



August 2023

## Terms & Conditions at Severon:

### Introduction

1. This website can be accessed at [www.severon.co.za](http://www.severon.co.za), related mobi-sites, and software applications (the "Website") and is owned and operated by Severon Investments (Proprietary) Limited ("Severon," "we," "us," and "our").
2. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale, and delivery of Goods, and the use of the Website.
3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you," "your," or "user"), including, without limitation, each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register Now" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
4. The Website enables you to shop online for an extensive range of goods including PV Solar panels, Energy Storage batteries, AC DC Inverters, Air-to-Water Heat pumps, air conditioning and associated accessories ("Goods").

### Important Notice

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
  - may limit the risk or liability of Severon or a third party; and/or
  - may create risk or liability for the user; and/or
  - may compel the user to indemnify Severon or a third party; and/or serves as an acknowledgement, by the user, of a fact.
3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Severon to explain it to you before you accept the Terms and Conditions or continue using the Website.
5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or Severon in terms of the CPA.
6. Severon permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

### Returns

Please refer to our Returns Policy for more information about returning products (and related refunds, replacements, or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

Unit 16, Thynk Industrial Park  
1 Brickworks Way  
Briardene 4051

Tel: +27 31 303 1150  
Email: [info@severon.co.za](mailto:info@severon.co.za)  
[www.severon.co.za](http://www.severon.co.za)

Reg. No. 2020 / 812288 / 07  
VAT No. 4720266297



### Registration and use of Website

1. You may be required to register on the Website.
2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Severon. You will need to use your unique username and password to access the Website to purchase Goods.
3. You agree and warrant that your username and password shall:
  - be used for personal use only; and
  - not be disclosed by you to any third party.
4. For security purposes, you agree that you may have to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
5. You agree that when prompted on the website, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorized or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
6. You agree to notify Severon immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
7. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound by these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
8. You agree that you will not in any way use any device, software, or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute, or modify the Website or the information contained herein, without the prior written consent from an authorized Severon representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
9. You may not use the Website to distribute material that is defamatory, offensive, contains or amounts to hate speech, or is otherwise unlawful.
10. You may not in any way display, publish, copy, print, post, or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorized Severon representative.

### Conclusion of sale and availability of stock

1. Users may place orders for Goods, which Severon or the Third Party Seller may accept or reject. Whether or not Severon or the Third Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price), and receipt of payment or payment authorization by Severon for the Goods.
2. NOTE: Severon or the Third Party Seller will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and Severon or the Third Party Seller come into effect (the "Sale"). This is regardless of any communication from Severon stating that your order or payment has been confirmed. Severon will indicate the rejection of your order (by Severon itself or the Third Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.



3. Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
4. Placing Goods in a wish list, shopping basket, or a quotation/proforma invoice without completing the purchase cycle does not constitute an order for such Goods, and as such, goods may be removed from the shopping basket or quotation/proforma invoice if stock is no longer available or the price thereof might change without notice to you. You cannot hold Severon or the Third Party Seller liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
5. Severon reserves the right without notice to reject any payment of a quotation or proforma invoice if prices of the goods have changed.
6. You acknowledge that stock of all Goods on offer is limited, and that pricing may change at any time without notice to you. In the case of Goods for sale by Severon, Severon will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Severon will notify you, and you will be entitled to a refund of any amount already paid by you for such Goods.
7. In the case of Goods for sale by Severon or Third Party Seller, Severon relies on inventory information supplied by the relevant Third Party Seller's or suppliers and Severon accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any Goods from Severon or Third Party Seller which are in fact sold-out, you will be entitled to a full refund in line with our refund terms and conditions. Severon or Third Party Seller will not be liable for any resulting dispute or consequential damages as a result of Goods no longer being available.
8. All offers, deals, discounts, and pricing are available for the specified period and/or while stocks last. Severon cannot be held liable for any advertisement of deals that have already expired.
9. Any sale via the Severon website or offline channel complies with the product specifications/terms & conditions as stated on the Severon website.
10. Black Friday:
  - All pricing is valid while stocks last.
  - Orders are only confirmed at the time of an online order confirmation or full payment reflecting in Severon's bank account.
  - Severon reserves the right to reject a confirmed order should stock be sold out. If an order is rejected, an alternative item at its respective pricing at the time of the confirmation of the new order from the client will be offered. Alternatively, a refund will be done in accordance with our refund policies.
  - All installations are booked chronologically and within Severon's trading hours. Installation bookings are scheduled on a first-come, first-served basis.
  - Any queries or complaints regarding deliveries or customer services are to be directed via email to [info@severon.co.za](mailto:info@severon.co.za) only. Any query or complaint outside of this channel will not be attended to.
  - All queries or complaints will be attended to within 24 – 48 working hours.
  - Severon's turnaround time on all deliveries will be 7-14 working days during the Black Friday/Peak season period.
  - Any item ordered outside of the Black Friday category may experience delays in delivery and installation.



