

TERMS AND CONDITIONS: CONLOG DIRECT

1. TERMS OF USE

- 1.1 Purchase of the Meter is regarded as tacit acceptance by the Property Owner of the Terms and Conditions contained herein and the Property Owner hereby undertakes and agrees to adhere to all requirements as set out herein or as amended from time to time at the sole discretion of Conlog or as required by prevailing legislation.
- 1.2 These Terms and Conditions govern the requirements for registration, installation and use of the Meter between the Property Owner and Conlog.
- 1.3 **The purpose of the Meter is NOT TO REPLACE any existing meter that has already been installed on the Property by any relevant authority.** The Meter is suited for situations where the relevant authority supplies electricity by means of one main supply meter to the Property, where the electricity consumption of individual Consumer/Occupant/Tenant needs to be measured and managed, by both the Property Owner and the Consumer/Occupant/Tenant. The Meter is not recommended for use in properties where the Property Owner is the only consumer of electricity at the property.
- 1.4 A Service Fee of 10% will be charged on all transactions processed through Conlog's Third Party Vending Solution.
- 1.5 A monthly Support Fee of R25.00 will be levied. This fee is subject to change without prior notification.
- 1.6 All amounts stated in these Terms and Conditions are inclusive of VAT unless specifically stipulated otherwise.

2. DEFINITIONS

- 2.1 "Activated" means a Meter that has been successfully registered and has processed at least one (1) prepaid transaction;
- 2.2 "Body Corporate" means a legal entity which is created when land is subdivided and registered under the Sectional Titles Schemes Management Act 8 of 2011 to establish a community titles scheme;
- 2.3 "Conlog" means the manufacturer and supplier of the Meter, and the supplier of prepaid products to the Consumer/Occupant/Tenant;
- 2.4 "Conlog Website" means www.conlog.com;
- 2.5 "Consumer/Occupant/Tenant" means the Property Owner, or the person or juristic entity who is leasing the Property from the Landlord, which purchases prepaid electricity products from Conlog;
- 2.6 "Clear Tamper Token" means a reset token generated by Conlog which clears the tamper condition and restores the Meter to a normal state of operation;
- 2.7 "Electrical Certificate of Compliance (ECOC)" or Electrical COC is a legal document that verifies an electrical installation is compliant on the date of inspection with all the legal requirements as stipulated in the Electrical Installation Regulations, 1992 and the Occupational Health and Safety Act of South Africa;
- 2.8 "Landlord" means the Property Owner, or any other person or juristic entity specifically mandated by the Property Owner to rent out the Property to the Tenant/s, or a Body Corporate mandated by the Property Owner to install and register prepaid sub-meters as part of its management functions;
- 2.9 "Meter" means the Conlog Direct prepaid electricity sub-meter;
- 2.10 "Payment" means the reconciliation and payment process whereby Conlog will pay (reimburse) the Landlord for the amount of prepaid sales traversing through its system for the agreed period less any applicable charges or fees;
- 2.11 "Point of Purchase" means Conlog, the retailer or agent who supplies the Meters to the Property Owner/Landlord;
- 2.12 "POPIA" means Protection of Personal Information Act, Act No. 4 of 2013 or POPI Act;
- 2.13 "Property" means the physical address at which the Meter will be installed at, which is owned by the Property Owner, the details of which are reflected on the Registration Form;
- 2.14 "Property Owner" means the owner of the Property, whose details are specifically noted on the Registration Form;
- 2.15 "Registration Form" means the Conlog Direct registration form which may be found inside the box and on the Conlog Website which shall, upon completion, clearly reflect the following mandatory information:
 - 2.15.1 Property Owner's details, including name, identity number or company registration number;
 - 2.15.2 Contact details for Property Owner, including cell phone number and email address;
 - 2.15.3 Property address;
 - 2.15.4 Bank details for reimbursement;
 - 2.15.5 List of meter numbers for meters to be installed;
 - 2.15.6 Rate per kWh per meter;
- 2.16 "Utility Bill" means the municipal or Eskom utility bill received from the relevant authority for services provided by a utility which is wholly owned and operated by a municipality; municipal authority or other relevant authority;
- 2.17 "VAT" means value-added tax, as provided for in terms of the Value-Added Tax Act 89 of 1991, as amended from time to time;
- 2.18 "Vending" means the platform available to a Consumer/Occupant/Tenant to purchase prepaid electricity tokens for the Meter installed on the Property by the Property Owner or Landlord;
- 2.19 "Service Fee" means the fee charged by Conlog per transaction for services rendered under the Third Party Vending solution provided;
- 2.20 "Statement" means the reconciliation report showing the total amount of prepaid electricity sales traversing through Conlog's Third Party Vending Solution for the vending period, including any other applicable charges, costs or fees;
- 2.21 "Support" means the Conlog Customer Care Centre team which may be contacted from 06:00 am – 10:00 pm daily, Monday to Sunday, including public holidays and may be contacted on 031 268 1227 or support@conlog.com;
- 2.22 "Terms and Conditions" means these written Terms and Conditions document together with any annexures, schedules, amendments and any other accompanying policy documents which are related to the purpose of this agreement;
- 2.23 "Third Party Vending Solution" means the Conlog provided revenue management solution to enable the purchase of prepaid electricity tokens via a number of vending channels, including but not limited to, the Conlog Direct mobile application or website, banking mobile applications or websites, retail outlets, ATMs, mobile phones, other mobile applications or websites, formal and informal vendors, etc.

