

TERMS AND CONDITIONS OF SALE

1. THESE TERMS AND CONDITIONS TO PREVAIL

1.1. The customer agrees that the supplier, being Hedley Sydney Proprietary Limited, with whom the customer places orders from time to time, is prepared to do business on the basis that, notwithstanding anything in the customer's enquiry, specification, acceptance, order or other documentation (including, without limitation, the customer's standard terms and conditions) or discussion to the contrary (collectively the "Customer Terms"), the terms and conditions contained in this Agreement ("this Agreement") [read together with the Special Terms and Conditions of Quotation or Statement of Work contained in a written Quotation or Statement of Work provided by supplier to the customer from time to time (the "Quotation"), shall constitute the sole terms of the agreement between the supplier and the customer.

1.2. To the extent that the provisions hereof conflict with: (a) any provisions of any of the Customer Terms, the provisions of these terms and conditions shall prevail; and (b) any provisions of the Special Terms and Conditions of Quotation, the provisions of the Special Terms and Conditions of Quotation shall prevail.

1.3. The supplier reserves the right to change, on reasonable notice to the customer, these terms and conditions at any time.

2. NO VARIATIONS OR AMENDMENTS

2.1. Subject to the provisions of clause 1, this Agreement constitutes the whole agreement between the customer and the supplier relating to the subject matter hereof.

2.2. No amendment or consensual cancellation of this Agreement or any provision or term of this Agreement or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding, unless recorded in a written document signed by an authorised representative of the supplier (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

2.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against the supplier in respect of its rights under this Agreement, nor shall it operate so as to preclude the supplier thereafter from exercising its rights strictly in accordance with this Agreement.

2.4. The supplier shall not be bound by any express, implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced this Agreement between the supplier and the customer or not.

3. QUOTATIONS

3.1. Any Quotation given is not an offer by the supplier to sell the goods or provide the services but constitutes an invitation by the supplier to the customer to do business with the supplier.

3.2. A contract shall only come into force between the supplier and the customer if after receipt by the supplier of the customer's order or acceptance of the Quotation (such order and/or acceptance of Quotation constituting an offer on the terms and conditions contained in this Agreement), and the supplier accepts such offer including the Special Terms and Conditions of Quotation.

3.3. If the supplier requires any variation to the Quotation, subsequent to the date of the Quotation but prior to date of placing the order, the supplier shall be entitled to adjust the Quotation accordingly.

3.4. The Quotation is based on the designs, quantities, specifications and other information supplied to the supplier by or on behalf of the customer. If the customer requires any modification or addition to any of the foregoing at any time after the Quotation is given, the supplier shall have the sole and absolute discretion to accept or reject such proposed modification or addition. Any proposed modification or addition by the customer must be furnished to the supplier in writing and agreed to by both parties.

4. PLACING OF ORDERS

4.1. Telephonic orders placed by the customer will only become valid orders once confirmed in writing by the customer, whereafter the supplier may accept it.

4.2. An order may not be withdrawn until accepted or rejected by the supplier save as otherwise agreed to between the parties from time to time. Any such order shall upon acceptance thereof by the supplier be irrevocable.

4.3. Where the goods or any part thereof are to be imported, this Agreement is subject to the condition that the supplier's order is accepted and confirmed by the supplier's own suppliers and that delivery is made thereunder in due course.

5. PURCHASE PRICE AND PAYMENT

5.1. Orders (other than those in respect of which a Quotation was given and was duly accepted or where a Quotation expressly fix the prices for a stated period) are accepted by the supplier only on the basis that the prices in the Quotation based on prices charged to the supplier by its own suppliers are still valid, failing which the supplier may adjust its prices accordingly.

5.2. Unless otherwise expressly stated, prices are exclusive of value-added tax which shall be for the account of the customer unless the customer has given acceptable proof to the supplier that the supply is a zero rated or an exempt supply. The customer shall pay or reimburse to the supplier the amount of any value-added tax simultaneously with the purchase price.

5.3. The customer shall be obliged to pay to the supplier, in addition to the contract price herein, the amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of whatsoever nature which comes into force on a date after the date on which any price charged is determined.

