

1. Applicability of terms and conditions

1.1 Subject to clause 1.3, the terms and conditions herein (“Terms and Conditions”) apply exclusively to the procurement, supply, delivery, and payment of/for all goods and/or products and/or services to the Company by any person or entity (each a “Supplier”) together with all reasonably required ancillary or supporting documentation provided for herein (a “Supply”).

1.2 No other terms and conditions which depart from or add to these Terms and Conditions (“Contradictory Terms or Conditions”), will be binding on the Company; therefore, these Terms and Conditions shall continue to apply exclusively to any Supply notwithstanding the Company’s failure to expressly reject any Contradictory Terms or Conditions or the Company’s acceptance of any Supply which is purportedly made subject to any Contradictory Terms or Conditions.

1.3 Contradictory Terms or Conditions shall only be binding and take precedence over these Terms and Conditions where they are agreed to in writing by any of the Company’s directors or any other person duly authorised by any of the Company’s directors in writing to do so (“Authorised Representative”).

1.4 References to the application of statutory provisions are for the avoidance of doubt only.

1.5 Statutory provisions shall apply even in the absence of such clarification unless they are directly varied in these Terms and Conditions or expressly excluded.

1.6 The invalidity of individual provisions of these Terms and Conditions shall not prejudice the validity of the remaining provisions.

1.7 Where agreement is required in writing, it will only suffice if the agreement is made or given by an Authorised Representative and the Supplier.

2. Ordering

2.1 The Supplier may not accept any order for products and/or services by the Company (“Purchase Order”) unless made in writing by an Authorised Representative.

2.2 Subject to clause 4, the Company will only be obliged to accept Supplies which comply strictly with the Purchase Order and/or which are made within 2 weeks of the corresponding Purchase Order (where no supply date is specified in the Purchase Order) notwithstanding any Purchase Order confirmation made by the Supplier containing different goods or services, prices, delivery dates, production data, or technical specifications which is/are not accepted by an Authorised Representative in writing.

2.3 The Company may cancel any Purchase Order at any time before the Supplier supplies the ordered products and/or services and if the Supplier fails to reject the cancellation within 3 Business Days of receipt it will be without recourse.

2.4 Call-off orders shall be binding if the Supplier does not reject them within 3 Business Days of receipt.

2.5 The Supplier must provide the Company with advice specifying the Company’s order information on the day of dispatch of each freight delivery.

3. Prices, invoices, and payment terms

3.1 The prices listed in the Purchase Order are fixed prices and include Free Carrier (“FCA”) delivery as well as packaging, unless expressly agreed otherwise in writing. Unless expressly agreed otherwise in writing, all Incoterms refer to the INCOTERMS 2020 published by the International Chamber of Commerce.

3.2 In the exceptional case where no prices are stated in the Purchase Order, the Supplier’s price list published at the time the Purchase Order is placed shall apply with the deductions as referred to in this section. Statutory value-added tax shall be shown separately, otherwise it is deemed included in the price.

3.3 Where the Supplier has taken on the assembly, installation, and/or commissioning of a product and where nothing else is agreed in writing, the Supplier shall bear all the necessary and incidental costs such as travel expenses and the provision of the required tools. No remuneration or compensation will be paid for visits or the preparation of bids, projects etc.

3.4 Each Purchase Order will be invoiced separately and upon the dispatch of the consignment in cases where the delivery is intended to occur in batches.

3.5 Each of the Supplier’s invoices above must be a valid value added tax invoice in the currency of the Purchase Order, must be accompanied by all certificates, documentation, materials, test reports or other documentation which form an integral part of the Purchase Order including the document in clause 4.9 (“Related Documentation”), and must clearly state the order number shown in the Purchase Order, the Purchase Order date, the Supplier number, the Company’s item number, the customs tariff number, the source country, and the preference indicator (each invoice compliant with this clause is referred to hereinafter as a “Compliant Invoice”).

3.6 The Company will not be required to pay any non-Compliant Invoices.

3.7 The Company shall make payment at Company’s choice by bank transfer and, unless otherwise agreed, following acceptance of the delivery and receipt of the Supplier’s verifiable invoice (receipt shall be determined from the customer’s incoming mail stamp) as well as transfer of all documentation belonging to the items delivered within 90 days without deductions.

3.8 If an invoice is presented for payment before receipt of the corresponding products and Related Documents are delivered or if the products delivered contain any defects, the invoice will not be payable until the products are supplied free of defects.

