

**STANDARD AGREEMENT
TRADING TERMS AND CONDITIONS
IN RELATION TO THE SALE BY UMOYA NETWORK SOLUTIONS (PTY) LTD
("Seller")
OF GOODS AND SERVICES**

1. SOLE TERMS AND CONDITIONS

The sale of goods and services by the Seller to any purchaser of such goods or services (herein referred to as "the Buyer") will be subject to the following terms and conditions.

The only basis upon which the Seller is prepared to do business with the Buyer is that, notwithstanding anything in any acceptance, order or other document or agreement to the contrary, these terms and conditions shall constitute the sole terms of the agreement between the Seller and the Buyer and shall operate in respect of any and all business between them and no amendment to, cancellation or variation of this agreement or any waiver or indulgence which would otherwise give rise to estoppel, shall be binding unless recorded in a written document signed by an authorised representative of the Seller.

Even if the Buyer uses its own form of purchase order and the Seller uses its own forms for the purpose of acknowledging the orders, any standard conditions therein, save for those contained in the Seller's Quotation or Pro-forma Invoice, are deemed to have been waived and shall have no effect with respect to the supply and delivery of the Goods or Services.

Clause headings are for convenience and shall not be used in its interpretation and unless the context clearly states otherwise.

An expression which denotes any gender includes the others AND a natural person includes an artificial person and vice versa AND the singular includes the plural and vice versa;

2. DEFINITIONS

In this document the following words and expressions shall bear the meanings assigned below:

"Buyer" means the organisation or person who buys Goods or Services from the Seller;

"Conditions" means the terms and conditions of sale set out in this document and any special terms and/or conditions agreed in writing by the Seller;

"Goods" means any items or services of whatsoever nature that are supplied by the Seller to the Buyer in terms hereof; the articles or services which the Buyer agrees to buy from the Seller;

"Services" means services of whatsoever nature that are supplied by the Seller to the Buyer in terms hereof;

"Intellectual Property Rights" means all patents, copyright, trade marks, trade names, service marks, any other symbols, know-how and all other forms of intellectual property wherever in the world enforceable;

"Laws and Standards" means any law, statute, ordinance, decree, regulation, rule, code, legislative measure or standard;

"Party" means each of the Buyer or the Seller and together "Parties";

"Pro-forma Invoice" means the confirmation issued by the Seller to the Buyer following receipt of the Buyer's order, setting out the terms under which the relevant shipment of Goods is to be sold and delivered to the Buyer;

"Seller" shall mean, collectively or individually as the case may be, Umoja Network Solutions (Pty) Ltd and/ or any of its subsidiaries from time to time, which supply goods or services to Buyers;

"Taxes" means any applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof;

"Technical Data" means the technical specifications with regard to the Goods as stated in the Seller's data sheets applicable and valid at the time of delivery of the Goods, such data sheets being provided by the Seller only as indication in respect of the relevant Goods and by no means shall they be deemed to amount to specifications;

"Use" means use, processing, handling, sale, transportation and/or storage.

3. QUOTATIONS AND ORDERS

Any quotation given is not an offer by the Seller to sell the goods but constitutes an invitation by the Seller to the Buyer to do business with the Seller and it may be revoked at any time by the Seller. The Seller may accept or reject in whole or in part any order placed upon it by the Buyer and a contractual obligation to supply shall only exist if, after acceptance of the quotation, the Seller confirms in writing that a contract exists or tenders supply of goods. An order may not be unilaterally altered or withdrawn after acceptance by the Seller.

The terms and conditions herein contained shall bind the Seller and the Buyer in all future contracts, agreements, tenders and quotations unless varied by both parties in writing.

Risk in and to the goods shall pass to the Buyer upon delivery thereof by the Seller to the Buyer unless otherwise agreed to in writing between the Seller and the Buyer.

Where a sample of the Goods is supplied to the Buyer or a description is given in respect of the Goods or Services, the Parties accept that such a sample is so supplied and that such a description is provided solely for information and identification purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, suitability or fitness for any purpose and the Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods or contracting the Services.

In the case of the provision of Goods each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

4. DELIVERY

Any delivery date indicated by the Seller shall be regarded as the estimated date of delivery and is not binding on the Seller. The Buyer shall accept delivery whenever it is tendered. The Buyer shall inspect all goods upon delivery and shall endorse the delivery note as to any missing or damaged goods, failing which any claim for missing or damaged goods is waived.