## Payment

1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
2. Whether the Goods are for sale by Severon or a Third Party Seller, payment can be made for Goods via
  - debit card;
  - credit card: where payment is made by credit card, we may require additional information to authorize and/or verify the validity of payment. In such cases, we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization, your order for the Goods will be canceled. You warrant that you are fully authorized to use the credit card supplied for purposes of paying for the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
  - direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Severon will not accept your order if payment has not been received;
  - Instant EFT;
3. You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.
4. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## Delivery of Goods

1. Severon offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:
  - courier; or
  - self-collection.
2. Our delivery charges are subject to change at any time, without prior notice to you, so please check the FAQs for the most up-to-date information. You will see the applicable delivery charges in your cart or on the product page when you check out.
3. Where it accepts your order, Severon or the Third Party Seller will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days from the receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification, elect whether to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
4. Severon's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for the delivery of the order. Severon is not responsible for any loss or unauthorized use of a product after it has been delivered to the physical address nominated by you.
5. We shall take all reasonable efforts to accurately deliver Goods on the Website. However, should there be any errors of whatsoever nature after the delivery and signed POD of the Goods, we shall not be liable for any loss, claim, or expense relating to a delivery error.



## Errors

1. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price, and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim, or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.
2. Severon shall not be bound by any incorrect information regarding our Goods displayed on any third-party websites.

## Privacy Policy

1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to –
  - your name and surname;
  - your email address;
  - your physical address;
  - your gender;
  - your mobile number; and
  - your date of birth.
3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
5. Subject to clause 14.6 below, we will not, without your express consent:
  1. use your personal information for any purpose other than as set out below:
    - in relation to the ordering, sale and delivery of Goods;
    - to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us);
    - to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us); and
    - to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
  2. disclose your personal information to any third party other than as set out below:
    - to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information to assist us in communicating with you properly and efficiently;
    - to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers, or promotional items offered by them (unless you have opted out from receiving marketing material from us);



- to law enforcement, government officials, fraud detection agencies, or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
  - to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services, etc.). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
  - to our suppliers for them to liaise directly with you regarding any faulty Goods you have purchased which require their involvement; and
  - to any Third Party Seller for purposes of sending you an invoice for any Goods purchased from such Third Party Seller, which disclosed information will be limited to your email address (refer to clause 13 above).
6. We are entitled to use or disclose your personal information if such use or disclosure is required to comply with any applicable law, subpoena, order of court, or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Severon is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of personal information which may be required of it.
  7. We will ensure that all of our employees, third party service providers, divisions, and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
  8. Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters, or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.
  9. We will –
    - treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
    - take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction, or damage, alteration, disclosure, or access;
    - provide you with access to your personal information to view and/or update personal details;
    - promptly notify you if we become aware of any unauthorized use, disclosure, or processing of your personal information;
    - provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and 6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
  10. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
  11. Severon undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
  12. While we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorized or unlawful disclosures of your personal





information while in our possession, made by third parties who are not subject to our control, unless such disclosure is a result of our gross negligence.

13. If you disclose your personal information to a third party, such as an entity that operates a website linked to this Website or anyone other than Severon, SEVERON SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
14. This website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognize repeat users, facilitate the user's ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected using cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser, you may not be able to use those features, and your access to our Website will, therefore, be limited. If you do not disable "cookies," you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 14.

