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HMA South Africa (Pty) Ltd • Reg No: 2016/088326/07 • Vat No: 4780274405 • Importers Code: 21696342

www.hmagrp.com

21st February 2023

Conditions of Supply

1 Agreement

- (a) These Conditions of Supply, together with any credit application, Quotation and any other document referred to in that Quotation once accepted by you and then us (together, the "Agreement") form a legal agreement between you and us. Any other terms and conditions proposed by the customer will not be accepted by the supplier unless agreed to in writing and these conditions apply to the exclusion of any other terms that are implied by trade, custom, practice or course of dealing.
- (b) Acceptance by you of the Agreement will constitute an offer from you to purchase the Supply from us, which will then be open for acceptance by us. Your offer can be made by doing either one or more of the following things:
 - (i) Signing these Conditions of Supply; or
 - (ii) Signing and returning the Quotation or otherwise accepting the Quotation; or
 - (iii) Issuing a purchase order or similar request for goods or services in response to the Quotation.
- (c) Once your offer is made, we are at liberty to accept or reject your offer in our absolute discretion by:
 - (i) notice to you in writing; or
 - (ii) Performing the Supply in accordance with a purchase order issued by you.
- (d) Your offer in respect of our Quotation must be accompanied by sufficient information to enable us to proceed with the order forthwith otherwise we shall be at liberty to amend the Contract Price and/or delivery period to cover any variation or delay.
- (e) We will not be bound by any terms or conditions expressed or implied in orders or acceptances generated by you except to the extent that such terms have been expressly agreed upon between the parties in writing and signed by us. For the avoidance of doubt, even where you attach or refer to other terms and conditions in purchase orders or other requests for quotations or supply of goods and/or services received after this Agreement has been entered into (**additional terms**), such additional terms are expressly excluded from this Agreement and will be of no force or effect against us unless we expressly agree otherwise (by notice in writing, signed by a director of us).
- (f) No variation to these Conditions shall have effect unless expressly agreed in writing by us.

2 General and Definitions

(a) Where the following words are not already defined in the Quotation or another part of this Agreement:

Confidential Information means the content of this Agreement, any information of a party which is marked confidential and any information which is by its nature confidential.

Contract Price means the price payable in respect of any supply made under this Agreement, more particularly described in the Quotation.

goods and/or equipment means goods and/or equipment forming part of the Supply.

CPA means the Consumer Protection Act, 68 of 2008, as amended;

HMA Group Member means any one or more of the following companies and divisions:

Halley & Mellowes Pty Limited - ABN 83 000 558 627; or

HMA Geotechnical (trading as a Division of Halley & Mellowes Pty Ltd)

- ABN 83 000 558 627; or

HMA Materials Handling (trading as a Division of Halley & Mellowes Pty Ltd) -

ABN 83 000 558 627; or

HMA Wear Solutions Pty Limited - ABN 69 002 407 730; or

HMA Power Generation - ABN 64 008 425 214; or

Diamond Power (Australia) Pty Limited ABN 64 008 425 214; or

HMA Instrumentation Pty Limited - ABN 42 058 605 959; or

HMA Flow and Industrial Pty Limited - ABN 68 092 292 718; or

Measurement Resources Pty Limited - ABN 62 003 247 738; or

HT Engineering Pty Limited - ABN 76 103 801 574

Intellectual Property Rights means all intellectual property rights at any time protected by statute or common law, including patents, copyright, and any register ed intellectual property rights, registered designs, trademarks, and goodwill; and any application or right to apply for registration of any of these rights.

Personnel means your employees, officers, agents, or contractors.

Quotation means a tender, proposal or quotation submitted to you by us or a third party on our behalf in which these Conditions of Supply are either referred to or attached in full.

Supply means the supply of goods and/or services by us, more particularly described in the Quotation.

us, we, our/s means the HMA Group Member or Members who authored and/or submitted the Quotation.

you or your/s means the customer or entity to whom the Quotation is addressed, or if a customer is expressly nominated in the Quotation, then that entity

3 Validity and Orders

- (a) Unless stated otherwise in the Quotation, the Contract Price and other items contained in the Quotation is/are valid for a period of thirty (30) days from the date of the Quotation and are automatically withdrawn unless accepted by you within this time and confirmed by us. Notwithstanding the above, we may withdraw the Quotation at any time prior to the commencement of this Agreement.
- (b) We may decline to accept any order without providing a reason in our absolute discretion.
- (c) If you request or we deem there to be a variation in the scope of the Supply, then we may (but are not obliged to) notify you in writing of the variation, the price variation, associated delays and any other information we deem relevant.
- (d) We are not obliged to commence any supply associated with any variation identified in accordance with clause 3(c) unless and until you acknowledge and accept in writing the variations contained in that notice.

