

GENERAL TERMS AND CONDITIONS OF SALE

REUTECH SOLUTIONS, A DIVISION OF REUTECH (PTY) LTD

Registration number 1963/005035/07
Reunert Park
628 James Crescent
Halfway House, Midrand, 1685
Gauteng
South Africa
e-mail: commercial@reutech.co.za
(Herein referred to as "the Supplier")

and [insert Customer name]
[insert company registration number]
[insert physical address]
[insert physical address]
[insert physical address and postal code]
[insert province]
[insert country]
e-mail: [insert email address]
(Herein referred to as the "Customer")

1 APPLICABILITY, PRECEDENCE

- 1.1 These Terms and Conditions shall govern all Quotations accepted by the Customer and all Purchase Orders in relation thereto.
- 1.2 Each Quotation and PO shall constitute a separate agreement, in each instance governed by these Terms and Conditions, subject to clause 3.3.
- 1.3 These Terms and Conditions and a PO:
 - 1.3.1 will only be amended or varied or cancelled or replaced or waived to the extent expressly agreed to in writing and signed by the authorised representatives of each Party; and
 - 1.3.2 shall overrule any terms and conditions of contract of the Customer, unless specifically otherwise agreed between the Parties in writing.
- 1.4 If there are any discrepancies or conflict between the provisions of:
 - 1.4.1 these Terms and Conditions and any annexure/s hereto, the provisions of the annexure/s shall prevail;
 - 1.4.2 annexures hereto, the annexure with the lower number shall prevail over an annexure with a higher number;
 - 1.4.3 these Terms and Conditions including annexures and any PO, the provisions of the PO shall prevail in respect of that specific PO only.

2 INTERPRETATION, DEFINITIONS

In these Terms and Conditions:

- 2.1 clause headings are for reference purposes only and shall not influence the interpretation.
- 2.2 reference to one gender shall include the other genders.
- 2.3 reference to natural persons include juristic persons and vice versa.
- 2.4 reference to the singular shall include the plural and vice versa.
- 2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body of these Terms and Conditions.
- 2.6 where figures are referred to in numerals and in words, if there is any conflict, the words shall prevail.
- 2.7 all annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof.
- 2.8 expressions defined in these Terms and Conditions shall bear the same meanings in annexures hereto.
- 2.9 reference to days, months or years shall be construed as Gregorian calendar days, months or years.
- 2.10 durations shall be reckoned exclusively of the first and inclusively of the last day.
- 2.11 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
 - 2.11.1 "**Business Day**" means any day except a Saturday, Sunday or statutory public holiday in South Africa.
 - 2.11.2 "**Commercial Use**" means use by the Customer of the Goods or Services in the ordinary course of business, or substantial readiness for such use.
 - 2.11.3 "**Corrupt Act**" means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act 12 of 2004 of South Africa.
 - 2.11.4 "**Delivery**" means, regardless whether the word is capitalised or not, delivery in accordance with the applicable Incoterms.
 - 2.11.5 "**Effective Date**" means the date on which the Purchase Order is accepted by the Supplier and any suspensive conditions agreed to by the Parties have been fulfilled.
 - 2.11.6 "**Goods**" means the items, documents, products, equipment, system, sub-system, parts, components, and materials sold by the Supplier to the Customer, as set out in a PO.

- 2.11.7 "**Incoterms**" means the International Commercial Terms 2020 rules, published by the International Chamber of Commerce.
- 2.11.8 "**OHSACT**" means the Occupational Health and Safety Act 85 of 1993 of South Africa.
- 2.11.9 "**Parties**" means the Customer and the "Supplier" and "**Party**" means either of them.
- 2.11.10 "**Proof of Delivery**" means written acknowledgement by the Customer that the Goods have been duly delivered, as provided in clause 9.
- 2.11.11 "**Purchase Order/PO**" means an official, written order issued by the Customer to the Supplier to supply Goods and/or Services.
- 2.11.12 "**Quotation**" means the document issued by the Supplier to the Customer, at the request of the Customer, for delivery of the Goods and/or Services.
- 2.11.13 "**Sanctioned Entity**" means a person, country or territory (and including any resident of such country or territory) appearing on a sanctions list of the (i) United Nations; (ii) European Union; (iii) government of the United States of America; (iv) government of the United Kingdom; or (v) government of South Africa.
- 2.11.14 "**Services**" means the services, if any, sold and rendered by the Supplier to the Customer, either in connection with the Goods or otherwise, as set out in a PO.
- 2.11.15 "**Terms and Conditions**" means the terms and conditions, contained in this document as the same may be amended from time to time.