3. CONSENT TO PROCESSING PERSONAL INFORMATION

- 3.1 In terms of any applicable data protection regulatory provisions (e.g. the Protection of Personal Information Act, 2013):
 - (a) where it is required for Conlog to process personal information/data of another person on your behalf, you warrant that the data subject concerned has consented to Conlog doing so;
 - (b) where it is required for Conlog to process your personal information/data, you consent to Conlog doing so.

4. REGISTRATION, VERIFICATION AND VALIDATION

- 4.1 To register the Meter, the Property Owner/Landlord must complete the Registration Form and submit the completed form to Conlog together with the following mandatory documentation:

- 4.1.1 A copy of the Property Owner's South African ID and/or company registration documents and/or trust documents accompanied by letters of resolution/authority in the event of the Property Owner being a Company or a Trust;
- 4.1.2 Proof of banking details of the Property Owner in the form of a letter from the bank confirming the account number and name of the account holder, or bank statement, or cancelled cheque; and
- 4.1.3 A copy of the Utility Bill clearly reflecting all Property details including the prescribed tariff or, in the case of a prepaid utility meter, a copy of the last prepaid electricity token purchased;
- 4.2 It is the responsibility of the Property Owner to ensure that the correct information and bank details are furnished to Conlog. Conlog accepts no responsibility whatsoever for incorrect information supplied herein. The Property Owner hereby indemnifies Conlog for any loss or liability arising as a result of payments processed based on incorrect banking details being provided.
- 4.3 Any Payments rejected due to incorrect banking details furnished will result in the Property Owner being liable for an administration fee.
- 4.4 Should the Property Owner fail to comply in any regard, the registration process will remain incomplete and Conlog will be entitled, at its discretion to charge an administration fee for work done on an incomplete registration.
- 4.5 All information and documentation provided during registration process will be dealt with in terms of the requirements of POPIA and Conlog's Privacy Policy.