3.9 Payments are made without prejudice to any of the Company’s rights.

4. Delivery terms and delivery period

4.1 The date for Supply listed in a Purchase Order which is accepted by the Supplier (an “Accepted Purchase Order”), or the date for Supply agreed between the parties in writing, or the last day of any period within which Supply is sought by the Company stated in an Accepted Purchase Order (each a “Supply Date”) are binding and shall be strictly complied with. The Supplier shall immediately inform the Company in writing of any potential delay or exceedance of any Supply Date, giving reasons for the same and their anticipated duration.

4.2 Where delivery periods are fixed in a Purchase Order, Supply shall commence upon the date of the Purchase Order and shall be completed before the corresponding Supply Date.

4.3 Unless otherwise agreed in writing, the Company will only be obliged to accept Supplies on Mondays, Tuesdays, Wednesdays, and Thursdays between 7.30am and 9.15am, 9.30am and 12 noon, 12.30pm and 3.30pm and on Fridays between 7.30am and 9.00am and between 9.30am and 1pm.

4.4 Part Supply and early Supply are only permitted if the Company has agreed thereto in writing. Entitlement to payment shall, however, only fall due on the originally agreed Supply Date and subject to all other requirements for payment in clause 3.

4.5 The Supplier shall immediately inform the Company in writing of any potential delay to Supply Dates.

4.6 If the Supplier fails to complete any Supply on or before the Supply Date (or any date contemplated in clause 4.5.1), the Company shall, in addition to any rights it may have in law, be entitled to:

4.6.1 grant the Supplier an extension in time and charge a penalty for late delivery in the amount of 0.2% of the Purchase Order value per calendar day but not more than 5% of the Purchase Order amount; or

4.6.2 cancel the Purchase Order in relation to any unsupplied products.

4.7 The acceptance of the late Supply is done without prejudice to any of the Company’s rights.

4.8 Where, as a result of force majeure, the Supplier is unable to deliver on time either wholly or in part or where the acceptance or use of the delivery by the Company or the Company’s customer is rendered impossible or rendered substantially more difficult as a result of force majeure, the Company’s duty of acceptance shall be postponed

as appropriate in line with the Company’s actual requirements. If the Company or the Supplier are affected by force majeure, the Company

shall be entitled, at its own discretion, to terminate the contract wholly or in part.

4.9 Where required by the Company in the Purchase Order, a Supply inspection certificate in line with EN 10204 or an equivalent internationally recognised inspection certificate listing the characteristics agreed with the Supplier shall be enclosed with the Supply along with a delivery note. Where required in a Purchase Order, full initial sample documentation must be enclosed with initial deliveries, in particular those intended as samples.

5. Place of performance, transfer of risk, acquisition of title

5.1 The place of Supply shall be the place stated in the Purchase Order, failing which it will be 1 Brunton St, Founders View South, Modderfontein (each a “Supply Address”).

5.2 Supply shall be made by the Supplier, properly packaged for transportation FCA, to the Supply Address.

5.3 Risk in and ownership to any product shall only pass to the Company upon delivery to the Company at the Supply Address or by delivery to the Company’s nominated carrier.

5.4 Where machines and equipment are being supplied, risk shall only pass following final written acceptance at the Supply Address.

6. Retention of title, parts, tools, documentation

6.1 The Company reserves title to anything provided by it to the Supplier (like parts, components, or semi-finished goods) (“the Company’s Goods”). 6.2 The foregoing reservation of title also extends to products assembled or manufactured for the Company using, processing, mixing, or combining any of the Company’s Goods with any other products, in which case the Company will be considered to be the manufacturer of the end product. Where the Company’s Goods are used, processed, mixed, or combined with any other goods/products belonging to third parties with existing proprietary rights, the Company shall acquire joint ownership thereto pro rata to the objective value of the Company’s Goods to the value of the products incorporating them.

6.3 Tools made available to the Supplier, manufactured by the Supplier on the Company’s instructions, or ordered from third parties on the Company’s behalf (“the Company’s Tools”) shall become the Company’s property on manufacture by the Supplier or such third party or on acquisition by the Supplier and must be clearly marked as the Company’s property.

6.4 The Supplier is obliged to keep the Company’s Goods and the Company’s Tools for the Company free of charge, to insure them adequately against all risks, and upon request to provide the Company with evidence of the insurance cover. Unless otherwise agreed, the Supplier shall be obliged to use the Company’s Goods and the Company’s Tools exclusively for the Company’s benefit.

6.5 The Supplier shall, at its own expense, maintain and repair the Company’s Goods and the Company’s Tools. The Supplier shall return these to the Company forthwith on demand and will not have any right of retention or lien howsoever arising. When returned, they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. In no case may the Supplier dispose of the Company’s Goods and the Company’s Tools as scrap without the Company’s written consent.