3 QUOTATIONS

- 3.1 The Supplier shall from time to time issue Quotations to the Customer for the supply of Goods and/or Services.
- 3.2 Unless otherwise specified in the Quotation, the Customer shall accept/reject the entire Quotation and not only part of it.
- 3.3 Acceptance of a Quotation shall be by means of a PO, placed on the Supplier by the Customer for the delivery of the Goods and/or Services. The provisions of the PO shall be in accordance with and shall include the provisions of the Quotation, and shall incorporate these Terms and Conditions by reference, unless otherwise agreed to in writing by the Supplier.

4 DRAWINGS AND DATA

- 4.1 All technical drawings, information and data, specifications, illustrations, diagrams, price lists, catalogues, brochures, dimensions and the like furnished by the Supplier (which remains the Supplier's property) and representations in regard thereto are approximate and are furnished for information purposes only and, unless specifically guaranteed by the Supplier herein or in a Quotation, shall not bind the Supplier in any way whatsoever. Such information shall not be reproduced, used or disclosed to others by the Customer without the Supplier's prior written consent.
- 4.2 Unless otherwise specified in the Quotation, the Supplier shall use its own design tools, coding standards and document standards during the execution of the PO.
- 4.3 Only items listed as deliverables in the Quotation shall be delivered to the Customer.

5 MARKING AND PACKAGING

- 5.1 The Goods shall be marked in accordance with the Supplier's standard practices and procedures.
- 5.2 The packaging and preservation, if any, shall be in accordance with the Supplier's normal standards. The Supplier shall ensure that the packaging of the Goods is of such nature as to prevent damage while in transit.

6 PRICES

- 6.1 All prices are in South African Rand (ZAR), exclude Value Added Tax and are stated:
 - 6.1.1 Ex Works/EXW the Supplier's premises, Midrand, Gauteng for deliveries in South Africa; or
 - 6.1.2 CFR at the nominated terminal for delivery outside South Africa, in accordance with the Incoterms.

- 6.2 Prices are subject to rate of exchange fluctuation and escalation. Rate of exchange fluctuation between Effective Date and date of payment is the Customer's risk and will be added to the prices.

7 PAYMENT TERMS

- 7.1 The prices and all other amounts due under a PO shall be due and payable within 30 (thirty) days from date of the Supplier's tax invoices, presented as follows:
- 7.1.1 Goods:
Delivered Ex Works/EXW: The full amount upon Delivery.
Delivered CFR: 40% (forty percent) of the prices on PO, 30% (thirty percent) on date of shipment and 30% (thirty percent) upon Delivery.
- 7.1.2 Services:
100% (one hundred percent) of the prices on date of rendering such Services.
- 7.2 Payment shall be made by electronic funds transfer into the Supplier's nominated bank account in clause 8 and the Customer shall immediately e-mail proof of payment to the Supplier.
- 7.3 The Customer shall be deemed to have paid the amount stated on the proof of payment only once the Supplier has received the payment.
- 7.4 Late payment of any amount that is properly due and payable by either Party to the other Party under a PO shall attract interest at the prime interest rate quoted by Nedbank Limited in South Africa, from time to time per annum, compounded monthly in arrears.
- 7.5 A certificate issued and signed by the Chief Financial Officer, or duly authorised Financial Manager of the Supplier, whose authority need not be proved, stating the amount owing and/or the amount of interest payable by the Customer, is prima facie proof of the facts stated therein and the amount of the indebtedness of the Customer to the Supplier. The certificate may be used in support of any application by the Supplier for default or summary judgment, provisional sentence, or any other legal proceedings.
- 7.6 The Customer shall not be entitled to withhold payment of the prices or any other amount legally due for any reason whatsoever, notwithstanding that a dispute may be pending between the Parties, or as a retention or as a result of a third party not paying the Customer for any Goods or Services sold to them, nor shall the Customer be entitled to make any deduction from the prices or any other amount due, or to set off any alleged claim against the amounts due by the Customer to the Supplier.
- 7.7 The Customer may not cancel any PO placed, except upon written notice and only if accepted by the Supplier and on payment of a reasonable cancellation charge determined by the Supplier.
- 7.8 The Customer hereby acknowledges and agrees that information regarding its payment behaviour may be disclosed to any registered credit bureau and/or any other suppliers, but only if a payment default in excess of 45 (forty five) days from presentation of the Supplier's tax invoice occurs.