4 Prices

- (a) The Contract Price or prices quoted are in South African Rand (ZAR), based on the quantities quoted, current costs and exchange rates at the date of Quotation or at the specified base date (if any) and unless expressly stated to the contrary are subject to variation to cover any increase in costs and exchange rates between the date of Quotation (or the base date) and the date of any actual Supply that results in an increase in price.
- (b) If any variation or modification of the Supply is received after your order is accepted by us, any such variation or modification will be charged as an additional cost to you.
- (c) The Contract Price is exclusive of all taxes, imposts, duties, or levies (including without limitation, goods and services tax, sales tax, value added tax, withholding tax, customs/import duty, etc).
- (d) You must pay in addition to and at the same time and in the same method as the Contract Price, all taxes, imposts, duties, or levies upon the Supply, or any goods or raw material incorporated into the Supply, imposed either prior to or subsequent to the placement of the order.

5 Packaging and Transport

Unless otherwise specified in our Quotation:

- (a) delivery terms are DDP (Incoterms 2020) to the location or site nominated by you;
- (b) if we have agreed to provide any packing cases, skids, drums, etc. then all packing cases, skids, drums, etc. must be returned to us at your expense and in good condition within one month of receipt, otherwise their cost will be charged to you.

Where we have quoted EXW (Incoterms 2020), you agree that:

- (c) where goods need packing for transportation, that packing will be suitable for transportation of the goods by road. Special packing such as fumigated cases will only be provided where quoted and ordered.
- (d) **You shall ensure that you or your transport company comply with the South African Road Traffic Act and its regulations and the HMA Freight Handling Guideline.**

6 Delivery/Installation Dates

- (a) Any dates given in our Quotation for delivery or installation are estimates only and while we shall use reasonable commercial endeavors to meet such dates you acknowledge and agree that no liability shall attach to us for any loss or damage, (whether direct or consequential), arising out of any such delay in delivery or
- (b) You acknowledge that goods or equipment delivered to a courier are outside of our control and we will not be liable for any loss, damage, delay, or non-delivery of goods contributed to by a third party, to the extent permitted by law.
- (c) It is your responsibility to carefully inspect the goods immediately after they are delivered and to assess the services immediately after they are rendered. Any claims with respect to damage, shortage or defect will only be considered if made to us in the first instance by phone within seven (7) days of delivery, and also in writing within seven (7) days of delivery.
- (d) Where we have expressly agreed to deliver goods or services, we will not make any delivery to you unless we consider it to be safe to do so. To ensure we are able to deliver the goods in accordance with our health, safety and environmental requirements, you:
 - (i) must, inform us or our courier about any site-specific safety regulations upon arrival; and
 - (ii) must ensure each delivery point is correctly and clearly labelled; and
 - (iii) must ensure that its delivery site adheres to the latest applicable storage regulations and that there is clear and safe access to all delivery points; and
 - (iv) will have sole responsibility for providing suitable safe and secure means and facilities for the reception and unloading of the goods, provision of services and for the storage of the goods after delivery.
- (e) If due to any cause beyond our control including but not limited to acts of God, storm, flood, war or insurrection, industrial disputes, or due to the unavailability of materials on reasonable commercial terms or any circumstances of like or different nature beyond our control ("Force Majeure"), we are unable to deliver or install, either within the times quoted to you (or in the absence of any specified time, within a reasonable time), or at all, the Agreement shall be voidable at the option of either party with no right by the other party to claim any damages beyond liability for payment of any completed (or partially completed) Supply.

7 Payment

- (a) Where we have approved credit to you (and subject to the terms of any such credit approval), unless otherwise specified in writing by us, the terms of payment are in full by EFT, cash or bank cheque 30 days from the date of our invoice.
- (b) Notwithstanding any other provisions herein contained or any other agreement with you (and without prejudice to any other rights we may have at law), in the event of any account remaining unpaid by you after the due date of payment:
 - i we shall be entitled, at our option and without notice to you to suspend any work or refuse delivery of any goods; and
 - ii you will be liable to pay interest on any amount outstanding until that amount is paid in full. Interest will be calculated on the rate that is 2% above our then current financial institution's overdraft rate for \$100,000, calculated daily and compounding monthly.
 - iii Consider alternative - Should you fail to pay any sum due, you shall be liable to pay interest to us on such sum from the due date for payment at the prime interest rate charged by our bankers, ABSA Bank Ltd to its prime clients on overdraft facilities as publicly quoted from time to time.
- (c) Under no circumstances may you deduct or set off any amount under any invoice.
- (d) You hereby acknowledge and agree that information regarding your payment behaviour may be disclosed to any registered credit bureau and/or any other suppliers, subject to applicable laws.