5.4. In particular, but without limiting the generality of the foregoing, the supplier shall be entitled to increase the contract price in order to make provision for any increases in cost arising as a result of or during the period of any delay or special request by the customer.

5.5. Any expenses incurred by the supplier at the instance of the customer in modifying or otherwise altering or making additions to the design, quantities or specifications for standard goods, and any expenses arising as a result of suspension of work by the supplier due to instructions given, or a failure to give instructions by the customer, shall be added to the contract prices.

5.6. Unless otherwise specified or agreed to by the supplier in writing, payment is to be effected within 7 (seven) calendar days from date of statement. The price shall be payable by the customer to the supplier in cash in South African Rands without deduction or set-off and free of any exchange. The supplier shall not accept any payments by cheque. Default interest shall be charged on all overdue amounts at 2% (two percent) per annum above the prime overdraft bank rate charged by the supplier's bankers from time to time, compounded monthly in arrear, on all overdue amounts from the date upon which such amount became due and payable to the supplier until the date upon which such amount together with all interest accrued on such amount has been paid by the customer to the supplier in full.

6. DELIVERY AND RISK

6.1. Any delivery date indicated by the supplier, whether in the Quotation or otherwise, shall merely be regarded as the estimated date of delivery and shall not bind the supplier to effect delivery on or near such date. The supplier shall use its reasonable endeavours to meet the estimated delivery date – it being agreed that although time is of the essence the supplier will not be held liable for any delay in deliveries from its suppliers for whatever the reason. The supplier will only be bound to specific delivery times if expressly agree thereto in any Special terms and Conditions of a Quotation.

6.2. The customer shall accept delivery when tendered by the supplier or at the agreed scheduled delivery dates and shall not be entitled to cancel the Agreement, nor to withhold or defer any payment, nor to demand a reduction in price, nor to raise or claim any other right or remedy against the supplier, its servants, agents or any other persons for whom it is liable in law (in whose favour this constitutes a *stipulatio alteri*) whether for losses, costs, damages, expenses, interest or otherwise (including but not limited to *eiusdem generis*) on account of delays in effecting delivery, partial delivery or non-delivery, whether occasioned by any

negligent act or omission on the part of the supplier, its servants, agents or any other persons.

6.3. If delivery of any particular order is to be effected in consignments, the supplier shall not be obliged to deliver any part of the order until the purchase price, which is due in respect of the part of the order which has already been delivered has been fully paid.

6.4. If the goods are delivered:

6.4.1. Ex Works then:

6.4.1.1. delivery of the goods from the supplier to the customer takes place when the supplier makes the goods available to the customer at the customer's premises or at another place notified by the customer to the supplier in writing ("Customer Premises"); and

6.4.1.2. notwithstanding that the ownership in the goods shall not pass to the customer until the entire contract price (including interest, if applicable) in respect of the goods in question has been paid in full, subject to clause 6.7, all risk in respect of the goods passes from the supplier to the customer when the supplier makes the goods available to the customer at the Customer's Premises or at another place notified by the customer to the supplier and agreed to by the supplier.

6.5. The customer shall be obliged to inspect all goods upon receipt by it of the goods and shall endorse the delivery note as to any short-delivered or damaged goods. No claims for short-delivered or damaged goods shall be valid unless the delivery note has been endorsed as aforesaid and unless, in addition, the customer notifies the supplier in writing within 7 (seven) business days of receipt by it of the goods in respect of the claim in question, furnishing full details in regard thereto. The customer shall bear the onus of proving that upon receipt by it of the goods, any goods are missing or damaged. If the customer successfully discharges this onus the supplier shall replace the damaged or missing goods free of charge.

6.6. If the supplier is unable to deliver the goods to the customer due to any act or omission on the part of the customer and the supplier is required to store such goods then the customer shall reimburse the supplier, on demand, for all fees and costs incurred by the supplier in respect of such storage.

6.7. Should the customer fail or refuse to take delivery of the goods when delivery is tendered or fail or refuse to furnish the information necessary to enable delivery thereof to be effected, then upon notification by the supplier to the customer that the goods are ready for delivery:

6.7.1 the goods shall be deemed to have been delivered to the customer;

6.7.2 the risk in such goods shall pass to the customer; and

6.7.3 the supplier shall be entitled to invoice the customer and the customer shall be liable to pay the contract price of such goods to the supplier after receipt of the relevant invoice and statement.