8 BANK ACCOUNT DETAILS

The Supplier's local bank account details are as follows:

Account name:	Reutech Solutions, a Division of Reutech Pty Ltd
Account number:	1454016906
Bank:	Nedbank Limited
Branch code:	145405
Branch:	Corporate Client Services
Type of account:	Current
Swift code:	NEDSZAJJ

9 DELIVERY

- 9.1 The Customer shall deliver the Customer Furnished Items ("CFI") specified in the Quotation, if any, to the Supplier at the cost of the Customer, not later than the dates specified for delivery thereof.
- 9.2 Upon compliance by the Customer with its obligations in terms of clauses 9.8 and 9.9, if any permit, licence or authorisation is required for:
- 9.2.1 the export of Goods from South Africa; or
9.2.2 the transport of Goods;
- then, subject to the applicable Incoterms, the Supplier shall obtain such authorisation, licence or permit timeously and at its own cost.
- 9.3 If any authorisation, licence or permit is required for:
- 9.3.1 the import into the Customer's country; or
9.3.2 the transport of Goods; or
9.3.3 payment to be effected in accordance with these Terms and Conditions;
- then, subject to the applicable Incoterms, the Customer shall obtain such authorisation, licence or permit timeously and at its own cost.

- 9.4 Should the Supplier at the Customer's request, which request may be granted or refused at the Supplier's sole discretion, agree to engage a third party ("Shipping Agent") to supply courier or transport services in regards to the Goods on behalf of the Customer, then:

- 9.4.1 The Supplier is authorised to engage a Shipping Agent as agent for the Customer on such terms and conditions as it deems fit; and
- 9.4.2 The Customer indemnifies the Supplier against all demands and claims, which may be made against it by the Shipping Agent so engaged and all liability, which the Supplier may incur to the Shipping Agent or any third party arising out of the transportation of the Goods.
- 9.5 The Customer shall immediately upon receipt check the content of the Goods. On signature of the Proof of Delivery, the Customer is deemed to have received the Goods referred to in the PO or any other delivery notice without shortage or defect and the Customer shall have no claim against the Supplier for non-delivery of or shortages in the Goods. Should the Customer fail to sign the Proof of Delivery prior to the Shipping Agent's or Customer's vehicle leaving the point of delivery, the signature of a representative of the Supplier shall be prima facie proof that the Goods were delivered without defect or shortage.
- 9.6 Time is not of the essence, except as may be otherwise agreed in writing by the Parties in respect of a specific PO and in which event the Customer may only impose a penalty under clause 10 for delay. The Supplier shall not be liable for any loss or damage of any nature whatsoever should delivery of Goods or rendering of Services not be made within the period stated in the PO or the Supplier's documentation.
- 9.7 Should delivery of any Goods not be accepted by the Customer, consignee or party nominated by the Customer to accept delivery, then the Supplier shall, in its sole discretion:
- 9.7.1 be entitled to store the Goods and any part thereof at no risk to the Supplier and at the expense of the Customer; or
9.7.2 after obtaining a competent court order, sell the Goods in execution and retain the proceeds thereof as rouwkoop or as liquidated damages for the settlement or part settlement of the return and storage of the Goods.
- 9.8 Goods to be exported may be subject to the granting of an export permit by the South African National Conventional Arms Control Committee (NCACC). For the purposes of the application for an export permit, the Customer shall provide the Supplier with an End User Certificate and other required documentation within the period stated in the Quotation, or alternatively when requested to do so by the Supplier.
- 9.9 The Customer shall disclose in writing full details of the use of the Goods (including the end user and country of use) with respect to ITAR (International Traffic in Arms Regulations) before the issuing of the Quotation by the Supplier in order for the Supplier to ensure ITAR compliance. The Supplier shall not be liable to the Customer as a result of any delays in the performance/non-performance of the PO by the Supplier should the Customer fail to comply with the provisions of this clause, and the Supplier shall be entitled to perform the PO without the undisclosed ITAR requirements/items.