Complaints about the Goods shall be made in writing and must reach Seller not later than seven (7) days from the date of delivery in respect of any defect (other than due to transportation) or shortage which would be apparent from a reasonable inspection on delivery. Any Use of the Goods by the Buyer shall be deemed to be an unconditional acceptance of the Goods by the Buyer and a waiver of all claims in respect thereof.

Delays in delivery due to any act or omission of the Buyer shall render it liable to pay storage costs. If the Seller agrees to engage a third party to transport the goods, it is hereby authorised to engage a third party on the Buyer's behalf.

Every endeavor will be made to effect delivery of the Goods, or completion of the Service contracted, promptly or within the period indicated in writing by the Seller and the Seller does not accept any responsibility whatsoever for delays in delivery which are due to strikes, labour disputes, accidents, weather, breakdown of machinery or any other causes of whatsoever nature. Any delay in delivery, or completion, shall not entitle the Buyer to cancel any order or to refuse acceptance of delivery at any time.

Unless otherwise agreed in writing, delivery of the Goods shall be made at the address required by the Buyer and on the approximate date specified by the Seller in the relevant Quotation or Pro-forma Invoice in accordance with the terms specified therein, such terms having the meaning assigned to them in INCOTERMS 2000 published by the International Chamber of Commerce.

Delivery by the Seller within a reasonable period prior to or after such date shall amount to compliance with these Conditions. Time for delivery shall not be of the essence of the contract.

Delay in delivery of any Goods shall not relieve the Buyer of its obligation to accept deliver thereof.

Defects or defaults in parts of the Goods stated in the Seller's Pro-forma Invoice do not entitle the Buyer to reject the entire delivery of the Goods. Complaints, if any, do not affect the Buyer's obligation to pay.

5. CANCELLATION

The Buyer's wrongful non-acceptance or rejection of the Goods or cancellation of the order shall entitle the Seller to recover, in addition to any other damages caused by such action:

- a. in the case of Goods which reasonably cannot be resold by the Seller to a third party, the price of such Goods; or
- b. in the case of Goods which can be resold by the Seller, damages equal to fifty (50) per centum of the price for the Goods as liquidated damages.

6. OWNERSHIP AND RISK

Ownership of (or in the case of software, the non-exclusive and non-transferable right to use the object code) any goods shall not pass to the Buyer, notwithstanding installation, until the full purchase price and interest has been paid. Accession shall not apply. Copyright, Intellectual Property Rights in all operating software and documentation remains vested in the Seller.

The risk in any relevant goods shall pass to the Buyer on delivery thereof by the Seller to the Buyer.

The Seller reserves the right to advise the end user or landlord of the property where the goods have been installed or delivered as to the ownership of the goods. All goods, whether attached to immovable property or not, will be construed as movable property and may be removed and exempted from any damage.

In the event of termination of these Conditions, the Seller shall, without prejudice to any other rights of the Seller, be entitled to require immediate re-delivery of the Goods for which it may invoke retention of title.

As long as title to the Goods remains with the Seller, the Buyer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall:

- a. keep the Goods separate and in a clearly identifiable manner;
- b. notify the Seller immediately of any claims by third parties which may affect the Goods; and
- c. adequately insure the Goods.

Unless otherwise agreed in writing and notwithstanding the INCOTERMS applicable to a relevant shipment of Goods, the Seller shall procure and maintain insurance, covering such risks which insurance policy shall specify, to the minimum level, subject to the possibility for the Buyer to require the Seller to require additional insurance cover, for and on behalf of the Buyer and shall be entitled to claim directly from the insurer.

The Buyer shall pay for the premium payable in respect of the insurance cover obtained for and on its behalf by the Seller under the paragraph above, and hereby agrees that the Seller shall be entitled to claim directly on and for its behalf, if applicable, in the case of loss of or damage to the Goods in transit.

7. PURCHASE PRICE AND PAYMENT

Orders are accepted by the Seller only on the basis that the prices charged will be those ruling at the date of dispatch of the goods, unless otherwise expressly stated. A copy of the Seller's ruling prices from time to time may be obtained from It.

Unless the prices have been indicated as fixed by the Seller in the Seller's quotation or Pro-forma Invoice, the Seller is entitled to increase the price of the Goods still to be delivered, if factors affecting the cost of production and sale of the Goods have been subject to an increase. Such factors include, but are not limited to, raw materials, energy, products obtained by the Seller from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. The Seller shall notify the Buyer of such increase as soon as practicable.