6.8 The customer shall be liable for all expenses, losses and/or damage suffered or incurred by the supplier as a direct or indirect result of the failure and/or refusal by the customer to take delivery of the goods when delivery is tendered and/or failure or refusal to furnish the information necessary to enable delivery thereof.

7. WARRANTIES

7.1 The supplier warrants, in respect of any services, that the services will be performed in a professional manner and applying the necessary skill and expertise expected from the supplier. In respect of any goods, the supplier will only provide such warranties (if any) in relation to the goods to the extent that it has been given warranties from its supplier or the manufacturer of such goods. Accordingly, the parties agree that the warranties, and terms and conditions applicable thereto, provided by the supplier or manufacturer of the goods to the supplier shall apply in favour of the customer on a "back-to-back" basis only.

7.2 The warranties provided herein and the obligations of the supplier hereunder are in lieu of, and the customer waives, all other warranties, guarantees, conditions or liabilities, express or implied, arising by law or otherwise, including without limitation, any obligation of the supplier in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, the goods and whether or not occasioned by the supplier's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing the supplier does not warrant that the goods will be fit for the purposes for which they are to be used by the customer (notwithstanding that the use to which the customer intends to put the goods is known to the supplier). For the purposes hereof, any reference to the supplier shall include its servants, agents or contractors or any other person for whose acts or omissions the supplier may be liable in law. This also constitutes a stipulatio alteri (namely, a benefit in favour of a third party which may be accepted by such third party) in favour of such persons, the benefits of which may be accepted by them at any time.

7.3 The supplier shall be relieved of all obligations under any warranties in terms hereof, if -

7.3.1 repairs or modifications have been made by persons other than the supplier, unless such repairs or modifications are made with the prior written consent of the supplier;

7.3.2 any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by the supplier;

7.3.3 the goods shall not have been operated or maintained in accordance with the supplier's instructions, manufacturer's published specifications or under normal use;

7.3.4 the goods shall not have been properly installed; or

7.3.5 the goods have been operated for any purpose other than the purpose for which they are designed to be used.

7.4 If repairs or replacements are effected by the supplier, only the parts actually worked on and not the complete goods shall be subject to new warranties, if any, unless a complete overhaul of the goods is undertaken.

7.5 If the customer acquires the goods for the purpose of on-selling the goods, whether the customer is permitted to do so or not (and nothing herein contained shall be deemed to allow the customer to on-sell goods acquired from the supplier whilst ownership vests in the supplier), the customer shall not advertise or issue or in any other way give or make any warranties, guarantees or representations as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon the supplier, its servants, agents or person for whom it may be liable in law. The customer indemnifies the supplier, its servants, agents or person for whom it may be liable in law against any loss, damage or expense, including legal costs, which may be demanded from or sustained by one or more of the supplier, its servants, agents or person for whom it is liable in law, by reason of any claim brought by any third party, arising as a result of breach of this clause 7.5.

8. AVAILABILITY OF IMPORT PERMITS

The supplier's obligations hereunder shall be subject, in those cases where the goods or part thereof are to be imported, to the relevant authority having issued an import permit to the supplier in respect of such goods.

9. OWNERSHIP

9.1 Ownership of the goods shall not pass to the customer until the entire contract price (including interest, if applicable) in respect of the goods in question has been paid in full. The provisions hereof shall apply notwithstanding that the goods may be incorporated into or form part of other goods or change their essential character. All goods, whether fixed to immovable property or not, shall be deemed to remain movable property and be deemed to be severable without injury to other property.

9.2 The supplier reserves the right to inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause 9. The customer shall be obliged to advise the supplier of the name and address of the owner/landlord of any such premises and shall promptly advise the supplier of any change in the name and/or the address of any owner/landlord or of any new owner/landlord.

9.3 The customer shall take all such steps as may be necessary to notify interested third parties that ownership of the goods in question has not passed from the supplier. In particular the customer shall inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause 9. The customer shall produce written proof of such notices to the supplier on demand.

9.4 Nothing herein contained shall be deemed to permit the sale of goods in respect of which the ownership still vests in the supplier.