10 PENALTIES FOR LATE DELIVERY

- 10.1 The Supplier shall not be liable for the payment of any penalties unless specifically so stated in an accepted PO, in which event the provisions of clause 10.2 shall apply.
- 10.2 Subject to clause 10.1 hereof and if the Supplier fails to deliver Goods or Services within the time period agreed upon, the Supplier shall pay to the Customer an amount of 0,5% (nil comma five percent) of the prices of the outstanding Goods or Services as a penalty for such default, for every week or part of a week, which expires between the agreed time for delivery and the actual date of delivery; provided that the maximum aggregate amount payable by the Supplier to the Customer for such delay shall not exceed a sum equal to 5% (five percent) of the prices of the outstanding Goods or Services.

11 TESTING

- 11.1 Prior to delivery the Goods will have been subjected to the Supplier's factory testing procedures and quality inspection. No provision has been made in the prices of the Goods and Services for the performance of any other type or special tests and, subject to clause 11.2, the Supplier shall not be liable for the performance of such additional or special tests. If the Parties agree any acceptance tests, Commercial Use constitutes final acceptance regardless of whether the tests have been carried out or not.
- 11.2 If the Customer requests any other testing to be done by the Supplier, the Supplier may in its sole discretion do so, subject to the Parties agreeing to a price for such testing.

12 RISK AND OWNERSHIP

- 12.1 The risk passes to the Customer in terms of the stated Incoterms.

12.2 Notwithstanding the date of delivery and notwithstanding the date of passing of the risk, ownership in the Goods only passes to the Customer on receipt by the Supplier of the full price in respect of the Goods.

12.3 Notwithstanding the stated Incoterms, should the Parties agree that Goods already paid for by the Customer are temporarily stored at the Supplier's premises, such storage shall be at the Customer's risk.

13 SERVICES

13.1 The Supplier shall adopt reasonable professional techniques and standards and provide the Services with due skill, care and diligence. The Supplier may sub-contract the Services in whole or in part to any third party of the Supplier's choice, but this shall not relieve the Supplier of its liability or obligations under the PO.

13.2 The Supplier shall provide the Services during the hours between 07:00 and 15:30 on a Business Day.

13.3 The Services shall be charged for as agreed or failing that, at the Supplier's latest call-out, travel and hourly rates. At the Customer's request, Services outside the hours and/or outside the scope of a PO may be provided in the Supplier's discretion, at the Supplier's then latest after-hours call-out, travel and hourly rates.

14 AUTHORISED REPRESENTATIVES

14.1 The Supplier and the Customer shall each appoint an authorised representative to liaise with the other regarding day-to-day decisions in connection with the performance of a PO. The authorised representatives shall each have the power to make all such decisions as may be required from him/her by the other Party (except to vary these Terms and Conditions or the terms of the PO) and the other Party shall be entitled to act upon such decisions. The Parties shall not accept instructions or requests from the other Party other than through the authorised representative, and all such instructions and/or requests shall be in writing.

14.2 The appointed representative of a Party may be changed by written notice.

15 WARRANTY

15.1 The Supplier shall not be liable on the ground of any common law warranty in respect of the Goods and Services, including without limitation against latent defects in, or relating to "fitness for purpose" of, the Goods and Services.

15.2 Subject to clause 15.1 the Supplier warrants that:

15.2.1 the Goods will be free from defects in material and workmanship under normal use and service for a period of 12 (twelve) months after delivery;

15.2.2 the Services will be free from faulty workmanship for a period of 3 (three) months after provision thereof, and

15.3 The Supplier shall make good any defect, by repair or at its option replacement, which appears in the Goods or Services during the applicable warranty period above, provided that:

15.3.1 the Supplier is notified in writing within 7 (seven) days of the alleged defect occurring; and

15.3.2 the Customer has fulfilled all its obligations under these Terms and Conditions.

