

Terms and Conditions of Sale and Installation

1. Price

- The price of the services provided by the supplying company is as set out in the quotation.
- This quote is valid for **thirty** days from the date on the quotation unless otherwise agreed.
- The price is dependent on availability of products or materials, and any variation thereof can impact both final design and price.
- The client shall be responsible for the accuracy of the information provided to the supplying company, or any third party, necessary to establish the requirements and specifications of the goods. In the event of any delay in providing information, or if the information provided is inaccurate or ambiguous, the supplying company shall not be liable for any delays or associated costs.
- Should there be any inconsistency between the price reflected on the order and the quotation then the price on the order shall apply unless there are major differences, or the client has changed the amount agreed.
- The supplying company reserves the right, by giving notice to the client at any time before delivery and/or installation, to increase the price of the goods to reflect any increase in the cost to the supplying company which is due to any factor beyond the control of the supplying company such as any change in delivery dates, quantities or specifications for the goods which is requested by the client, or any delay caused by any instructions of the client or failure of the client to give the supplying company adequate information or instructions.

2. Payment

- A deposit of no less than 50% of the price set out in the quotation is required prior to commencement of manufacturing or installation, (whichever is applicable) or as otherwise agreed in writing.
- Payment of the remainder of the price is due and cleared before dispatch even if it is part shipments.
- If the quote is for installation only, the same terms apply unless agreed otherwise.
- Should the client fail to pay the remaining amount to the supplying company on the due date as communicated to the client, the supplying company will be entitled to charge interest on the overdue amount at the rate of 1.5% per month, from due date of payment to date of payment in full, have a lien or charge a storage fee.
- If the client agreed to make payment of the price on a due date, and fail to do so, then, without prejudice to any other right or remedy available to the supplying company, the supplying company shall be entitled to:
 - cancel the contract or suspend any further deliveries, installation, additional services or maintenance services;
 - appropriate any payment made by the client to such of the goods as a reasonable cancellation charge.

3. Shipping and transport

- Any cost relating to the transport of the goods shall be for the account of the client. This includes any additional insurance required.
- Should the supplying company be responsible for the shipping of the goods, a handling fee will be charged. The necessary documents will be sent to the client, however, should the client be responsible for the shipping, the shipping documents should be returned to the supplying company within sixty days to have the benefit of no Vat charged or duty-free arrangements.
- In case these documents are not delivered in time, the invoice will be re issued and will include Vat and or duties.
- Once the goods are delivered, the client shall be liable for insurance and replacement cost.

4. Ownership and Risk

- Ownership of the goods only pass on full payment thereof even if it is part delivery.
- Risk of the goods pass to the client on completion of manufacturing.
- It is explicitly noted that once risk passes, insurance of the goods shall be the responsibility of the client, unless requested and paid for otherwise. Furthermore, the client acknowledges that some risks are uninsurable.

- A signed delivery note, quality check and or packing list shall be the only proof required for transfer of risk.

5. Storage fees

- In the case where either the remainder of the invoice is not paid in time, or in the case of full payment received, but the goods are not shipped on time due to the fault or delay caused by the client, the following charges shall apply:
 - 0 - 3 months from shipment date – no storage fees, no insurance on goods
 - 3 – 6 months from shipment date – 1% of order value per month or part thereof, no insurance on goods
 - 6 – 12 months from shipment date – 2% of order value per month or part thereof, no insurance on goods
 - Should the goods be in the warehouse of the supplying company for more than 12 months, the supplying company shall have the right to, at its sole discretion, either sell the stock or claim any and all damages, including the outstanding storage fees, repacking costs and any other direct costs related to the storing of the goods in its warehouse.

