

ARBITRATION CLAUSE

1. This clause, including its subclauses (**the Clause**), constitutes an agreement of indefinite duration, independent of the contract or other document in which it is contained, referred to or incorporated (**the Contract**) and it supersedes any other dispute resolution process agreed or otherwise applicable between the parties.
 - 1.1. Any dispute, controversy or claim between any of the parties, howsoever arising out of or in connection with the Contract or the Clause, or the breach, termination or validity of the Contract or the Clause, either during the currency or after the completion, expiration, termination or cancellation thereof, and irrespective of whether the dispute is of a contractual, delictual or any other nature shall, unless precluded by law, be determined on arbitration by a tribunal comprising a Fellow or Fellows of the Association of Arbitrators (Southern Africa) NPC (**the Association**), appointed as such by the Association on application by any of the parties.
 - 1.2. The arbitral referral, the appointment of the tribunal, the conduct of the arbitral proceedings, the law applicable to the arbitration, the juridical seat and the place of the arbitration and, without limitation, all things relating to or arising from any of the aforesaid, shall be governed by such edition of the Standard Procedure Rules for the Conduct of Arbitrations of the Association current at the time of appointment of the arbitrator.