HMA Group

MATERIALS HANDLING

WEAR SOLUTIONS

FLOW & INDUSTRIAL

INSTRUMENTATION

POWER GENERATION

GEOTECHNICAL

Australia - New Zealand - Indonesia - South Africa

8 Title and Risk

- (a) The risk in any goods which are supplied by us to you will pass:
- i In the case of supply of goods only, immediately upon delivery to you, your Personnel, or a nominated carrier for transportation to you, or to some other place or site nominated by you or upon pick up by you or your agent; or.
 - ii in the case of supply and installation of any goods, immediately upon the delivery of the goods to work site.
- (b) Such delivery shall in every case be deemed to be delivered to you and accepted by you whether or not you are present at the time of delivery to sign a receipt for such goods.
- (c) You must:
- i effect and maintain with a reputable insurance company insurance for the goods, at your cost, against all risks as it thinks appropriate.
 - ii note our interest on the insurance policy; and
 - iii produce a certificate of currency of the insurance effected by you under this clause 8(b) to us, upon request.
- (d) Risk in the goods will remain with you at all times unless we retake possession of the goods in accordance with clause 8(g)(ii).
- (e) Title in the goods supplied by us to you will not pass to you and will remain our absolute property until such time as we have been paid all monies due and owing to us by you in relation to any account.
- (f) Until such time as we have been paid all monies due and owing to us by you in relation to any account:
- i You take custody of the goods and retain them as our fiduciary agent
 - ii You may resell but only as a fiduciary agent of ours. Any right to bind us to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arm's length and on market terms and pending resale or utilization in any manufacturing process is to be kept separate from your own, properly stored, protected and insured.
 - iii You will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with the goods on trust for us and will keep such proceeds in a separate account until the liability to us shall have been discharged.
 - iv We are to have power to appropriate payments to such goods and accounts as we think fit notwithstanding any appropriation by you to the contrary.
 - v In the event that you use the goods in some manufacturing process of your own or some third party, then you shall hold such part of the proceeds of such manufacturing process as relates to the goods on trust for us. Such part shall be deemed to equal in dollar terms the amount owing by you to us at the time of the receipt of such proceeds.
 - vi You may not assign, factor, or otherwise deal with your right to receive payment from any person in respect of a sale of any goods, or any item manufactured using any goods, without our written consent.
- (g) If you have breached this Agreement, you authorise us, at any time, to enter onto any premises upon which our goods are stored without liability for trespass or damage and without any prejudice to any of our rights in terms of this Agreement to enable us to:
- i inspect the goods; and/or
 - ii reclaim the goods.
- (h) If you sell, dispose of or otherwise deal with goods or any part thereof before full payment has been received by us, you must advise us in writing, at such times as we may request, specifying full details of the goods sold, disposed of, utilized or otherwise dealt with.
- (i) If ownership of the goods has not passed from us to you, your right to possession of the Goods shall terminate immediately if:
- i You are placed under a provisional or final winding-up, or are subject to business rescue proceedings; or
 - ii You make an offer of compromise with your creditors; or
 - iii You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against it, or are unable to pay your debts; or
 - iv Generally commit any act of insolvency as defined in the Insolvency Act No 24 of 1936; or
 - v Any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events in clauses 8 (i) (i-v)
- (j) You agree that the provisions of this clause 8 apply despite any arrangement under which we grant credit to you.

9 Security and Pledge

- (a) To the extent permitted by law, and if required by us for better securing payment of the Contract Price plus any costs or charges, you will hereby pledge all of your movable and incorporeal property, both present and future, in favour of us.
- (b) You acknowledge and agree that this Agreement constitutes a pledge in terms of South African law, and that the Security by Means of Movable Property Act (SMPA) applies to this pledge and to our separate security interests set out in clause 8 and 9(a) above.
- (c) You also acknowledge and agree that the specified and described property over which a notarial bond has been registered in accordance with the SMPA, shall be deemed to have been delivered to us as security.
- (d) You consent to:
- i execute any other document or instrument required to give effect to the pledge created by this Agreement; and
 - ii the registration with the relevant authority or public register of any pledge created by this Agreement or any other document required to give effect to a pledge created by this Agreement.
- (e) You must pay all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge, or release of such instrument.