15.4 Transport of the defective Goods to and from the Supplier's nominated premises shall be at the Customer's cost.

16 INTELLECTUAL PROPERTY

16.1 The Supplier and its licensors retain all intellectual property rights to, and in respect of, the Goods, Services and related items. The Customer shall only use the Goods, Services and related items subject to the PO and these Terms and Conditions and for the purposes for which they have been developed, manufactured and supplied to the Customer.

16.2 Without limitation to the above, the Customer shall not have any right directly or indirectly to copy, reverse engineer or manufacture the Goods, or to license, lease, dispose of, distribute, disclose or otherwise exploit any intellectual property whatsoever of the Supplier and its licensors, or any part thereof, or to attempt to do so, or to allow others to do so.

16.3 Should the Customer become aware of any threatened or actual infringement of any patent, design, copyright or other intellectual property of the Supplier or its licensors, then the Customer shall forthwith, in writing inform the Supplier accordingly and shall provide such cooperation and assistance as the Supplier may reasonably require in the enforcement of its rights against any person.

16.4 In the event of any claim being proved by a third party in respect of an infringement of any intellectual property rights relating to any part of the Goods (other than a part based on a design or instructions furnished by the Customer), the Supplier shall at its expense and sole election either replace or modify such part with a non-infringing part or procure the right for the Customer to use

such a part, provided that the Supplier is given full opportunity to conduct all negotiations in respect of such claim. Such claim shall not be acknowledged or settled by the Customer without prior written consent of the Supplier.

16.5 The Customer warrants that any CFI, design or instructions furnished by it shall not be such as to cause the Goods to infringe any intellectual property rights of a third party.

17 CONFIDENTIALITY

17.1 Confidential information includes, without limitation:

17.1.1 information relating to the Goods, Services and the intellectual property, know-how, methods and techniques employed by a Party;

17.1.2 financial and commercial information regarding a PO and these Terms and Conditions, or a Party in relation to its obligations pursuant to a PO.

17.2 Each Party shall not (and shall procure that its employees and agents shall not) for the duration of a PO, or at any time after the expiration or termination of a PO for any reason, disclose to any person (other than to its professional advisers on a need to know basis, or in compliance with a court order) or otherwise make use of any confidential information of the other Party.

17.3 Nothing in this clause 17 shall restrict the rights of either Party to use such information or documents for the purposes of legal enforcement of these Terms and Conditions and a PO in accordance with its terms.

18 DATA PROTECTION

In performing its obligations under these Terms and Conditions or a PO, the Supplier shall: -

18.1 comply with the provisions of prevailing privacy and data protection legislation governing the collection, use and processing of personal information as defined in the relevant legislation (hereinafter "Personal Information").

18.2 not process Personal Information for any purpose other than to perform its obligations under these Terms and Conditions or a PO.

18.3 only act on the instructions of the Customer in collecting, processing and utilising the Personal Information.

18.4 not disclose or otherwise make available the Personal Information to any third party, other than authorised staff or sub-contractors who require access to such Personal Information strictly on a need to know basis, in order for the Supplier to carry out its obligations pursuant to these Terms and Conditions or a PO and ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information.

18.5 take appropriate, reasonable technical and organisational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access or processing.

18.6 immediately notify the Customer in case of possible infringement of the applicable data protection legislation, the terms of this clause or other irregularities in relation to the Customer's Personal Information; and

18.7 At the Customer's option, return or destroy the Personal Information once it is no longer required for the purposes of performing obligations under these Terms and Conditions or a PO or any directly related purpose.

19 BREACH AND INSOLVENCY

19.1 Should either Party fail to remedy any breach of contract within 14 (fourteen) days of a written request by the other Party to do so, then in such event the innocent Party may, without prejudice to any of its rights in terms of these Terms and Conditions and the PO, or in law, cancel the affected PO by written notice with immediate effect, with or without claiming damages.