6. Delivery and Lead Times

- The parties agree that time is not of the essence in this agreement and that where delivery times / dates are provided, these are only estimates. Whilst the supplying company will endeavor to adhere to estimated delivery times, it does not guarantee delivery of goods / services on any specific date, particularly where the goods are not being delivered by the supplying company.
- The supplying company shall not be liable for any damages caused as a result of failure to effect delivery timeously for any reason beyond its reasonable control and the client shall not be entitled to cancel any order by reason of such delay.
- If the client fails to take delivery and/or installation of the goods or fails to give the supplying company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the client's reasonable control or by reason of the supplying company's fault) then, without prejudice to any other right or remedy available to the supplying company, the supplying company may store the goods until actual delivery and charge the client for the reasonable costs (including insurance) of storage.

7. Warranties

- The supplying company offers a twelve-month warranty on workmanship for both manufacturing and installation which will begin on the date of completion of manufacturing, or the date of installation handover, whichever occurs first.
- All warranties and guarantees are subject to the day-to-day maintenance as set out by the supplying company.
- Certain equipment and components come with warranties or guarantees from the manufacturers of the equipment / components. Where such warranties or guarantees exist, these warranties or guarantees will be applied back-to-back to the client.
- The supplying company does not warranty any existing projects and / or equipment belonging to the client and used in connection with the installation of the project. Save for the warranties / guarantees expressly set out herein, the supplying company extends no warranty of any kind.
- The supplying company reserves its right to make any changes in the specifications of the goods which are required in order to conform to any applicable statutory or regulatory requirements, which will not materially affect the quality or performance of the goods.
- Warranties are only applicable to goods and services supplied by the supplying company.
- If the client against the advice of the supplying company chooses an inferior material or product, in case of damage to the material or product, the supplying company shall not have the same liability as it would have had in case of the product originally advised.

8. Quotation and cancellation

- Once the quotation has been accepted, the supplying company reserves the right to cancel the quotation in the event that the supplying company becomes aware of any situation that increases the risk to the supplying company.
- In the event that an accepted quotation is subject to any condition precedent, the client must ensure that such conditions precedents are fulfilled in a timely manner. In the event that the client's failure to promptly fulfil a condition precedent

result in a significantly delay in the supplying company's ability to provide the services or installation services, the supplying company may at its discretion cancel the quotation and reissue a new quotation with amended pricing to reasonably reflect any increase in the cost.

- Once manufacturing has commenced, the order can no longer be cancelled in its totality. In the case of cancellation, the client shall be liable for any costs already incurred.
- In case of any variation after manufacturing has started, the client will be liable for any additional costs.

9. Site visit

- The supplying company will contact the client to arrange a suitable time for a site inspection. All costs related to this site inspection will be for the account of the client or as otherwise agreed.
- At this site visit, the preliminary plotting may be done. If the final plotting significantly changes once installation starts, the client shall be liable for any additional costs.
- If the client or the client nominee is not available at the time of or for the site visit, any significant changes to the design may result in additional costs or an additional visit if not pre-arranged with the supplying company at the cost of the client.

10. Access to premises for delivery and installation

- The client must give the installer, together with any vehicle or equipment, safe, convenient, and unhindered access to sufficient parts of the premises to enable the supplying company and or installation team to perform the installation works and carry out the obligations under these terms.
- Conditions for and during the installation shall be accommodation of a reasonable rating and includes three balanced meals daily. All transport shall be pre-arranged and any waiting period on site shall not exceed two hours. Any additional time shall be billed to the client as idle hours.
- The client warrants that at all relevant times the client has the ability and authority to grant the right of access and acknowledge that the supplying company have relied on that ability and authority in this clause in agreeing to supply the goods and the installation works.
- If the condition of the premises has changed subsequent to the pre-installation inspection and this change results in the premises being unsuitable for the goods and/or the installation works, the supplying company may amend or cancel the order.
- The supplying company will not be liable for any loss or damage (including liability for death or injury to persons and loss of or damage to property) caused, either directly or indirectly, by the conditions and physical characteristics of the premises.
- The supplying company will, whilst carrying out the installation works take reasonable measures necessary to protect the people and property at the premises; avoid unnecessary interference with the passage of people and vehicles at the premises; and prevent nuisance and unreasonable noise and disturbance. Should the supplying company damage property on or at the premises, the supplying company will promptly rectify the damage and pay any compensation which is required by law.