10 Storage

In the event of us receiving no instructions as to delivering, or not receiving sufficient instructions to enable us to despatch the goods or equipment to you within 14 days after the

date of notification that they are ready for despatch, you must take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to deliver the goods or equipment at your place of business or on site or elsewhere on your behalf and all charges for storage, insurance or for demurrage shall be payable by you. In such case delivery shall be deemed to have been made and payment will be due.

11 Cancellation

Orders, once accepted by us, can only be countermanded, or cancelled with our written consent provided always that you must indemnify us against any and all costs and losses incurred as a result.

12 Technical Data

All descriptions, specifications, drawings and particulars of weights and dimensions submitted with the Quotation are approximate only, intended merely to present a general idea of the goods or services. After acceptance by you of our tender or quotation all relevant technical information may be supplied by us on request providing always that we have the right to withhold any confidential information or trade secret. Such technical data, however, must not under any circumstances be shown to any third party not a party to this agreement or necessary for its performance unless our written consent is obtained.

13 Variation

- (a) We reserve the right to make, at our discretion, any necessary substitutions of materials and equipment to effect the Supply.
- (b) As our policy is one of continued product improvement the specification of the goods and equipment to be supplied is subject to change without notice.

14 Assignment

We reserve the right to assign any or all of our rights and obligations under this Agreement. You must not assign your rights or purport to assign or transfer all or any rights or obligations under this Agreement without our prior written consent.

15 Tests

Our goods are carefully inspected before despatch. If special tests or tests in your presence or the presence of your representatives are required, these tests, unless otherwise agreed, must be made at our works and will be at your additional expense, and in the event of any delay on your part in attending such tests after seven days' notice that we are ready, the tests may proceed in your absence and shall be deemed to have been made in your presence.

16 Performance

Any performance figures given by us are based on information supplied to us by the manufacturers or distributors of various goods or equipment. We shall be under no liability for damages for failure to attain such figures unless we have specifically guaranteed them in writing subject always to recognised tolerances applicable to them and any variances based on differing inputs, loads, installation or usage requirements being applied to them.

17 Intellectual Property

- (a) Any pre-existing Intellectual Property Rights owned by us before the commencement of this Agreement, will remain vested in us.
- (b) Any pre-existing Intellectual Property Rights owned by you before the commencement of this Agreement, will remain vested in you.
- (c) You agree to grant to us a non-exclusive, transferable, royalty free licence to use your pre-existing Intellectual Property Rights to the extent that such use relates to any material created by us pursuant to this Agreement.
- (d) Subject to any Intellectual Property Rights existing in any third-party materials, all Intellectual Property Rights, created by us on or after the commencement of this Agreement will remain vested in us notwithstanding those rights were created pursuant to or for use in the supply of goods or services under this Agreement (**Agreement IP**).
- (e) Subject to your continued compliance with this Agreement, we agree to grant to you a limited, non-exclusive, non-transferable, revocable, royalty free licence to use the Agreement IP, but only to the extent that such use is required for operation or use of the goods or services.
- (f) Notwithstanding anything in this Agreement, you must not reverse engineer, disassemble, decompile, alter, modify, or develop the goods or services. Notwithstanding the foregoing, if you do alter, modify, or develop the goods or services, then subject to any third-party Intellectual Property Rights, all Intellectual Property Rights then existing in the goods or services as altered, modified, or developed will immediately vest in us upon their creation. We will do all things and sign all documents to ensure vesting occurs in a timely fashion if for some reason it does not occur immediately upon creation, or as otherwise directed by us.
- (g) This clause survives expiration or termination of this Agreement.

