 These Terms have been prepared in English and may be translated into other languages for convenience or to comply with applicable legal requirements.
29.2 In the event of any inconsistency, ambiguity or discrepancy between the English version and any translated version, the English version shall prevail to the extent permitted by applicable law.