6.6 The Supplier shall be liable to the Company for all loss or damage to the Company’s Goods and the Company’s Tools arising directly or indirectly from or relating to the Supplier’s possession and use of such Goods and Tools, regardless of the cause or origin of such loss or damage, without such liability being limited or excluded on the basis of cause or amount and shall indemnify the Company to such extent against third-party claims. In the event of damage or loss, the Supplier shall immediately notify the Company and shall fully compensate the Company for all material damage, costs of replacement or repair, injury and loss to or diminution in value of the Company’s Goods and the Company’s tools.

6.7 All documentation (e.g. drawings, images, test specifications), samples and models, tools and other items which the Company makes available to the Supplier remain the Company’s property and shall, at the Company’s choice, either be returned to the Company forthwith on demand (including any copies, transcripts, extracts and replicas) or destroyed at the Supplier’s expense. The Supplier has no right of retention or lien thereto. Models, templates, and similar items produced by the Supplier or by a third party and used by the Supplier shall, where they are invoiced to the Company, shall be the Company’s property and shall be returned to the Company with delivery of the parts unless otherwise agreed in writing.

7. Confidentiality

7.1 For the purpose of this clause “Confidential Information” means any information disclosed to the Supplier by the Company whether of a business, commercial, engineering, economic, financial, personal, price sensitive, research, scientific, technical, or other proprietary or sensitive nature; regardless of the medium through/on which it is communicated, compiled, recorded, or stored; which is not generally known to the public or which is known by a closed group of people; regardless of how and when it is obtained; the unauthorised disclosure of which could reasonably be expected to cause harm or risk of harm to the Company or any other person, including, subject to the foregoing: (i) personal information as defined in the Protection of Personal Information Act 4 of 2013 (POPIA); (ii) information designated as confidential information; (iii) the existence of these Terms and Conditions and their terms, (iv) information that is manifestly confidential; and (v) any agreements, algorithms, assets, best practices, blue prints, business associate details, business plans, business strategies, chemical formulae, circuit diagrams, client details, client lists, codes (object or source), compilations, cost and pricing information, contacts, counterparty details, customer details, databases, demonstrations, designs, drawings, distribution methods, economic information, employee details, financial models and projections, financial standing information, forecasts, formulae, ideas, industry knowledge, instructions, instruction manuals, internal research and development, inventions, know-how, legal instruments, management details, manufacturing formulae, manufacturing processes and techniques, market data, marketing plans, marketing operations, marketing strategies, memoranda, methodologies, modus operandi, negotiation details, notes, operational details, partner details, patterns, plans, practices, pricing methods, procedures, processes, product details, product development information, programmes, program devices, projects information, projections, prospects details, prototypes, reports, results of operations, salary structures, sales data, samples, show-how, specifications, standard operating procedures, strategies, supplier details, technologies, techniques, test data, trade connections, trade secrets, training and development materials, and/or work details of the Company, of the Company’s Affiliates, or of any person to whom the Company owes a duty of confidentiality or which the Company is reasonably likely to owe a duty of confidentiality, but excluding information that (i) is or becomes freely and publicly available otherwise than pursuant to a breach of any obligation of confidentiality; (ii) is or was known to the Supplier, or in the Supplier’s possession, before receipt thereof from the Company, otherwise than pursuant to a breach of any obligation of confidentiality; (iii) is disclosed by the Supplier strictly pursuant to an order of a court of competent jurisdiction or any legal obligation and only to the extent required to satisfy the order; (iv) is received from a third party other than pursuant to these Terms and Conditions and in circumstances that do not result in a breach of any obligation of confidentiality; and/or (vi) is independently developed by the Supplier otherwise than in breaching these Terms and Conditions to any degree and without the use of any confidential information described hereinbefore (“the Grounds of Exclusion”); provided that the onus to prove the presence of any of the above Grounds of Exclusion rests on the Supplier.

7.2 The Supplier must

7.2.1 treat all Confidential Information as it would its own sensitive information;

7.2.2 take all measures reasonably required to prevent the information from coming into possession of any person not authorised by the Company beforehand in writing to receive it (including without limitation, directors, employees, and officers);

7.2.3 refrain from directly or indirectly and in any manner whatsoever: communicating, disclosing, discussing, or transferring, the information to or with any person without the Company's prior written consent; or allowing any person to come into possession of the information without the Company's prior written consent;

7.2.4 use the information only to comply with its obligations in terms of these Terms and Conditions;

7.2.5 immediately notify the Company of any breach or possible imminent or threatened breach of this clause;

7.2.6 reasonably cooperate with the Company's efforts, at the Company's sole cost and expense, to obtain the same, unless such notice or cooperation would itself constitute a violation of any law, rule, regulation, governmental or self-regulatory regulation or other judicial, administrative or legal process;

if requested by the Company, immediately: cease to use the information directly or indirectly for any purpose; remove/erase the information from all its files, information technology systems, and/or electronic storage devices; and return all material evidencing, recording, or representing the information without retaining copies thereof.