The Buyer shall be obliged to pay to the Seller in addition to the contract price herein the amount of any

tax (including VAT), duty or other charge (including an amount equal to any withholding tax) of any nature whatsoever imposed by any law or regulation AND any other additional costs of any nature whatsoever arising due to factors beyond the control of the Seller.

For example the Seller may increase the purchase price in respect of any goods supplied in order to make provision for any increases in costs.

The purchase price payable to the Seller in respect of any Goods or Services delivered or offered in the Southern African Development Community (SADC) region shall be payable by the Buyer to the Seller, in South African Rands, and internationally shall be payable in the currency determined in the Quotation and/or Pro-forma Invoice.

The purchase price and delivery is ex-works and unless specifically provided to the contrary, includes insurance and freight, which shall be paid directly by the Seller and reimbursed by the Buyer. The Buyer may not withhold payment nor set off any amount due to the Buyer by the Seller. Goods repaired may be sold by the Seller to defray repair/ storage costs if not collected within 30 days of repair.

The Buyer may not withhold payment of any invoice or other amount due to the Seller by any reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

Unless otherwise agreed payment in full without deduction or set-off in respect of goods sold shall be due and payable within 30 (thirty) days of the date of invoice.

The Seller shall charge the Buyer interest at the rate of 2% (two per centum) per annum above the prime bank lending rate as determined by The Standard Bank of South Africa Ltd. from time to time, subject to the maximum legal lending rate, on all accounts outstanding in excess of 30 (thirty) days from due date, provided however, that nothing herein contained shall be interpreted as obliging the Seller to afford the Buyer any indulgence to effect payment after due date.

No relaxation or indulgence granted to the Buyer by the Seller at any time shall be deemed to be a waiver of any of the Seller's rights in terms hereof, and such relaxation or indulgence shall not be deemed novation of any of the terms and conditions set out herein, or create any estoppel against the Seller.

The prices and currencies of the Goods are as set out in the Seller's quotation relating to the relevant shipment of Goods.

Any complaints in respect of an invoice issued with regard to a particular shipment of Goods in accordance with the relevant quotation must be notified to the Seller in writing within seven (7) days after the date of receipt of the relevant invoice by the Buyer. Thereafter the Buyer shall be deemed to have approved the relevant invoice.

The Seller reserves the right at any time to refuse services, or withdraw services, should the Seller not be able to obtain satisfactory guarantees for the due and prompt payment to it of all monies which may become due.

If payment of the price or any part thereof is not made by the due date, then without prejudice to any of the Seller's other rights, the Seller shall be entitled to:

- a. require payment in advance of delivery in relation to any Goods not previously delivered;
- b. refuse to make delivery of, suspend or cancel deliveries of any undelivered Goods, or suspend the provision of Services, whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
- c. treat any such failure as refusal by the Buyer to perform any further under the contract;
- d. appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit;
- e. terminate the contract.

Any payment by the Buyer shall be applied in satisfaction or reduction first of judicial and extrajudicial costs incurred; secondly of the interest owed by it; thirdly of the outstanding amounts invoiced in reverse order of maturity, irrespective of contrary advice from the Buyer.

8. INFORMATION

The Buyer hereby agrees that the Seller may obtain from other known creditors of the Buyer, details as to the status of the Buyer's accounts with such creditors.

The Buyer agrees that the Seller may use information obtained from one or more credit bureaus to assess any credit application by the Seller.

The Buyer acknowledges and agrees that any information regarding creditworthiness, defaults in payment to the Seller and details of the manner in which it conducts its account with the Seller, may be disclosed to any other creditor of the Buyer or to any credit bureau.

9. INTELLECTUAL PROPERTY RIGHTS

The Technical Data of the Goods and Services and all Intellectual Property Rights produced from or arising as a result of the manufacture and sale of the Goods, or the provision of Services (including software) shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

10. MODIFICATIONS AND INFORMATION –INDEMNITY

Unless the Technical Data have been agreed to be fixed for a certain period relating to the Goods or Services, the Seller reserves the right to change or modify the Technical Data, construction and/or manufacture of the Goods and to substitute materials used in the production and/or manufacture of Goods from time to time without prior written notice. The Buyer acknowledges that data in the Seller's catalogues, technical data sheets and other descriptive publications distributed or published on its website by the Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of the Seller in relation to the Technical Data, the Goods and the Use thereof shall be furnished for the information of the Buyer only.