#### **Changes to these Terms & Conditions**

1. Severon may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

#### **Electronic Communications**

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions or partners electronically in accordance with our privacy policy as set out in clause 14 above

#### **Ownership and Copyright**

1. The contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs, and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of Severon, its advertisers, and/or sponsors and/or is licensed to Severon.
2. You will not acquire any right, title, or interest in or to the Website or the Website Content.
3. Any use, distribution, or reproduction of the Website Content is prohibited unless expressly authorized in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content, contact us.
4. Where any of the Website Content has been licensed to Severon or belongs to any third party, your rights of use will also be subject to any terms and conditions that the licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.



## Disclaimer

1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from the use of the Website or reliance on any information on the Website.
2. While Severon takes reasonable measures to ensure that the content of the Website is accurate and complete, Severon makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the Website or as to the accuracy, completeness, or reliability of any information on the Website. If any such representations or warranties are made by Severon's representatives, Severon shall not be bound thereby.
3. Severon disclaims liability for any damage, loss, or expenses, whether direct, indirect, or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
4. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
5. Any views or statements made or expressed on the Website are not necessarily the views of Severon, its directors, employees, and/or agents.
6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Severon also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials, or any other data or code that is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize, or otherwise impede in any manner the operation, stability, security functionality, or content of your computer system, computer network, hardware, or software in any way. You accept all risk associated with the existence of such viruses, destructive materials, or any other data or code that is able to corrupt, compromise, jeopardize, disrupt, disable, harm, or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of Severon, its employees, agents, or authorized representatives. Severon thus disclaims all liability for any damage, loss, or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

## Limitation of Liability

1. Severon cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or willful misconduct of Severon, its employees, agents, or authorized representatives. You are encouraged to contact us to report any possible malfunctions or errors.
2. Severon shall not be liable for any direct, indirect, incidental, special, or consequential loss or damages that might arise from your use of, or reliance upon, the website or the content contained on the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third-party website.
3. You hereby indemnify Severon against any loss, claim, or damage that may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.





### Availability and Termination

1. We will use reasonable endeavors to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof, with or without notice to you.
2. Severon may, in its sole discretion, terminate, suspend, and modify this Website, with or without notice to you. You agree that Severon will not be liable to you if it chooses to suspend, modify, or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
4. Severon is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Severon to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Severon, in whole or in part, on notice to you. Severon shall only be liable to refund monies already paid by you (see Severon's Returns Policy in this regard) and accepts no other liability that may arise as a result of such blacklisting and/or refusal to process any order.
5. At any time, you can choose to stop using the Website, with or without notice to Severon.

### Governing Law & Jurisdiction

1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications, or the like instituted by either party against the other, arising from any of these Terms and Conditions.
2. In the event of any dispute arising between you and Severon, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Local Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
3. Nothing in this clause 22 or the Terms and Conditions limits your right to approach any court, tribunal, or forum of competent jurisdiction in terms of the CPA.

### Notices

1. Severon hereby selects Unit 16, Thynk Industrial Park 1 Brickworks Way, Briardene 4051, Durban as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Severon may change this address from time to time by updating these Terms and Conditions.
2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Severon not less than 7 days' notice in writing.
3. Notices must be sent either by hand, prepaid registered post, telefax, or email and must be in English. All notices sent –
  - by hand will be deemed to have been received on the date of delivery;

Unit 16, Thynk Industrial Park  
1 Brickworks Way  
Briardene 4051

Tel: +27 31 303 1150  
Email: [info@severon.co.za](mailto:info@severon.co.za)  
[www.severon.co.za](http://www.severon.co.za)

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VAT No. 4720266297



- by prepaid registered post will be deemed to have been received 10 days after the date of posting;
- by telefax before 16h30 on a business day will be deemed to have been received on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
- by email will be deemed to have been on the date indicated in the "Read Receipt" notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION to serve as proof that an email has been received.

### Complaints

1. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please email [info@severon.co.za](mailto:info@severon.co.za). Any query or complaint outside of this channel will not be attended to.
2. All queries or complaints will be attended to within 48 working hours.

### General

1. Severon may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.
2. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
3. Any failure on the part of you or Severon to enforce any right in terms hereof shall not constitute a waiver of that right.
4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
7. These Terms and Conditions contain the whole agreement between you and Severon and no other warranty or undertaking is valid, unless contained in this document between the parties.