7.3 No intellectual property rights are licensed under these Terms and Conditions.

7.4 The disclosure of Confidential Information and any transmission of documents, samples or models shall not give the Supplier to any entitlement whatsoever to industrial property rights, know-how or copyright and shall not represent a prior publication or right of prior use within the meaning of the South African Trade Marks Act 194 of 1993.

8. Protection of personal information

8.1 In this clause the following terms will have the meanings assigned, namely:

8.1.1 "Data Protection Laws" means any statutes, laws, legislation or regulations or binding policy, code of any government authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection in force from time to time in the Republic of South Africa, including but not limited to POPIA, Electronic Communications and Transactions Act 25 of 2002; Promotion of Access to Information Act 2 of 2002, and/or any equivalent legislation of other jurisdiction(s) where Personal Information is being Processed or where a Party is obliged to comply with, including, where applicable, EU Data Protection Laws [General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data / Information and on the free movement of such data, as amended, replaced, or superseded from time to time];

8.1.2 "Data Subject" has the meaning ascribed thereto in POPIA or any applicable Data Protection Laws to whom the specific Personal Information relates;

8.1.3 "Data" means all data or information, including confidential information and/or Personal Information, relating to the Company and its business associates, clients, customers, employees, subscribers, suppliers including data processed by the Company;

8.1.4 "Personal Data / Information" has the meaning ascribed thereto in Chapter 1 of POPIA or as defined in the applicable Data Protection Laws; and

8.1.5 "Process / Processing" will have the meaning ascribed thereto in Chapter 1 of POPIA or applicable Data Protection Laws and will include but not limited to any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, testing or use, dissemination or distribution by any means and "Processing" will have a corresponding meaning;

8.2 The Supplier will not:

8.2.1 process any Data in any manner or for any purpose other than as set out in, or in accordance with, a Purchase Order and/or the Supply and/or these Terms and Conditions; or

8.2.2 breach or contravene any applicable Data Protection Laws.

8.3 Any breach of this clause by the Supplier will be deemed to be a material breach of a Purchase Order and/or the Supply and/or these Terms and Conditions and will entitle, but not oblige, the Company to terminate a Purchase Order and/or the Supply and/or these Terms and Conditions on written notice to the Supplier.

8.4 The Supplier will supply on request from the Company all reasonable data and materials reasonably required by the Company to assess and confirm compliance with this clause, which information will be provided promptly (and in any event within 5 Business Days of request) at no additional cost.

8.5 In respect of Data processed in connection with a Purchase Order and/or the Supply and/or these Terms and Conditions, the Supplier will:

8.5.1 act only on instructions from the Company regarding the processing thereof, and ensure that appropriate technical and organisational measures will be taken against unauthorised or unlawful processing thereof and against accidental loss or destruction thereof, or damage thereto;

8.5.2 from time to time comply with any reasonable request made by the Company to ensure compliance with the measures mentioned above;

8.5.3 take the measures mentioned above, having regard to the state of technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the Data to be protected; and

8.5.4 take reasonable steps to ensure the reliability of any of its employees or sub-contractors who have access to Data.

8.6 The Supplier will not transfer Data outside the Republic of South Africa.

8.7 The Supplier hereby indemnifies and holds the other harmless from and against all losses which the Company may incur or suffer pursuant to all claims arising directly or indirectly because of, or related to, a breach of this clause.

8.8 The Supplier will take all precautions necessary to preserve the integrity of the Data and to prevent any unauthorised access, corruption, or loss of Data in its possession or under its control or that of its staff.

8.9 This clause shall survive termination of any Purchase Order.

9. Warranties by the Supplier

9.1 The Supplier warrants that:

9.1.1 it has all required resources, authorities, licences, permissions and capabilities to render an effective and efficient service as contemplated in the Purchase Order and/or these Terms and Conditions;

9.1.2 all personnel engaged in completing the Supplies are suitably trained and possess the required skills and knowledge to complete all Supplies;

9.1.3 it shall adhere to all applicable legislation in carrying out its obligations under these Terms and Conditions;

9.1.4 it has suitable contingency plans in place to attend to emergency situations without hampering its fulfilment of these Terms and Conditions; and

9.1.5 it has power, authority and legal right to sign and perform the Purchase Order and that the Purchase Order has been duly authorised by all necessary actions and constitutes valid and binding obligations on it in accordance with the terms of the Purchase Order and/or these Terms and Conditions.

9.2 The Supplier shall furnish, warrant and accept full responsibility for the accuracy of all data, documents and certificates.