19.2 In the event that a Party

19.2.1 commits an act of insolvency;

19.2.2 is placed under a provisional or final winding-up, or is subject to business rescue proceedings;

19.2.3 suffers that its credit rating is downgraded or its credit facilities withdrawn or rejected by any financial institution or credit bureau, or

19.2.4 fails to satisfy or take steps to have set aside any judgment taken against it within 20 (twenty) days after such judgment has come to its notice;

then the other Party may terminate the affected PO on written notice with immediate effect.

19.3 Nothing in this clause 19 shall prevent a Party from claiming specific performance or damages for any breach, or from

terminating the affected PO by written notice with immediate effect for any material breach of contract.

20 DISPUTE RESOLUTION AND GOVERNING LAW

- 20.1 Subject to the Supplier's right in each instance to elect to institute action for payment of the prices and any other amounts due under a PO in any court of competent jurisdiction, in the event of any disagreement or claim ("dispute") arising out of or relating to a PO or these Terms and Conditions (including without limitation, as to its existence or validity), the senior executives of the Parties or their delegates designated in writing shall endeavour to settle the dispute through bona fide negotiations within 14 (fourteen) days of the dispute being referred to them by written notice from either Party.
- 20.2 Should the Parties be unable to settle the dispute by the means and within the timeframe stated above, either Party may refer the dispute for final decision by arbitration in accordance with the latest rules for the conduct of arbitrations ("rules") of the Association of Arbitrators (Southern Africa) NPC (<https://www.arbitrators.co.za>), by one or more arbitrator/s appointed in accordance with the rules.
- 20.3 Unless otherwise agreed in writing the arbitration shall be held in Sandton in the Republic of South Africa and conducted in the English language. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.
- 20.4 The decision of the arbitrator/s may be made an order of court. For these purposes and those of clause 21 the Parties irrevocably submit to the non-exclusive jurisdiction of the Gauteng Divisions of the High Court of South Africa, in Johannesburg and Pretoria.
- 20.5 These Terms and Conditions and each PO shall in all respects be governed by the law of South Africa, without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall be excluded.
- 20.6 This clause 20 is severable from the rest of these Terms and Conditions and shall survive the expiry or termination for whatsoever reason of the relevant PO.

21 URGENT RELIEF

The provisions of clause 20 shall not preclude any Party from access to a competent court of law for relief in the form of:

- 21.1 an interdict, including a mandatory interdict; or
21.2 an order for specific performance.

22 LIMITATION OF LIABILITY AND INDEMNITY

- 22.1 Neither Party shall be liable to the other for any loss of profit, loss of use, interruption or reduction of operation, loss of data (including the recovery thereof), loss of production, loss of contracts or for any indirect or consequential damage that may be suffered by the other even if advised of the possibility of such damages and regardless of the form in which any action is brought.
- 22.2 Neither Party's aggregate liability to the other for any claim or claims for damages, out of or in connection with any cause arising from a PO, whether in contract or delict or any other cause of action, will in any event exceed 100% (one hundred percent) of the value of the Goods and Services supplied to the Customer under the relevant PO during the 12 (twelve) months immediately prior to the events leading to the cause of action.
- 22.3 Nothing contained in clauses 22.1 and 22.2 above shall limit either Party's liability to the other in respect of:
- 22.3.1 death or injury of any person, or damage to property;
22.3.2 infringement of intellectual property rights;
22.3.3 breach of confidentiality;
22.3.4 the indemnity in clause 9.4.2; or
22.3.5 intentional, fraudulent or criminal acts.
- 22.4 Subject to clauses 22.1, 22.2 and 22.3 above, each Party (the "indemnifying Party") agrees to defend, indemnify and hold the other Party, its directors, employees, agents and other members of its group of companies, as that term is defined in the Companies Act 71 of 2008 of South Africa, (each an "indemnified Party") harmless from any and all claims, damage, cost, liability and expense including reasonable attorney's fees caused by, relating to or arising from:
- 22.4.1 the acts or omissions of the indemnifying Party, its directors, employees or agents;
22.4.2 any alleged libel, defamation, slander, invasion of privacy or any similar delict, or breach of any contractual right of a third party, or infringement of any intellectual property right of a third party including rights under patents, trademarks, copyright, trade secret, or confidentiality obligations, or rights of privacy and publicity resulting from, relating to or arising out of the acts or omissions of the indemnifying Party, except where any such claim relates to or arises out of any material furnished by the indemnified Party.