The Buyer must utilise and solely rely on its own expertise, know-how and judgement in relation to the Goods and the Use thereof.

11. INSTALLATION CONDITIONS

The Seller is not liable for ensuring the suitability of any building, structure, power supply, existing cabling, safety, security or any other products and/or services required prior to connectivity of our equipment. The Seller will where possible, provide relevant information as required to assist with the installation process.

Any defects or non-compliance may necessitate cessation of work until circumstances are rectified.

The Seller reserves the right to halt all installation works should they consider the safety and/or security to be compromised or insufficient in any way.

Should the Seller be delayed by sub-contractors prior to installation of equipment, this will be deemed to be downtime. The Buyer will be responsible for any resulting downtime and this will be considered as "non productive time" and as such, shall be fully chargeable.

12. WARRANTIES AND GUARANTEES

No Warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this agreement shall be binding on the Seller.

The Buyer irrevocably waiving any right (common law or otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken "as is" and with the exclusion of all common law and other remedies.

Where the Goods have been manufactured by the Seller, the Seller solely warrants that the goods shall conform to the basic points of the technical data for the duration of nine (9) months from the date of production of the relevant goods

To the extent that goods supplied by the Seller are in any way defective, the Buyer shall be entitled, within 3 months of the delivery of the relevant goods, to claim the replacement or repair of goods to eliminate any defect in workmanship or materials found to be due exclusively to any acts or omissions

on the part of the Seller, in the Seller's sole opinion (which shall be binding on the Buyer), of which defects the Seller shall have been notified in writing by the Buyer within 10 days after the defect arises. The Seller shall not be responsible for costs incurred in dismantling or fitting replacement parts or reassembling the goods. The Seller's liability shall be limited on return to the Seller of the goods or parts thereof, to what is set out above.

However, the Seller's obligation to replace or credit shall be contingent upon receipt by the Seller of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods. The foregoing limited warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.

If and to the extent the goods fail to meet such limited warranty, as shall be determined in accordance with the provisions above, the Seller may at its own discretion within a reasonable time either replace the goods at no charge to the Buyer, other than for transportation costs, or issue a credit note for any such goods in the amount of the original invoice price. The Seller's obligation shall be limited solely to the replacement of the goods or for credit of the goods in the event that such price has already been paid.

To be valid, a claim in terms of the guarantee as set out above, it must be in writing and must be supported by the original tax invoice. In addition, where required, the goods must be returned to the Seller in their original undamaged packaging.

The Seller shall have no liability in terms of the above if repairs or modifications have been made by persons other than the Seller; if any goods are operated with any equipment or part not specifically supplied or approved in writing by the Seller; or the goods were not operated, installed or maintained properly and in accordance with the Seller's instruction.

Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

Repairs or replacements are not subject to a new guarantee.

13. HANDLING FEE

The Seller may levy a fee of 10% of the purchase price of goods returned to and accepted by the Seller.

14. SUSPENSION AND TERMINATION

If (i) the Buyer is in default of performance of its obligations towards Seller or breaches any of the terms or conditions hereof or any other agreement with the Seller, or (ii) the Seller has reasonable doubts with respect to the Buyer's performance of its obligations to the Seller, or (iii) if the Buyer becomes insolvent or unable to pay its debts, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against the Buyer or if a receiver or administrator is appointed for all or a substantial part of the assets of the Buyer then, without prejudice to any other rights of the Seller, the Seller may by notice in writing forthwith

- a. treat as immediately due and payable all amounts which would otherwise only become due and payable in the future;
- b. cancel this agreement and retake possession of any of the goods sold.
- c. demand re-delivery and take repossession of any delivered Goods which have not been paid for, for which purpose the Buyer hereby grants an irrevocable right and licence to the Seller to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of the Buyer; and/or
- d. suspend its performance or terminate the delivery of outstanding Goods unless the Buyer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for the Goods to the Buyer; without any intervention of courts being required and without liability for Seller of whatsoever kind arising out of or in connection with such suspension or termination.

In any such event of (i) and/or (ii) and/or (iii), all outstanding claims of the Seller shall become due and payable instantly in proportion to the quantity of the Goods delivered to the Buyer and not re-possessed by the Seller.