9.3 The Supplier warrants that all products Supplied:

9.3.1 are in accordance with the agreed design, description and specifications as set out in the Purchase Order;

9.3.2 are free of any defective workmanship or material defects; and

9.3.3 are fit for the purpose specified by the Company.

9.4 The Supplier warrants that all services Supplied:

9.4.1 will be carried out with acceptable skill and reasonable care;

9.4.2 conform to the requirements as set out in the Purchase Order;

9.4.3 will not be delayed unnecessarily; and

9.4.4 comply with any required standard in the industry as well as any applicable law or compliance requirement.

9.5 Where third party goods and/or services are supplied (not manufactured by the Supplier), the onus is on the Supplier to ensure that appropriate warranties are in place.

10. Liabilities and rights

10.1 The Company shall at all times be entitled to claim for defects even if it was unaware of the defect at the time these Terms and Conditions were agreed by the parties.

10.2 The Company shall, through its Authorised Representatives, check the delivered products against the accompanying documentation only for the purpose of identifying them and to verify the quantity as well as to look for any outwardly visible damage caused during transportation. Within a reasonable period of at least 5 Business Days from discovery, the Company shall notify the Supplier of any defects in delivery once they are ascertained during the Company's proper course of business. In this respect the Supplier waives the objection of late notice of defects which may be applicable by law. In case of any defects which are not apparent even within the context of proper examinations, this period shall commence upon discovery of the defect. In case of delivery of machinery, machine parts and machine-type equipment which are to be assembled at our premises by the Supplier or by third parties instructed by it, the notice period for defects shall commence as soon as the equipment is operational following its assembly.

10.3 Unless provided otherwise in this clause, the Supplier shall be liable in accordance with applicable law, in particular for delivery defects, without such liability being limited or excluded on the basis of cause or amount and shall indemnify the Company to such extent against third-party claims.

10.4 As a rule, the choice of the kind of supplementary performance (removal of the defect or delivery of a replacement) shall be that of the Company. The Supplier shall bear all the necessary expenditure for the purpose of supplementary performance. This shall include, inter alia, assembly and removal costs, the costs of transport, infrastructure, work and materials as well as of dispatching and returning the defective delivery items. Items are dispatched at the Supplier's risk.

10.5 Should the Supplier fail to meet its supplementary performance obligation within a reasonable time limit specified by the Company, the Company can remove the defects and request reimbursement from the Supplier for the expenditure necessary in this regard. Where supplementary performance by the Supplier has failed or is not acceptable to the Company (e.g. due to particular urgency, risk to operational safety or the threat of unreasonable damage occurring), the Company shall not be required to set a time limit; it shall inform the Supplier of such circumstances promptly and, where possible, in advance.

10.6 Otherwise the Company is entitled in the case of a material defect or defect of title to a reduction in the purchase price or rescission of the contract in accordance with applicable law. In addition, the Company is entitled to damages and reimbursement of expenditure in accordance with applicable law.

10.7 To the extent that, in the context of its duty to remove defects, the Supplier makes a new delivery or rectifies the defect, the limitation periods regulated in clause 11 shall start afresh.

11. Limitation periods

11.1 Unless stated otherwise, the limitation period for the parties' mutual rights shall be governed by applicable law.

11.2 The limitation period for claims in relation to material defects shall be 3 years from transfer of title. Where acceptance is agreed, the limitation period shall begin to run upon acceptance. Where the delivery is, in terms of its normal application, used for a building and it has caused this to be defective the limitation period shall only expire after 5 years. This provision is without prejudice to the further legal rights to which the Company is entitled to under applicable law.

11.3 In case of defects of title, the Supplier shall additionally indemnify the Company against any existing third-party claims. For defects of title, the limitation period shall also be 3 years, in which case this is without prejudice to the statutory limitation period for real rights of third parties to the return of a product. Claims in relation to defects of title shall furthermore in no case become time-barred if the third party is still able to enforce its rights against us, particularly in the absence of any limitation period.

12. Product liability

12.1 The Supplier indemnifies the Company (and its directors, employees, agents and representatives against) against all third-party claims due to and in connection with personal injury or material loss or damage if and insofar as the cause of this lies within the Supplier's remit and organisational sphere. In this context the Supplier shall also be obliged to reimburse the Company all expenditure which is incurred by the Company due to or in connection with a product recall or any other measure carried out by the Company. This shall be without prejudice to any further claims that the Company may be entitled to under applicable law.

12.2 The Supplier undertakes to take out extended insurance cover for product liability and product recall costs with an insured amount of, in each case, at least the equivalent in ZAR of EUR 5,000,000 (five million) at the time of the Order Confirmation per event of personal injury/material loss or damage - all-inclusive; the Company's claims shall not, however, be limited to the insured amount.