11. Commencement and Completion of work

- The work will commence on signature of the quotation and payment of the deposit as set out in the quotation and an agreed installation date.
- The date of completion will be the date on which the project is handed over to the client, along with a hand over file, and the acceptance test procedures (ATP).
- The supplying company shall be responsible for the first sign off and a reasonable snag list. Any additional sign offs thereafter shall be at the cost of the client.
- Once the project has been completed, if required, the supplying company will provide training in respect of the operation of the project.
- Subsequent to the completion of the project, the operation and maintenance of the project is the sole responsibility of the client.
- Any goods that are stored on site will be at the risk of the client and it shall be adequately insured by the client.

- The client will, to the extent relevant, ensure that a representative is available at its premises on the date on which the installation is to commence in order to co-operate with the installation process and facilitate the installation process as may be required.
- Should there be any significant changes to the design of the project deliverables or if there are significant challenges to the installation, the supplying company will consult with the client and attain approval for the change in design or installation plan prior to continuing with the installation. In the event of the changes not being acceptable to the client, the client may be refunded proportionately.
- The date of installation is an approximate date only. The supplying company will use our best endeavors to deliver the goods and carry out the installation works by the installation date, but any such date is an estimate only. Time is not of the essence for the performance of the installation works.
- The client acknowledges that certain elements of the installation works may be carried out before or after the installation date (including pre-installation work and post-installation commissioning). To the maximum extent permitted by law, the supplying company will not be liable for any delay in the delivery or installation of any part of the goods, howsoever caused.

12. Health and Safety

- The supplying company will perform the installation works in accordance with the order in all material respects. The supplying company has the right to make any changes to the installation works which are necessary to comply with any applicable law or safety requirement, which do not materially affect the nature or quality of the installation works and the supplying company will notify the client in any such event.
- The supplying company will perform the installation works in accordance with laws governing South African Occupational Health and Safety as well as Labour Law, with the exception if the country of installation has legislation in place which is more demanding or regulated than the South African standard in which case the local prescribes will apply.

13. Exclusions from installation works

Unless otherwise agreed in writing, the installation works do not include the following:

- the provision of approvals, consents or permits from any person or authority;
- rectification of an inadequate existing electrical supply;
- any onsite water or electrical requirements;
- installing or upgrading a safety switch, isolator or earth leakage unit;
- installing or upgrading a distribution board;
- installing or upgrading a meter panel board;
- performance of the installation works where safe, convenient and unhindered access to the premises is not provided;
- any trenching, excavation or civil works required for the installation works to be performed;
- the provision of special access equipment, if required;
- the removal of asbestos or the costs of an investigation to determine whether asbestos is present.

14. Additional Services and/or items (Variation order)

- If anything in addition to the signed quote is required or changed, the supplying company will provide a quote if:
 - it is technically possible;
 - the supplying company have the necessary resources;
 - the necessary permissions are in place;
 - it is agreed in writing.
- Before the installation works commence, the supplying company will advise the client of any additional services and/or items and their cost that are not included in the project or the installation works but are required to perform the installation works (additional services and/or items).
- If the supplying company advises the client of additional services and/or Items that are required to complete the installation, the supplying company will also advise the client of the cost of such additional service and/or terms. The

client may elect to enter into an agreement with the supplying company (or another entity) for these additional services and/or Items.

- In the event that a latent condition becomes apparent following commencement of the installation, the supplying company may advise the client of additional services that are required to rectify the latent condition.

15. Responsibilities and Acknowledgements of the client

- The client must inform the supplying company of any conditions or physical characteristics of the premises, or area, including latent conditions, which would preclude, or have any adverse effect on, the carrying out of the installation works or pose any threat to those carrying out the installation works.
- If applicable, the client is required to obtain all relevant approvals, consents and permits prior to the installation of the project from the local council/planning authority, body corporate or landlord and in accordance with any other legislative requirement having jurisdiction over the premises.
- The client must ensure that the premises comply with relevant electrical standards prior to the installation of the project. In the event the premises do not comply, the client is required to ensure that a qualified electrician completes all necessary work.
- If any trenching or excavation work is required for the installation of the project, the client must arrange for it to be completed before the installation works commence, unless otherwise agreed.
- Any substructure built or provided by the client including services, decks, slabs or ring beams, shall be maintained by the client as it will affect the warranty if not done.
- The client may not cede the order to any third party without giving notice to the supplying company, and any costs related to the cession, whether time or direct, shall be for the account of the client ceding the order.