- 22.5 The Parties will co-operate in the defence of any matter arising from an indemnity under clause 22.4. A Party has the right to participate in the conduct of the defence with legal counsel chosen by it.

23 NOTICES AND DOMICILIUM

- 23.1 For the purposes of giving of legal notices and the serving of legal process, the Parties choose their respective physical addresses as set out in the first page of these Terms and Conditions.
- 23.2 Any notice addressed to a Party shall be in writing and delivered by hand during office hours to its physical address or sent by e-mail.
- 23.3 Any notice shall be deemed to be received (unless the contrary is proved):
- 23.3.1 if hand delivered, on the day of delivery; or
23.3.2 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day.
- 23.4 A Party may by written notice to the other Party change its address to another address which is not exclusively a post office box or poste restante. The change will become effective on the 5th (fifth) day following deemed receipt of the notice.
- 23.5 Any notice actually received by a Party will be deemed to have been given validly, even though the notice had not been delivered to an address stated in this clause.

24 COMPLIANCE WITH LAWS AND ANTI-CORRUPTION

- 24.1 Each Party warrants that it shall for the duration of each PO:
- 24.1.1 in all matters arising from or relating to the fulfilment of these Terms and Conditions or a PO conform at its own expense with all laws and legislation relevant thereto; and
24.1.2 ensure that it has in place and will maintain in place, all the necessary authorisations, licenses, permits, type approvals, certificates and consents that are required in terms of any applicable law to fulfil its obligations under these Terms and Conditions or a PO.
- 24.2 The Parties shall not be entitled to claim or receive any benefits or rewards, other than specifically provided for in these Terms and Conditions or a PO.
- 24.3 Each Party warrants that neither it, nor any of its shareholders, employees, directors, associates, related parties or agents have committed, or admitted to, or have been convicted of, any Corrupt Act and that it has ensured that all anti-corruption laws, internal processes and anti-corruption preventative measures have been complied with, prior to signature of these Terms and Conditions or a PO and will continue to be complied with for the duration hereof.
- 24.4 Each Party warrants to the other Party that neither it nor any of its Affiliates, employees, directors, or agents will during the term of each PO enter into any transaction that results in, or is likely to result in a Sanctioned Entity gaining access (regardless whether during or at any time after the termination of a PO) to any product manufactured by, or any intellectual property or confidential information of the other Party or of the Supplier. Each Party (indemnifying Party) indemnifies the other Party against any breach of this clause by the indemnifying Party, its Affiliates, employees, directors or agents.
- 24.5 Failure by a Party to comply with this clause 24 shall constitute a material breach of contract.

25 GENERAL

- 25.1 **Validity and Severability**
If any provision of these Terms and Conditions or a PO is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of these Terms and Conditions or the relevant PO.
- 25.2 **Contra Proferentem**
The rule of construction that in the event of any uncertainty in any provision in any agreement, such agreement shall, in construing/interpreting the uncertainty, be construed or interpreted against the drafter of such agreement, shall not be applicable to these Terms and Conditions.
- 25.3 **Variation**
No variation of or addition to of these Terms and Conditions or the relevant PO will be of any force or effect unless reduced to writing and signed by the Parties.