13. Subcontracting to third parties

Subcontracting to third parties shall only be permitted with the Company's written consent; otherwise, the Company shall be entitled to rescind the contract wholly or in part and to claim damages.

14. Industrial property rights, copyright

14.1 The Supplier guarantees that the products, items and equipment supplied, and their use are free of industrial property rights, copyright and other third-party rights, that no third-party intellectual property is being infringed and there is no breach of statutory or official regulations.

14.2 The Supplier shall be obliged to indemnify the Company and its customers against all claims brought against the Company or its customers by third parties as a result of or in connection with the deliveries or their application.

14.3 The Supplier's indemnity obligation shall cover all expenditure incurred by the Company due to or in connection with utilisation via a third party.

15. Quality assurance, CFSI

15.1 The Supplier undertakes to maintain throughout the whole of the business relationship a quality management system DIN EN ISO 9000 et seq, which must guarantee the flawless quality of the deliveries to the Company, to monitor it at regular intervals through an internal audit and where deviations are discovered, to implement the necessary measures without delay. The Company shall have the right to verify the Supplier's quality assurance at any time following prior notice. The Supplier shall, upon request, grant the Company access to certification and audit reports as well as to test procedures carried out, including all test records and documentation concerning the delivery.

15.2 Supplier's who perform calibration shall carry out this calibration according to the requirements of DIN EN ISO 17025. Each calibration shall be traceable to national and international norms. Subcontracting of calibration to third parties shall only be permitted if such subcontractor is certified accordingly and proof of certification is presented to the Company. If an adjustment of the measuring device becomes necessary in

the course of the calibration procedures, the Supplier shall document the condition of the device before and after each adjustment.

15.3 The Supplier shall take the necessary precautions in order to reduce the risk of CFSI (Counterfeit, Fraudulent and Suspicious Items) entering the supply chain. All of the Supplier's purchasers must be aware of the risks and dangers associated with CFSI entering the supply chain and must understand their role in the mitigation of such risks.

16. Advertising

Reference to the Company's Purchase Orders for advertising purposes shall only be permitted with the Company's express written agreement.

17. Assignment of claims and right of retention

17.1 Without the Company's prior written consent the Supplier shall not be entitled to assign its claims against the Company either wholly or in part or to dispose of them in any other way. The consent shall not be unreasonably withheld.

17.2 The Company shall be entitled to the statutory rights of set-off and retention.

18. Ecology/the environment; occupational safety; other statutory requirements

18.1 The Supplier is obliged to appropriately mark and label products which are subject to the flammable or dangerous products regulation. Where no proper notification is given the Supplier shall be liable to the Company for the resulting loss or damage. The same shall apply to third-party loss or damage where claims are made against us by third parties as a result of such loss or damage.

18.2 The Supplier acknowledges that, as manufacturers of goods/articles, the Company is a so-called "Downstream User" within the meaning of the European Community Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals No. 1907/2006 ("REACH") and warrants that it will comply with all REACH requirements, in particular those which are necessary in order to be able to process, sell or market within the EU, in particular: (a) to comply with the obligation to inform in Art. 33 REACH Regulation, according to which a supplier (Supplier) is obliged to notify its customer (the Company) promptly and without delay of the existence of substances of very high concern (SVHC) with more than 0,1 % and if necessary to give instructions for a safe use. The notification shall contain the material number, the substance of concern and its percentage share on weight by weight basis and must be sent via email. The latest list of substances of concern is available at <https://echa.europa.eu/de/candidate-list-table>. It must be noted that this list is updated twice every year and that the most recent list only may be used as reference. If Company doesn't receive such notification about the existence of SVHC from the Supplier, Company assumes that the products delivered by the Supplier do not contain SVHC with a share of more than 0,1%. Should the Supplier deliver products containing SVHC without such prior notification according to Art. 33 REACH Regulation, Company reserves the right to claim any resulting cost or damage -whether they incur at Company or at third parties- from the Supplier. (b) to pre-register, register or approve chemical substances or preparations to the extent legally required, (c) to implement internal organisational measures documenting compliance with REACH, (d) to ensure that a use of chemical substances or preparations within goods (including packing materials) which Company or its customers have notified/reported to the Supplier is covered by the corresponding (pre-) registration or approval if necessary, and (e) not to sell/deliver any goods of any kind that contain banned substances ((a) to (e) together being "REACH compliance").

18.3 The Supplier accepts that breaches of REACH compliance result, as a matter of principle within the meaning of applicable law, in a defect in the material, the preparation or other goods/articles and it shall indemnify Company against all claims, obligations, costs and loss or damage caused by the Supplier as a result of a breach of the aforesaid REACH compliance and shall at its own expense support Company in the enforcement of the same.