16. Force majeure

- For the purposes of these terms, Force Majeure Event means an event beyond reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the supplier or any other party), failure of a utility service or transport network, act of God, war riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant and machinery, fire, flood, storm, pandemic, extreme weather conditions or default of suppliers or subcontractors.
- The supplying company shall notify the client or main contractor as soon as practicable of the delay, and the details thereof.
- The supplying company are not liable to the client as a result of any delay or failure to perform the obligations under these terms as a result of a Force Majeure Event.
- If the Force Majeure Event prevents the supplying company from providing the project or the installation works for more than 12 weeks, the supplying company shall, without limiting our other rights or remedies, have the right to terminate these terms immediately by giving written notice to the client.
- If damage occurs due to any Force Majeure event, the repair will fall outside any guarantee or warranty in relation to the goods and the client will be charged on a time and material basis for the any services rendered by the supplying company.

17. Indemnity and Limit of Liability

- The client hereby indemnifies the supplying company for:
 - any damage arising from any act, error, fault, neglect, misuse or omission of the goods by the client or any third party, whether that third party is under the control or direction or authority of the client or not;
 - damage caused by electrical power or any other environmental factor;
 - damage caused by the operation of the goods by any third party or the client;
 - damage caused by the operation of the goods other than in accordance with any specification, directions or recommendations by the supplying company.
 - any defect in the goods arising from any drawing, design or specification supplied by the client;
 - of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration or repair of the goods without the approval of the supplying company.

- any defect that arises after the sign off by the client of the ATP
- Any liability incurred by the supplying company shall in aggregate be limited to the actual value of repair, replacement or manufacturing.
- Neither party shall be liable for consequential, special or punitive damages of any kind whatsoever.

18. Compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation

- The Parties record and agree that it is their intention to enter into these terms and to perform in terms hereof in compliance with Anti-Corruption Legislation and Anti-Money Laundering Legislation where required. Accordingly, each Party warrants to the other, as material warranties, that:
 - it is and will remain familiar with the requirements of Anti-Corruption Legislation and Anti-Money Laundering Legislation;
 - neither it, nor any of its officers, employees, agents, representatives or affiliates (herein "Related Parties") have committed a Corrupt Act in the entering into of these Terms, nor will they do so in the performance of these Terms;
 - neither it, nor to the best of its knowledge and belief, any of its Related Parties have been found guilty of Corruption or Money Laundering, nor investigated at any time for any possible Corrupt Act or Money Laundering;
 - it has taken and will continue to take reasonable care to prevent Corruption and Money Laundering, both in the entering into and performance of these Terms, including maintaining adequate internal controls and compliance training; and
 - you will notify us immediately of any fact, circumstance or eventuality that may indicate that a Corrupt Act or Money Laundering may have taken place or is likely to take place or if it no longer complies with the provisions of this clause 18.
- The Parties agree to promptly address any allegation of Corruption or Money Laundering and to promptly give each other reasonable assistance and access to information in doing so. A breach of the provisions of this clause 18 shall constitute a material breach of these Terms.