5. INSTALLATION AND USE

- 5.1 The cost of installation of the Meter is not included in the purchase price of the Meter. This shall be for the sole account of the Property Owner.
- 5.2 **The installation of the Meter must be attended to by a suitably qualified and registered electrician capable of issuing an ECOC and in compliance with the Electrical Installation Regulations 2009 and the Electrical Installation Regulations 2009 – Associated Standards.**
- 5.3 It is the responsibility of the Property Owner to appoint a registered electrician who is certified to install the Meters. In the event that the electrician is neither certified nor qualified to install prepaid sub-meters, or is inexperienced with the installation and the Meter becomes damaged in any way whatsoever, the Property Owner will not be able to rely on the Conlog Warranty.
- 5.4 It is expressly recorded that Conlog is not a generator, supplier or distributor of electricity. Electricity is generated, supplied and/or distributed by the relevant authorities. Conlog only supplies the Meters which can be used for the measuring, monitoring and management functions as herein described. Conlog consequently does not accept any responsibility for the non-supply or interruption of electricity to the property, particularly in circumstances falling exclusively under the control of the relevant authorities. The Property Owner hereby indemnifies Conlog and holds it harmless against any claims from a Consumer/Occupant/Tenant, user or any other person or party that may arise from such non-supply, interruption, leak, power surge or any other detrimental activity.
- 5.5 Conlog will not be held liable under any circumstances for any claims whatsoever from the municipality, Eskom or any other relevant authority, Property Owner, third party or any other claimant for any damage, breach of municipal or Eskom regulations, incorrect installations, tampering and/or bypassing of municipal or Eskom meters, fraudulent installations, damage of premises, consequential damages and all claims arising in this regard will be for the sole account of the Property Owner. The Property Owner hereby indemnifies Conlog from any claims of this nature which may arise, and further indemnifies and keeps indemnified Conlog, its officers, employees, agents and contractors from and against any and all costs, loss, expense, liability, claim or damage of whatsoever nature (including but not limited to any liability for legal fees and expenses) which Conlog or its officers, employees, agents and contractors incurs or suffers as a consequence of, or would not have arisen but for, any default by the Property Owner/Landlord (or its officers, employees, agents and contractors) in the performance of any of its obligations under any agreement.
- 5.6 After completion of the installation process, if a Meter enters into a "tamper mode" as a result of any tampering, fraudulent installations or damage of premises, a Clear Tamper Token will need to be requested from Conlog in order to allow the Meter to operate. Clear Tamper Tokens will be charged to the Landlord/Property Owner. The procedure and applicable charges for the request and issue of Clear Tamper Tokens is available upon request.

6. VENDING

- 6.1 The Consumer/Occupant/Tenant can purchase prepaid electricity tokens from Conlog's Third Party Vending Solution.
- 6.2 The total value of the tokens purchased in this manner are reimbursed to the Property Owner/Landlord by Conlog less the Service Fee and/or other applicable charges, costs or fees.
- 6.3 The Landlord acknowledges and accepts that rebate Payments (funds received by Conlog from Conlog's Third Party Vending Solution) will be released by Conlog as per the terms stipulated in paragraph 9 below.
- 6.4 The Property Owner/Landlord will be entitled to change the Supplier Group Code ("SGC") of the Meter to allow vending from another service provider, however it will be subject to a key change fee together with applicable administration fees incurred. The procedure and applicable charges for the key change of Meters is available to the Property Owner upon request.

7. TERMINATION

- 7.1 The provisions hereof shall operate specifically between the Property Owner and Conlog. Should the property be sold or ownership transferred to another person or entity, or should the Property Owner appoint a new Landlord at any time after registration and installation, the agreement herein shall terminate between the parties and the new Property Owner/Landlord will need to commence the registration process afresh and have the Meter/s registered to himself/herself/itself.
- 7.2 All costs associated with the decommissioning, re-registration and re-installation shall be borne by the new owner of the Property, or the Property Owner if same has been agreed and provided to Conlog in writing prior to such migration.
- 7.3 All information and documentation provided during the registration process will be dispensed with in terms of the requirements of POPIA and Conlog's Privacy Policy.

8. TARIFF

- 8.1 Conlog shall load the relevant electricity consumption tariff on its system according to which the Consumer/Occupant/Tenant will pay for his/her/its consumption of electricity at the Property. It is the responsibility of the Property Owner to ensure that the correct prescribed tariff as per the Utility Bill or last prepaid token purchased, is furnished to Conlog.
- 8.2 The supply of electricity to the property and the operation of the Meter shall at all times be subject to the relevant municipal by-laws and regulations, the Electricity Regulation Act, No. 4 of 2006, and all other relevant statutory provisions, as amended from time to time.
- 8.3 It is the responsibility of the Property Owner to ensure that the monthly Utility Bill from the relevant authority conforms with his/her/its Meter consumption, and in the event of any discrepancies, to immediately notify Conlog of such discrepancy.
- 8.4 Conlog shall attend to correction of the tariff upon notification should it be required, however shall in no way be liable for any discrepancies which may occur in this regard.