18.4 The Supplier shall at all times comply with all environmental legislation, and legislation regulating industrial chemicals including the following: National Environmental Management Act 107 of 1998, Hazardous Substances Act 15 of 1973 and the Occupational Health and Safety Act 85 of 1993.

18.5 The Supplier has implemented an HSE (Health, Safety & Environment) management system analogous to ISO 14001, OHSAS 18001 and ISO 50001. It continuously undertakes to improve its environmental performance as well as workplace safety. The target for occupational safety is "Zero accidents". Furthermore, through appropriate risk and crisis management, the Supplier shall contribute to the avoidance of any missed deliveries caused by disruptions in the production process (fire, strike etc.).

18.6 The Supplier undertakes to comply with ILO (*International Labour Organization*) Standards.

18.7 The Supplier must provide the Company with all the information that the Company needs in order to be able to meet its customers' requirements or requests at short notice as well as to comply with any statutory requirements (e.g. the Dodd-Frank Act Section 1502 Conflict Minerals). This applies both in relation to requirements from third countries as well as those of the European Union and the Federal Republic of Germany.

19. Compliance; export controls; customs

19.1 With regard to the existing business relationship with the Company, the Supplier undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by the Company.

19.2 The Supplier guarantees that it maintains no direct or indirect commercial or other ties with terrorists, terrorist organisations or other criminal or anti-constitutional organisations. In particular, through adopting suitable organisational measures, the Supplier shall independently ensure the implementation of applicable embargo orders, the European anti-terrorism and anti-crime regulations applicable in the context of the Supplier relationship as well as the corresponding US and other applicable provisions in the context of its business operations, particularly through appropriate software systems.

19.3 Where prohibitions or consent obligations currently exist under the International Trade Administration Act 71 of 2002, under the current EU Dual-Use Regulation, under the German Foreign Trade Regulation AL Enclosure of the current export list or the current US Commerce Control List for manufactured or delivered goods (products, software, technology) as such or as components or auxiliary equipment, the Supplier shall automatically notify the Company of this in writing.

19.4 The Supplier undertakes to keep evidence of the origin of the goods, i.e. the Supplier must promptly supply the necessary declarations regarding the goods' origin in terms of trade and preferences (Supplier declaration or certificate of origin) and also promptly and automatically give notice of any change of origin. Where relevant, the Supplier shall give evidence of its information on the origin of the goods by way of a data sheet issued by its customs office. If the Supplier fails to comply with this obligation, it shall be liable for all loss or damage and commercial disadvantages thereby arising.

20. Compliance with the minimum wage law

20.1 The Supplier undertakes and shall ensure when carrying out its orders that it complies with all obligations under the National Minimum Wage Act 9 of 2018 ("NMW Act") and pays the set minimum wage as amended from time to time. Furthermore, the Supplier shall ensure that any sub-contractors and businesses offering services for hire used by it comply with the statutory regulations relating to the minimum wage.

20.2 The Supplier shall, upon the Company's written request and taking into account confidentiality obligations and commercial secrets, provide the Company with evidence of compliance with the provisions relating to it in appropriate form.

20.3 The Supplier shall, immediately upon request, indemnify the Company against any claims brought by third parties against the Company in connection with breaches by the Supplier of the NMW Act.

20.4 In case of any reckless or deliberate breach by the Supplier of the above obligations, the Company shall be entitled to terminate the relevant contract or the relevant contractual relationship without notice.

21. Breach and Termination

21.1 If the Supplier breaches any material provision or term of the Purchase Order or of these Terms and Conditions and fails to remedy such breach within 5 days of receipt of written notice from the Company requiring it to do so then the Company shall be entitled without notice, in addition to any other remedy available to it at law or under the Purchase Order and/or these Terms and Conditions to:

21.1.1 claim immediate specific performance of all of the Supplier's obligations; or

21.1.2 acquire the Supply from a third party, in which event the Company shall be entitled to recover from the Supplier any amount by which the price so paid exceeds the purchase price and any costs and expenses associated with acquiring the Supply from such third party; or

21.1.3 to terminate the Purchase Order without prejudice to the Company's right to claim damages arising from such breach.

21.2 If the Supplier:

21.2.1 commits an act of which corruption or fraud is a material element; or

21.2.2 commits or permits an action which brings the Company into public disrepute; or

21.2.3 becomes commercially insolvent or commits an act of insolvency; or

21.2.4 is placed under provisional or final liquidation (otherwise than for the voluntary subsequent solvent amalgamation or reconstruction); or

21.2.5 is placed under provisional or final judicial management,

then the Company shall be entitled without notice, in addition to any other remedy available to it at law or under the Purchase Order and/or these Terms and Conditions, to suspend or terminate the Purchase Order without prejudice to the Company's right to claim damages arising from such breach.