19. Confidentiality

- The Parties shall hold in confidence all Confidential Information received from each other in terms of, or arising from this Agreement, and shall not divulge or permit the Confidential Information to be divulged to any person, save for officers, employees, consultants and professional advisors who have a need-to-know, provided that such officers, employees, consultants, and professional advisors are required by agreement, instruction or otherwise to treat such Confidential Information in accordance with the terms and conditions of this Agreement prior to such disclosure.
- The Receiving Party agrees:
 - not to disclose Confidential Information to any Third Party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party;
 - not to utilize, employ, exploit or in any other manner whatsoever use Confidential Information for any purpose whatsoever other than strictly in relation to this Agreement; and
 - that the unauthorized or unlawful use or disclosure of Confidential Information may cause irreparable loss, harm and damage to the Disclosing Party.
- The Receiving Party agrees to protect Confidential Information by using the same standard of care used to safeguard its own information of a confidential nature and by taking all reasonable steps to prevent any unauthorized disclosure of Confidential Information.
- The Disclosing Party may, at any time by way of written notice to the Receiving Party, require the Receiving Party to return or destroy any material containing, pertaining to or relating to Confidential Information and to irretrievably expunge such Confidential Information from any word processor, computer or other similar device into which it was entered or programmed, and may, in addition, require the Receiving Party to furnish a written statement (certified as correct by a director of the Receiving Party) to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material. The Receiving Party will comply with all requirements in terms of this clause within 7 (seven) days of receipt of written notice thereof.
- Without limiting any other provision of this agreement, the Client hereby undertakes and agrees that it will at all times, including during and after the term of this agreement, keep all information relating to the Client's use of the Goods

including any benchmarks, performance results and other information related to or arising from this Agreement and/or the goods, confidential.

- This clause shall survive termination of this agreement.

20. Intellectual Property and Copyright

- The goods consist of proprietary products or goods, including the design, in which all Intellectual Property rights are and shall remain the exclusive property of the supplying company, unless explicitly paid for.
- The client hereby expressly acknowledges and agrees it shall under no circumstances have any right, title or interest in and to the Intellectual Property, unless paid for and it furthermore acknowledges that ownership of Intellectual Property does not include any right to copy.
- For the avoidance of doubt, the supplying company retains all copyright, Intellectual Property and any other proprietary rights in and to any customization, modifications, enhancements and upgrades effected to the goods, irrespective of whether such customizations, enhancements, modifications or upgrades were developed by the Parties or any third party if no payment was received therefor.
- Copyright is not for sale.
- The client shall not during the term of this agreement or thereafter, without the prior written consent of the supplying company -
 - directly or indirectly, register any Intellectual Property forming part of the goods, anywhere in the world;
 - directly or indirectly register or use any Intellectual Property confusingly similar to the goods or design;
 - claim or seek to obtain any proprietary right in respect of the goods or design;
 - incorporate and/or combine the goods or design with any other intellectual property; and/or alter or amend the goods or design in any way.
- The provisions of this clause will survive termination of this agreement.

21. Breach

- Should the client breach these terms, the supplying company shall be entitled to cancel the sale with no notice to the client and to proceed to recover any amounts owed by the client for work done since the commencement of the project.
- The client agrees to pay all legal costs, on an attorney and own client scale, which the supplying company may incur in taking steps pursuant to any breach of these terms and conditions by the client.
- Any equipment installed may be removed and costs recovered, either by claim or sale of the goods.
- In case of nonpayment or insolvency, if the goods have been delivered and installed but not fully paid for, the outstanding amount shall become immediately due and payable notwithstanding any previous agreement arrangement to the contrary.

22. Dispute resolution

- Any dispute, difference or question which may arise at any time hereafter between the supplying company and the client touching the true construction of this agreement, or the rights and liabilities of the Parties hereto, shall, be referred to the respective Executives of the Parties for amicable resolution.
- Should this fail, the matter will be resolved by arbitration by a single arbitrator in Pretoria to be agreed upon between the Parties and by the Rules of AFSA.
- The decision of the arbitrator shall be final and binding on the parties and parties will not have a right to appeal.

23. General

- This terms and conditions represent the entire agreement between The supplying company and the client and no amendment to these terms and conditions shall be of any force and effect unless reduced to writing and signed by both parties.
- The client selects as its domicilium citandi et executandi the address set out on the quotation.

By acceptance of the quotation, order or payment of the deposit, the client accepts all the terms and conditions of sale and installation as described above.

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