10. DESIGN AND MANUFACTURE

10.1 The supplier shall be entitled to claim the usual tolerances customary in the trade on all dimensions.

10.2 If no detailed drawings or specifications are provided by the customer, the requirements shall be agreed between the parties in writing.

10.3 Any change to the design or form of any goods shall be agreed between the parties in writing.

11. DOCUMENTATION

11.1 All specifications, descriptive matter, drawings and other documents furnished by the supplier do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by the supplier to form part of this Agreement. All descriptive matter and specifications, drawings and particulars given by the supplier which form part of this Agreement are approximate only and the supplier cannot be held responsible for loss due to discrepancies therein.

11.2 All drawings, plans, specifications, quotations and other documents furnished by the supplier are confidential and shall remain the property of the supplier and shall be deemed to have been imparted by it in trust to the customer for the sole use of the customer. The copyright in such documents vests in the supplier. Such documents shall be returned to the supplier on demand.

12. INSURANCE

The customer shall at its own expense and prior to taking delivery of the goods, insure the goods and thereafter keep the goods insured until such time as the goods have been paid for in full. Such insurance shall be taken with recognized reputable insurers for such amount and on such terms as may be approved by the supplier in writing. The insurance policy shall record the interest of both the supplier and the customer. The customer shall, if so required by the supplier, cede to the supplier all its rights in terms of such insurance policy.

13. BREACH

If the customer breaches any of the terms or conditions hereof or any other agreement with the supplier or fails to pay any amount payable by the customer on due date or commits any act of insolvency or endeavours to compromise generally with the customer's creditors or does or causes to be done anything which may prejudice the supplier's rights hereunder or at all, or allows any judgment against the customer to remain unsatisfied for 7 (seven) days or is placed into provisional or final liquidation or enters into business rescue proceedings or is placed under provisional or final sequestration or if the customer's estate is voluntarily surrendered, the supplier shall have the right, without prejudice to any other right which the supplier may have against the customer (including, without limitation, the supplier's right to claim damages from the customer), to elect to -

13.1 treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the agreement and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder, as well as under any other contract with the customer until the customer has remedied the breach; or

13.2 cancel this Agreement and retake possession of any of the goods sold.

14. NO CESSION

The customer shall not be entitled to cede or assign any rights and/or obligations which the customer may have in terms of this Agreement to any third party without the supplier's prior written consent.

15. SECURITY FOR OBLIGATIONS

The supplier reserves the right to require satisfactory security from the customer for the due performance of any of the customer's obligations hereunder, including but not limited to the payment of the purchase price. If the supplier so requires, the customer shall deliver to the supplier prior to the supplier complying with any of its obligations hereunder and in accordance with the supplier's indication regarding the form of security sought by it: (a) confirmed irrevocable letters of credit by financial institutions acceptable to the supplier; or (b) an irrevocable and unconditional guarantee issued by a South African registered bank acceptable to the supplier; or (c) a deed of suretyship duly executed by a surety acceptable to the supplier in terms of which such surety is, amongst other things, bound jointly and severally as surety and co-principal debtor with the customer for all and any sums of money owing by the customer to the supplier; or (d) a cession of the customer's debtors to secure its indebtedness to the customer; or (e) a pledge of shares or other property; or a combination of any of the aforesaid or any such other form of security agreed between the parties. If such security is not furnished within 7 (seven) days after any such demand, the supplier shall be entitled to withdraw from this Agreement in whole or in part.

16. CLAIMS FOR THE CUSTOMER'S MATERIALS OR TOOLS

If the customer supplies materials and/or patterns and/or tools for use in connection with its order to the supplier, the supplier shall not be liable for any reason whatsoever for any loss or damage howsoever occurring to such materials and/or patterns and/or tools whilst on the supplier's premises or under its control, notwithstanding that such loss or damage may have been occasioned by any negligent act or omission on the part of the supplier, its servants, agents or other persons for whom it may be liable in law. This constitutes a *stipulatio alteri* (namely, a benefit in favour of a third party which may be accepted by such third party) in favour of the aforesaid persons, the benefits of which may be accepted by them at any time.

17. COSTS

The customer shall be liable for all costs incurred by the supplier in the recovery of any amounts for the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale, whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.