21.3 The Company may, at its option, terminate the Purchase Order in whole or from time to time in part, at any time by giving 60 days' written notice thereof to the Supplier, whether or not the Supplier is in default, without incurring any liabilities arising from the early termination of the Purchase Order. The Company may itself complete the remaining portion of the Supplies or have this completed by others.

21.4 Upon any such termination the Company will pay to the Supplier all amounts due and not previously paid to the Supplier for the Supply completed in accordance with the Purchase Orders issued prior to such notice, and for the Supply thereafter completed in accordance with the Purchase Order as more specifically specified in such notice.

21.5 In the event that the Supplier cancels any order, such cancellation will only be accepted if prior written notice was provided to and accepted by the Company. The Supplier shall be liable to pay for any costs/expenses incurred by the Company resulting from such cancellation (losses, delays, material, transport, etc.).

22. Applicable law, jurisdiction

22.1 The law of the Republic of South Africa shall apply exclusively to these Terms and Conditions and to the entire legal relations between the Company and the Supplier. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral treaties for the purpose of unifying international sales shall be excluded.

22.2 The exclusive place of jurisdiction for all claims arising from the business relations with the Supplier, in particular from contracts or concerning their validity, shall, at the Company's discretion, be either the place of performance or 1 Brunton St, Founders View South, Modderfontein. The Company shall, however, be entitled at its discretion to sue the Supplier at any other general or particular place of jurisdiction.

23. Dispute Resolution

23.1 Where the Supplier has its registered offices outside the Republic of South Africa, the Company shall then additionally be entitled, at its discretion, to have all claims, disputes or differences of opinion arising from the business relations with suppliers regulated conclusively and in a manner that is binding in accordance with the rules of the Arbitration Foundation of Southern Africa or any successor or replacement body (if any) ("AFSA").

23.2 The place of arbitration shall be based in Johannesburg. The language of the arbitration proceedings shall be English unless the parties agree otherwise.

23.3 The decision of the arbitrator shall be final and binding on the Company and the Supplier. A decision which becomes final, and binding may be made an order of court at the instance of any Party to the arbitration.

23.4 Nothing herein contained shall prevent or prohibit the Company or the Supplier from applying to the appropriate court for interim relief.

23.5 No dispute or arbitration referral shall entitle the Supplier to cancel any Supply executed under the Purchase Order.

23.6 This clause shall be severable from every other part of these Terms and Conditions and shall survive the termination or cancellation for whatever reason of the Purchase Order or these Terms and Conditions, notwithstanding that the rest of these Terms and Conditions may be void or voidable.

24. General

24.1 No amendment of these Terms and Conditions (including this clause) or any waiver of rights, will be of any force or effect unless it is reduced to writing and signed by the parties.

24.2 These Terms and Conditions record the whole agreement between the parties relating to matters dealt with herein and replaces any other Terms and Conditions regarding the same matters insofar as there is any conflict between the two, therefore neither party will be bound by any implied term, promise, representation, term, warranty, or the like not recorded in these Terms and Conditions or any agreed Conflicting Terms.

24.3 These Terms and Conditions will be applied, governed, and interpreted in accordance with South African laws and any disputes arising in relation to these Terms and Conditions will be resolved in accordance with South African laws.

24.4 A reference to a "day", "month", or "year" is a reference to a Gregorian calendar day, month, or year.

24.5 Business Day means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.

24.6 All times stated herein are times occurring in Johannesburg, South Africa.

24.7 Where:

24.7.1 Any number of days is prescribed, those days must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding Business Day.

24.7.2 The day on or by which an act is required to be performed is not a Business Day, the parties must be deemed to have intended such act to be performed on or by the next succeeding Business Day.

24.8 The Company may modify these Terms and Conditions at any time, for example (but not limited to), in order to reflect changes to the law or changes to purchase requirements. Such updated Terms and Conditions will regulate the relationship between the Company and the Supplier regarding the subject matter of these Terms and Conditions. The changes will be uploaded to the Company's website at the Company's prerogative. The onus is on the Supplier to regularly check for updates to these Terms and Conditions. If the Supplier does not agree with a material modification to these Terms and Conditions, the Supplier is obliged to inform the Company in writing without delay within 7 days from the Company's submission of the Purchase Order.

24.9 The Supplier acknowledges and agrees that:

24.9.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of these Terms and Conditions and that it has either taken such independent advice or has dispensed with the necessity of doing so; and

24.9.2 all of the provisions of these Terms and Conditions and the restriction herein contained are fair and reasonable in all the circumstances and are in accordance with the Supplier's intentions.

Last updated: 10/2024

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