- 25.4 **Waiver**
No waiver on the part of a Party of any rights arising from a breach of any provision of these Terms and Conditions or the relevant PO will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.
- 25.5 **Force Majeure**
- 25.5.1 Failure to comply with any of the terms and conditions of these Terms and Conditions or a PO if occasioned by or resulting from an act of nature or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any government or other authority (including without limitation non-issuance or revocation of any authorisation, licence or permit), compliance with government orders, demands or regulations, as well as shortages, interruptions, fluctuations or the unavailability of electrical power, water supply or means of communication or any circumstances of like or different nature beyond the reasonable control of the Party so failing ("Force Majeure"), will not be deemed to be a breach of these Terms and Conditions or a PO, nor will it subject either Party to any liability to the other.
- 25.5.2 Notwithstanding the provisions of clause 25.5.1, the inability to make payment of any amount due and payable under a PO shall not constitute Force Majeure.
- 25.5.3 Should a Party's performance of an obligation become temporarily impossible owing to Force Majeure that Party shall:
- 25.5.3.1 as soon as reasonably possible after the Force Majeure sets in notify the other Party in writing of the incidence of Force Majeure;
- 25.5.3.2 be released from performance of the affected obligation for so long as the Force Majeure prevails;
- 25.5.3.3 use its best endeavours to recommence performance of the affected obligation, to whatever extent reasonably possible, without delay; and
- 25.5.3.4 co-operate with the other Party in implementing such contingency measures as the other Party may reasonably require.
- 25.6 Should the circumstances of Force Majeure continue for longer than 30 (thirty) days, either Party shall be entitled to terminate the relevant PO, with immediate effect by written notice.
- 25.7 **Cession and Delegation**
A Party cannot validly cede any right or delegate any obligation arising under these Terms and Conditions or a PO without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, the Supplier may by written notice to the Customer cede and delegate a PO to any other company controlled by Reunert Limited, registration number 1913/004355/06.
- 25.8 **Warranties**
No Party has given any warranty or made any representation to the other Party, other than as expressly set out in these Terms and Conditions or a PO.
- 25.9 **No Agency**
The Supplier is an independent contractor to the Customer and nothing in these Terms and Conditions or a PO constitutes a

relationship of employment, agency, joint venture or partnership between the Parties. A Party shall not hold itself out as being an agent or partner of the other Party, or as being in a joint venture with the other Party. A Party shall not assume or create or attempt to assume or create directly or indirectly any obligation on behalf of or in the name of the other Party.

- 25.10 **Arrangements under section 37(2) of the OHSACT**
Each Party is an employer in its own right, a specialist in its own field of operations, performs work using its own employees and/or agents and its activities, methodologies and work are not directly supervised by the other Party. Each Party shall comply with the OHSACT accordingly.
- 25.11 **Co-operation and Support**
Each Party undertakes at all times to use commercially reasonable efforts to co-operate, to perform all such actions and take such steps and to procure the cooperation, the performance of all such actions and taking of all such steps as may be open to it and necessary for and incidental to the putting into effect and maintenance of the provisions of these Terms and Conditions or a PO.
- 25.12 **Non Solicitation**
A Party shall not without the prior written consent of the other Party, either during, or within 12 (twelve) months after termination or cancellation a of PO for whatsoever reason, engage, employ or otherwise solicit for employment, whether directly or indirectly, any person who during the currency of the PO was engaged in the performance of thereof as an employee, or temporary employee of the other Party, or of the other Party's suppliers under the PO. A Party in breach of this clause shall pay to the other Party as liquidated damages an amount equal to the gross annual salary as calculated immediately prior to the breach (including any commissions and other payments) of the person so engaged, employed or solicited.
- 25.13 **Inclusion of electronic documents and signature**
Any reference in these Terms and Conditions or a PO to "writing" or "signed" shall include any form of electronic communication, or electronic signature.
- 25.14 **Entire Agreement**
The terms contained in these Terms and Conditions and the PO constitute the entire agreement between the Parties with respect to the subject matter thereof, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements, and understanding of the Parties.
- 25.15 **Costs**
Each Party shall bear its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of each PO and these Terms and Conditions. Any legal costs incurred by a Party arising out of or in connection with a breach by the other Party, shall be borne by the Party in breach on a scale as between attorney and client.
- 25.16 **Language**
The ruling language of these Terms and Conditions and the PO and for communications and notices shall be English. All documents, manuals, certificates, notices, materials and training, if any, to be supplied by a Party under this Agreement shall be in English.

26 **SIGNATURES**

- 26.1 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall have its signature of this Agreement verified by a witness.
- 26.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- 26.3 Signed by the authorised signatories of the Parties, each signatory warranting his/her authority hereto.

For: SUPPLIER	For: CUSTOMER
(signature)	(signature)
(name)	(name)
(date and place)	(date and place)