18 Warranty and Limitation of Liability

- (a) You acknowledge and agree that to the extent permitted by law, we will not be liable for, and you release us in respect of, any claim, loss, cost, damage, or expense (**Claim**) arising out of any act or omission of us or our employees, officers, or agents unless that Claim is a direct result of the negligence or breach of this Agreement or a warranty by us.
- (b) Subject to clause 18(d) and (h), in relation to the goods we manufacture or services we provide, to the fullest extent permitted by law, our liability is limited to the lesser of:
 - i repair of defects which, under proper use, appear thereon and arise solely from faulty design, material or workmanship within a period of six calendar months after the original goods or equipment have been first despatched (at the termination of which period all liability on our part ceases);
 - ii the re-supply of defective goods or services (if applicable);
 - iii the cost of the re-supply of defective goods or services in question (if applicable); or
 - iv the price paid by you to us in relation to the defective goods and/or services.
- (c) Notwithstanding anything in this Agreement, we are not liable for defects arising out of:
 - i A failure by you or your Personnel to properly store any goods or equipment.
 - ii A failure by you or your Personnel to use or operate any goods or equipment in strict accordance with any manuals, guidelines or directions given by us, or in the absence of such manuals, guidelines, or directions, then in strict accordance with applicable industry standards.
 - iii Defects caused by the continued use or operation of the goods or equipment after

you or your Personnel have become aware of ought to have become aware of a defect in the goods or equipment.

- iv. Defects caused or contributed to by any design, materials or workmanship provided by you or your Personnel; or
 - v. Any part of the goods or equipment reasonably considered as consumables, intended to be consumed or used up on a regular basis including but not limited to items such as grinding media and ceramic wear items.
- (d) In the case of goods or equipment not of our manufacture, you are entitled only to such benefits as given under any manufacturer's warranty in respect thereof which we are able to assign to you.
- (e) Except where expressly prohibited by statute, save as set out sub-clauses (a), (b) and (h) of this clause 18 all expenses or implied warranties relating to quality or fitness for any purpose of the goods is hereby expressly excluded to the fullest extent permitted by law.
- (f) Such defects referred to in sub-clauses (a) and (b) of this clause 18 must be notified to us at the address above as soon as any defect is noticed, and you must prove to our satisfaction that the goods or equipment in question were manufactured or supplied by us.
- (g) Where goods are manufactured by us or supplied to you to your description or specification, we shall be under no liability to replace or repair defects arising from faulty design, or for any other claims whatsoever except faulty workmanship or material.
- (h) "In the event that any Supply is a supply of goods or services to a consumer as defined in the South African Consumer Protection Act 68 of 2008, nothing contained in this Agreement excludes or limits any implied warranty, condition or guarantee imposed by the Act, or any remedy available to the consumer in terms of the Act. Our liability for any breach of the Act is limited to the remedies provided for in the Act, including, but not limited to, replacement or repair of defective goods, refund of the purchase price, or the provision of the services again
- (i) The foregoing shall be our sole and exclusive liability to you arising from our dealings with you.
- (j) Under no circumstances whatsoever shall we be liable to you for special, incidental or consequential damages including but not limited to damage or loss resulting from inability to use the goods, loss of anticipated profits, loss by reason of plant shut down, non-operation or increased expense of operation, service interruption, loss of production, cost of purchased or replacement power, claims of customers, cost of money, loss of capital or revenue, or for any special, incidental or consequential damages, whether similar to dissimilar of any nature arising from any cause whatsoever, whether based in contract, common law (including negligence), strict liability or any other theory of law and whether or not we have been given notice of the possibility of any such damages or losses occurring.

We shall not be liable to you for any direct, indirect, incidental, consequential, special or punitive damages or losses of any kind whatsoever, whether based in contract, delict (including negligence), strict liability or any other theory of law, and whether or not we have been given notice of the possibility of any such damages or losses occurring. This limitation of liability shall apply to any claims, damages, or losses arising out of or in connection with our dealings with you."

19 Dispute

If a dispute arises out of or relates to this contract, or the breach, termination, validity, or subject matter thereof, the parties agree to endeavour to settle the dispute with good faith negotiations between the respective General Managers of both parties before having recourse to litigation. The parties may agree to arbitration, and if so shall conclude a written agreement to arbitrate within 7 (seven) days of the dispute arising.