9. PAYMENT

- 9.1 Conlog shall, by the third (3rd) working day of every month, prepare and provide to the Property Owner, a Statement of all prepaid electricity sales for the preceding calendar month.
- 9.2 Based on the Statement, the amount due to the Property Owner in lieu of total sales collected by Conlog on behalf of the Property Owner will be calculated, subject to the deduction of the Service Fee and/or other applicable charges due to Conlog for services provided in terms of this agreement.
- 9.3 The Property Owner/Landlord must allow five (5) working days from date of Statement for the Payment to reflect in his/her/its nominated bank account. Should there be any disputes with regard to the payment made or the Statement, the Property Owner/Landlord must notify Conlog in writing within five (5) days from receipt of payment.
- 9.4 Conlog shall not in any way be responsible for any non-payment or shortfall of amounts due on the Utility Bill by the Property Owner to the relevant authority.

10. WARRANTY, REPAIR AND REPLACEMENT PROCEDURES

- 10.1 For a period of one (1) year from the date of purchase, Conlog warrants the Meters to be free from any defect in material, design & workmanship ("the Warranty").
- 10.2 Subject to the provisions of Section 56 and 57 of the Consumer Protection Act 68 of 2008 ("the Act"), the Warranty does not cover periodic checks, maintenance, repair and maintenance of parts due to normal wear and tear, abuse or misuse of the Meter for its intended use, failure of the Meter arising from incorrect installation, for use not consistent with technical or safety standards or failure to comply with manual instructions, accidents, acts of God, or any cause beyond the control of Conlog caused by but not limited to lightning, water, fire, public disturbances, improper ventilation, uninstallation and re-installation and unauthorized modifications, or, by any neglect on the part of any person other than Conlog.
- 10.3 The Warranty is only valid for Meters purchased in the Republic of South Africa and intended for use in the Republic of South Africa and only validated on presentation of proof of purchase (invoice, sales slip indicating date of purchase, dealers name, model and serial number) and a ECOC for the installation of the Conlog Meter.
- 10.4 The Warranty shall be invalidated if there are any faults in the installation of the reticulation to which the Meters are connected, or if the Meters are in any way tampered with, bypassed or opened by persons who have not been trained and certified in the repair and installation of prepaid sub-meters.
- 10.5 If the Property Owner is of the view that the goods are subject to a defect covered by the Warranty, it shall within the warranty period, notify the Point of Purchase in writing and shall return the Meter/s for testing.
- 10.6 If there is any defect in material, design & workmanship covered by the Warranty, Conlog may at its election, either repair and/or remedy such defect, or replace the Meter/s, subject to the provisions of Section 56 of the Act.
- 10.7 Subject to the provisions of Section 56(2), the Warranty does not include transportation, installation and uninstallation costs.
- 10.8 Should it transpire that the Meters are not defective or that the defects are not covered by the Warranty, the Property Owner shall be liable to Conlog for the reasonable testing and assessment fee as well as the transportation costs incurred for return of the Meter to the Point of Purchase. Further, Conlog will no longer be liable for the risk and expense associated with return of the Meter in terms of Section 56(2) of the Act.
- 10.9 The warranty period on all repairs will be valid for a period of three (3) months from the date of collection by or delivery to the Point of Purchase. The repairs warranty only covers the work performed and parts used in the repair. Any repair warranty will be void where defects have been caused by abnormal usage, neglect, tampering, incorrect installation, where incoming supply to the unit is not in line with Conlog's specification or where the fault is caused by natural causes such as lightning, fire, flood etc.
- 10.10 The Meter must be returned to the Point of Purchase.
- 10.11 Meters that have changed its SGC via the key change process will result in the termination of Conlog's Warranty and Support.
- 10.12 Conlog shall not be liable for any direct, incidental or consequential damages for breach of any express or implied manufacturer's warranty of the Meter except as specifically provided for in terms of the Act.
- 10.13 Save as set out in these Terms and Conditions, and subject to the applicable provisions of the Act, no warranty or guarantee shall apply in respect of the Meters supplied and Conlog's sole liability shall be as provided for in terms of these Terms and Conditions.

