

**STANDARD TERMS AND CONDITIONS FOR PRISM SUPPLIERS IN ACCORDANCE WITH WHICH PRISM PLACES ORDERS FOR GOODS AND SERVICES**

- 1. In this agreement** – "supplier"-shall mean the person whose name appears on the order which is annexed hereto or on which these terms are printed or in any other circumstances, any person/s who undertake to supply any goods or provide any service to Prism; and "Prism" – shall mean, collectively or individually as the case may be, Prism Holdings Ltd and/ or any of its subsidiaries from time to time; and "goods" – shall mean any items or services of whatsoever nature that are supplied by the supplier to Prism.
- 2. Terms** - The only basis upon which the Prism is prepared to do business with the supplier is that, notwithstanding anything in any acceptance, order, invoice or other document or agreement to the contrary, these terms and conditions shall, to the extent that they conflict, prevail over any other agreement between the supplier and Prism. Prior to delivery of goods, Prism may revoke or cancel any order without any right of recourse by the supplier. The risk in and ownership of any relevant goods shall pass to Prism on delivery at Prism premises. The supplier warrants that the goods and/or services purchased by it are fit for the purposes for which they are purchased by Prism and are of a reasonable standard which a reasonable purchaser could expect. Any further express warranties recorded in any agreement between the parties shall apply in addition to the aforesaid. Prism shall under no circumstances be liable for consequential damages, loss of profits or punitive damages. Prism shall make payment within 30 days of the end of the month in which it receives a statement.