15. JURISDICTION

The Buyer agrees that in the event of any dispute arising between the parties the Seller shall have the right to refer such dispute to an independent arbitrator for immediate resolution of such dispute. The arbitrator shall have the widest possible powers to arbitrate between the parties, to dispense with any or all rules of Court for the purpose of such proceedings and to make such award against any or both parties as he in his sole discretion may deem fit and the arbitrator's award shall be final and binding on the parties and shall not be subject to appeal. The arbitrator shall be a member of good standing with the Cape Town Regional Chamber of Commerce and Industry

Failing such arbitration the Buyer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by the Seller exceeds the normal jurisdiction of the Magistrates Court as to amount. The Seller shall in its discretion be entitled to proceed against the Buyer in any other court of competent jurisdiction, notwithstanding the foregoing.

The Parties' rights and obligations arising out of or in connection with the Pro-forma Invoice and/or these Conditions shall be governed by, construed, interpreted and enforced in accordance with the laws of South Africa, without giving effect to the principles of conflict of law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

The Parties hereby submit to the exclusive jurisdiction of the courts of South Africa without prejudice to the Seller's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in these Conditions, and the Parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.

16. COSTS

The Buyer shall be liable for all costs incurred by the Seller in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges legal costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction thereof.

17. LIMITATION OF LIABILITY AND INDEMNITY

The Buyer shall have no claim of any nature whatsoever whether for damages, reduction of purchase price, cancellation or otherwise, against the Seller, its servants or agents, in respect of any loss or damage sustained by the Buyer of any nature.

In no event shall the Seller be liable to the Buyer or any other organisation or person for any kind of special, incidental, indirect or consequential damage and/or loss and/or expense, including but not limited to the Buyer's loss of material, sales or profits, increased expenses of operation, loss of use of property or downtime, loss of goodwill, production failure or otherwise.

The technical advice and application instructions for the Use of the Goods, whether verbal, written or in tests provided by the Seller to the Buyer is deemed to be provided in good faith and to reflect the current level of technological knowledge and experience in respect of the Goods and Services. Details and information provided with regard to the Use of the Goods shall not be binding and the Seller does not assume any liability based on such consultations. The Buyer shall indemnify and hold the Seller harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, the Buyer's use thereof and/or the Buyer's use or application of any information disclosed or provided by or on behalf of Seller.

18. FORCE MAJEURE

Any transaction is subject to cancellation by the Seller due to force majeure from any cause beyond the control of the Seller.

Neither Party shall be liable for damage, loss, cost or expense arising out of or in connection with any delay or failure to perform any of its obligations towards the other Party caused by any circumstance

outside its reasonable control, including but not limited to act of God, acts, injunctions or restraints of any government, government regulations, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, lock out, slow down, labour disturbances, accident, riot, war, embargo, act of terrorism, rebellion, sabotage, epidemic, earthquake, flood, fire, explosion, lightning, lack or failure of transportation facilities, failure of power or of natural sources of supply, strike, similar official labour dispute or other labour circumstances, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply or from Sellers or subcontractors, or any other cause whatsoever whether similar or dissimilar to the foregoing.

Upon the occurrence of any event of force majeure, set out above, the Party suffering thereby shall promptly inform the other Party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Seller's Quotation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of force majeure. However, should a force majeure event continue or be expected to continue for a period extending to more than sixty (60) days after the agreed delivery date, either Party is entitled to cancel the affected part of Seller's Quotation without any liability to the other Party.

19. RELATIONSHIP OF PARTIES

Nothing contained in these Conditions shall be construed as establishing or implying any partnership, joint venture and/or agency.

20. NON-ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and the Seller for the sale of Goods shall not be assigned, ceded or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

21. WAIVER

The failure by either Party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms of these Conditions.

22. SEVERABILITY

If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

23. CONFIDENTIALITY

The Buyer shall keep confidential and shall not disclose to any third-party any technical or commercial information which it has acquired from the Seller as a result of discussions, negotiations, correspondence and other communications between them relating to the Goods, and any contracts entered into between the Seller and the Buyer.

24. MISCELLANEOUS

The English text of these Conditions shall be the only authentic text.

The Seller cannot be held responsible for the delivery of incorrect goods or services where such goods or services have been ordered telephonically.

The Buyer understands that credit facilities, where applicable, may be revised or withdrawn by the Seller without notice and in the Seller's absolute discretion.

25. DOMICILIUM

The Buyer hereby chooses as its domicilia citandi et executandi for all purposes in connection with or arising out of these standard terms and conditions of sale or any agreement of sale to which these standard terms and conditions of sale relate, the physical address as stated on the "confidential credit application form" or on the purchase order, or similar document, received by the Seller from the Buyer.