20 Defaults and Rights

- (a) Each of the following events constitute a default by you under this Agreement:
- i. any amount or any part thereof or any other money payable under this Agreement by you to us remains unpaid for a period of 7 days or more after its due date of payment; or
 - ii. you fail to observe or perform any obligation, liability, or other provision of this Agreement on its part to be observed or performed (other than any failure to pay within the terms of sub-clause (i) above) and such failure continues for a period of 7 days or more after notice in writing has been given by us requiring you to remedy the same; or
 - iii. We ascertain that any warranty, representation, or statement made by you under or in connection with this Agreement is or becomes false or misleading in any material respect; or
 - iv. You commit an act of insolvency, whether voluntarily or involuntarily, which includes but is not limited to the following: a. an application for the voluntary surrender of your estate; b. the issue and execution of any process of attachment, execution or legal process against any of your assets; c. being placed under judicial management, business rescue or liquidation proceedings, whether provisionally or finally; d. you enter into an agreement with your creditors or any of them, in terms of which you assign or cede any of your assets for the benefit of your creditors; e. any other act that is regarded as an act of insolvency in terms of South African law.
- (b) In the event of a default under this Agreement by you, the whole of any outstanding balance will become immediately due and payable by you to us together with all legal costs and expenses associated with recovery of the outstanding balance on an indemnity basis.
- (c) The certificate of a director or the credit manager of us will, be prima facie evidence as to the amount of the outstanding balance and shall be binding on you.
- (d) No failure or delay of us to exercise any right or obligation hereunder and no custom or practice of the parties which is at variance with the terms of this Agreement and no waiver by us of any particular default by you will affect or prejudice our rights in respect of any subsequent default and no indulgence or forbearance by us of our rights under this Agreement will adversely affect or prejudice our rights in relation to such default or any subsequent default.

21 Your Warranties

- (a) You warrant that:
- i. You have never been placed under business rescue proceedings or subject to the appointment of a business rescue practitioner or entered into a business rescue plan, and that you are solvent and able to settle your debts as and when they fall due.
 - ii. You are not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of us whether in answer to an enquiry or otherwise.
 - iii. Prior to the placement of any order, you have made your own independent enquiries and satisfied themselves as to the quality and fitness for purpose of the goods and/or services and, to the extent permitted by law, unless expressly set out in this Agreement, we make no warranty, promise or representation in relation to the goods and/or services, either expressly or impliedly and any warranties, terms and conditions in relation to the state, quality or fitness of the goods for any purpose, whether implied by use, statute or otherwise is, to the extent permitted by law, hereby excluded.
 - iv. Any information, data or other documents supplied or provided by or on behalf of you detailing your requirements of the goods and/or services (Your Specifications) are accurate, complete, and not misleading.
 - v. acknowledge that we have relied on Your Specifications in manufacturing and/or supplying the respective order and you release us and hold us harmless from any claim, loss, cost, damage, or expense suffered or incurred as a result of any of Your Specifications being incorrect, inaccurate or incomplete including without limitation any claim resulting from the goods and/or services (as modified to the Your Specifications) not being fit for purpose.

22 General

- i. Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Contract. Any relaxation by us (the Supplier) of any breach of, or any default under, any provision of the Contract by you (the Buyer) shall not be deemed to be a waiver and shall in no way affect the other terms of the Contract.
- ii. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- iii. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- iv. We shall take all reasonable steps imposed on us in terms of the Protection of Personal Information Act 4 of 2013 ("POPIA") to protect your personal information. For the purposes of this clause, "personal information" shall be defined as detailed in POPIA.

23 Applicable Law and Jurisdiction

This Agreement shall be governed, interpreted and applied according to the Laws of the Republic of South Africa.

24 Confidentiality

We are supplying you with goods, operations manuals and other support documents which are subject of copyright and other statutory and common law protection. After you have purchased the goods and materials from us, you are not permitted to disclose to any other person or company, or to use for any purpose other than for that you have disclosed to us, any of the documentation, engineering, design, and manufacturing details; operations manuals or any other information in any way related to the goods and other materials supplied to you pursuant to this Agreement. Further, you must keep confidential any other Confidential Information supplied by us to you.

If you fail to comply with the preceding paragraph, you will cause damage to us, and we will be entitled to seek compensation from you. However, you acknowledge that compensation may be inadequate on its own, and that we may be entitled to seek injunctive relief, in addition to compensation. This condition continues even after you have paid for and taken delivery of the goods and other materials. This condition does not apply to information already publicly available other than due to a breach of this condition by you (or by any person obtaining this information from you), or if you are compelled to disclose the information to a Court or similar body.

25 Minimum Order Value

Our minimum order value is per order.

26 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 this Agreement.

27 Entire Agreement

These terms and conditions constitute the entire agreement regarding the Supply and shall only be varied, modified, or rescinded by written agreement and approved by us and shall expressly exclude and nullify any differing terms and conditions purported to be incorporated into the Agreement in any document produced by or on your behalf.

Although the parties may correspond via electronic mail for operation purposes, no Valid notice under, or amendment to the terms of this Agreement may be given or Concluded by way of a data message as defined in the Electronic Communications.

End of Conditions