11. SUPPORT FEE

- 11.1 Conlog will charge the Property Owner a monthly fee of R 25.00 for access to Support required on its Meters.
- 11.2 Support may be accessed by means of the Conlog Customer Care Centre, via email or WhatsApp on the details provided at registration or on the Conlog Website.
- 11.3 The fee for Support and the Support service itself does not include assistance with general electrical issues. These must be referred to a suitably qualified and certified electrician, the costs thereof being for the account of the Property Owner.
- 11.4 The Support fee is subject to variation and may change without prior notification.
- 11.5 The Support fee shall include a vending support service available seven (7) days a week, between the hours of 6am to 10pm, which service includes issuing of prepaid electricity recharge tokens as required.

12. ACTIVATION FEE

- 12.1 Conlog will charge a once off activation fee of R50.00 for the costs associated with the registration and installation process.
- 12.2 The activation fee is subject to variation and may change without prior notification.
- 12.3 This fee will be waived if the Meter is installed and Activated within thirty (30) days of purchase.

13. VALUE ADDED TAX (VAT)

- 13.1 Conlog is a VAT vendor as defined under the VAT Act and is registered under VAT number 4870188713.
- 13.2 Conlog is therefore required to charge VAT at the prevailing rate (currently 15%) on all charges to the Property Owner unless it specifically qualifies to be a product or service levied with VAT at 0% or is exempt.
- 13.3 As per the provisions of paragraph 5.4 above, Conlog is not an agent of the Property Owner with respect to the supply of electricity but a service provider with respect to the collection of funds and reporting of prepaid electricity tokens purchased by the Consumer/Occupant/Tenant via Conlog's Third Party Vending Solution. As such, Conlog is not required to comply with the provisions of section 54 of the VAT Act and will not issue a tax invoice to the Property Owner, and will only issue a Statement which is in compliance with Conlog's obligations in terms of the VAT Act.
- 13.4 The Property Owner is responsible for his/her/its own VAT and tax obligations to the relevant authorities arising from the transactions from this agreement and Conlog accepts no liability for the Property Owner's failure to meet any obligations in this regard.

14. EXCLUSION OF LIABILITY:

- 14.1 The Act shall not apply if the Property Owner is a juristic person with an annual turnover or asset value of over R2 million.
- 14.2 It is not the intention of Conlog to limit any rights of the Property Owner in any way. Similarly, Conlog does not intend to limit any claim which the Property Owner might have under Section 61 or otherwise of the Act.
- 14.3 Conlog shall however, not be liable to the Property Owner for any liability, loss, expense, claim, action or damage suffered or sustained by it, or any other party, howsoever arising irrespective whether such liability, loss, action, expense, claim or damage arises out of or pursuant to a negligent or wrongful act or omission of Conlog or its employees. Conlog shall not be liable to the Property Owner or any other party, in any circumstances whatsoever for any indirect, contingent or consequential loss sustained or incurred by such party howsoever arising and of whatsoever nature, including but not limited to loss of profits, whether or not both parties or either party contemplated such losses or damages at any time.
- 14.4 Notwithstanding the provisions above, Conlog's liability with respect to any and all claims howsoever arising, or in connection with these Terms and Conditions shall be limited to direct losses and will not exceed 150% of our Service Fees for the relevant Meter/s in the month before the month in which the claim arose.
- 14.5 Conlog and its employees and agents do not accept responsibility for any damage caused by any means to any person or property as a result of the incorrect installation of any Meter.
- 14.6 Conlog does not accept any form of liability for loss or damage or any other liability due to the use of Meter under conditions that were not intended by the manufacturer. This includes, but is not limited to:
 - 14.6.1 usage of the Meter on higher amperage than that specified;
 - 14.6.2 allowing for water (hot or cold) to pass through the Meter;
 - 14.6.3 allowing for the Meter to be exposed to the elements of nature.
- 14.7 Any rejected payments due to incorrect banking details, transfer of ownership or key change transactions will result in the Property Owner being liable for an administration fee payable to Conlog. The Property Owner hereby indemnifies Conlog for any loss or liability arising in this regard.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 15.1 The parties hereto agree that each shall treat confidentially the Terms and Conditions of this agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any regulatory authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by applicable law.
- 15.2 Neither the Property Owner nor the Consumer/Occupant/Tenant shall under any circumstances acquire any patent design, copyright or trademark rights in and to the goods (including any computer software) or any improvements modifications or accessories thereto by virtue of the purchase, installation and use of the Conlog Prepaid Sub-Meter.
- 15.3 Copyright and all other intellectual property rights of Conlog, will at all times remain vested with Conlog.
- 15.4 Any attempt by the Property Owner to copy, infringe, modify duplicate, Conlog's copyright and all other intellectual property rights, will be regarded as a material breach of any agreement between them, and the Company will in its sole and absolute discretion be entitled to cancel such agreement, and institute action for damages as a result of such intellectual property infringement.

16. FORCE MAJEURE

- 16.1 Conlog shall not be liable to the Property Owner or any other party, for any failure, delay or default in the performance of its obligations under these Terms and Conditions, if and to the extent that such failure, delay or default is caused by force majeure, which includes, but is not limited to (without detracting from any other events covered by the rules and principles relating to force majeure), *casus fortuitous* ("chance occurrence, unavoidable accident"), acts of God, strikes, lock-out, fire, riot, civil unrest, flood, drought, state of emergency, inability to secure power, materials or supplies, embargoes, export control, international authority, any requirements of any authority or other competent local authority, war (whether declared or not), civil disturbance, sabotage, pandemic, declared state of disaster, any circumstances beyond its reasonable control, Court Order, or failures, shortages, interruptions or fluctuations in electrical power or communications, provided that inability to meet any obligation hereunder because of lack of funds shall in no circumstances be treated as an event of force majeure.

17. DISPUTES AND CONSENT TO JURISDICTION

- 17.1 Any and all disputes arising from this agreement between the parties and by operation and implementation of these Terms and Conditions shall first be referred to the duly authorised representatives of each party for amicable resolution within 10 (ten) business days.
- 17.2 Should the parties elect to approach the courts for resolution of any disputes, the parties hereby consent to the jurisdiction of the Magistrates Court notwithstanding the fact that the claim concerned may otherwise exceed the jurisdiction of such Court.

18. GENERAL:

- 18.1 The Property Owner warrants that all information completed by the Property Owner on the registration form and during the registration process is true and correct and that any incorrect or fraudulent information provided may result in invalidation of any applicable Warranty.
- 18.2 The Property Owner undertakes to notify Conlog in writing regarding any changes to information provided to Conlog during the registration process.
- 18.3 A certificate signed by Conlog's Financial Manager or Credit Controller, whose appointment and/or authority need not be proved, shall be prima facie proof (a fact presumed to be true unless it is disproved) of the Property Owner's indebtedness to Conlog, and shall be sufficient to enable Conlog to obtain judgment against the Property Owner in any competent court having jurisdiction, and shall be valid as a liquid document for those purposes.
- 18.4 Notwithstanding any dispute between the parties, or any alleged counterclaim by the Property Owner, the Property Owner shall not be entitled to refuse, delay or withhold payment due to Conlog, or any part thereof.
- 18.5 Should it become necessary for Conlog to incur legal costs to enforce its rights in terms of these Terms and Conditions, then it shall be entitled to recover such costs, including attorney and own client costs, whether or not such costs are incurred in legal proceedings, as well as collection commission from the Property Owner.
- 18.6 Conlog shall have the right at its sole cost and expense to subcontract, assign, novate, sell or encumber any of its interests or obligations arising hereof and/or the proceeds hereto.
- 18.7 Conlog chooses as its *domicilium citandi et executandi* for all purposes, 10 Mzimkhulu Drive, Dube Trade Port, La Mercy, South Africa and the Property Owner chooses as its *domicilium citandi et executandi* for all purposes physical address recorded for the Property Owner in the Application form completed.

- 18.8 The relationship of the parties shall be that of independent parties to the sale transaction, and this agreement shall not constitute a contract of agency, employment, joint venture or partnership between the Conlog and the Property Owner.
- 18.9 These Terms and Conditions may change from time to time. It is the responsibility of the Property Owner to acquaint himself/herself/itself with the latest Terms and Conditions as published on the Conlog Website or which will be made available upon request.
- 18.10 All transactions with the Property Owner arising here from shall be governed and construed in all respects in accordance with the laws of South Africa.
- 18.11 All transactions with the Property Owner are governed by these Terms and Conditions, and no other undertakings or representations shall be binding upon Conlog.
- 18.12 Any clause that is found to be invalid, unlawful, or unenforceable, in whole or in part to any extent, shall in that extent be severed from the remaining terms and conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.