18. LIABILITIES OF PARTNERS/SIGNATORIES

18.1 If the customer is a partnership, then the individual partners of the customer shall be bound as a partnership as well as in their individual capacities jointly and severally for all the customer's obligations, notwithstanding that only one partner may have signed on behalf of the customer.

18.2 The person entering into this Agreement on behalf of the customer warrants that he/she is duly authorised to represent and bind the customer to this Agreement.

19. EXEMPTION AND INDEMNITY

19.1 The customer shall have no claim of any nature whatsoever whether for damages, a remission of the purchase price, cancellation or otherwise, against the supplier, its servants, agents or others on whose behalf the supplier would be liable, in respect of any loss or damage sustained by the customer of any nature whatsoever or any damage caused to the assets of the customer or assets kept on its premises by any third parties or in regard to the customer's business or sustained by any of its customers, howsoever caused, including the negligent acts or omissions of the supplier, its servants, agents or others for whom it may be liable in law. This constitutes a stipulatio alteri (namely, a benefit in favour of a third party which may be accepted by such third party) in favour of such persons, the benefits of which may be accepted by them at any time.

19.2 In all cases where the goods are supplied to a specification, drawing, design or description of the customer, the customer indemnifies the supplier, its servants, agents or person for whom it may be liable in law against any loss, damage or expense, including legal costs, which may be demanded from or sustained by the supplier, its servants, agents or person for whom it is liable in law, by reason of any claim brought by any third party (not restricted to claims contemplated in this clause), arising out of the implementation of this Agreement or any act or omission on the part of the customer, its servants, agents or person for whom it is liable in law.

20. LIMITATION OF LIABILITY

20.1 Under no circumstances whatsoever, including (without limitation) as a result of its negligent acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable (in whose favour this clause 20 constitutes a stipulatio alteri (namely, a benefit in favour of a third party the benefits of which may be accepted by any of them at any time), shall the supplier be liable to the customer (whether in contract or in delict) for:

20.1.1 any claims, losses, damages or liabilities suffered or incurred by the customer in relation to this Agreement which exceed the contract price actually paid by the customer to the supplier pursuant to this Agreement, on the basis that the aggregate amount recoverable by the customer from the supplier, from whatever cause arising, shall be limited to the aforesaid amount;

20.1.2 any consequential, indirect or special loss or damage (whether the loss or the special circumstances relating thereto was actually foreseen or reasonably foreseeable);

20.1.3 any loss of profit;

20.1.4 any loss of revenues;

20.1.5 loss of business, or increased cost of doing or retaining business, or loss of contracts, or loss of business opportunity;

20.1.6 loss of anticipated savings;

20.1.7 any destruction or loss of data (in each case, whether direct or indirect).

20.2 No claim, regardless of form, arising out of this Agreement may be brought by the customer against the supplier more than twelve (12) months after the cause of action in respect of which such claim occurred.

20.3 The customer shall not have any claim whatsoever against the supplier in respect of any breach of any of the warranties or undertakings contained in this Agreement if and to the extent that –

20.3.1 such breach or claim occurs as a result of any unforeseeable:

20.3.1.1 legislation not in force as at the date upon which the customer and the supplier enter into this Agreement which takes effect retrospectively thereafter; or

20.3.1.2 change in any applicable law or in its interpretation after the date upon which the customer and the supplier enter into this Agreement;

20.3.2 such breach is within the actual knowledge of the customer, or its directors, its officers or its shareholders, as at the date upon which the customer and the supplier enter into this Agreement;

20.3.3 such breach arises from the implementation of any of the matters contemplated in the any other agreement between the customer and the supplier, other than as a result of a breach of any of the provisions thereof; or

20.3.4 such breach or claim would not have arisen but for any voluntary act or negligent omission on the part of the customer, its employees, directors, agents or servants.

20.4 Each provision of this Agreement, excluding or limiting liability of the supplier, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

12. FURNISHING OF INFORMATION BY CUSTOMER AND TRADE REFERENCING

21.1 The customer shall forthwith after the conclusion of this Agreement, furnish the supplier with all information reasonably required by the supplier to enable it do business with the customer and to comply with its obligations. The customer warrants that all information supplied to the supplier shall at all times be accurate and up to date. The customer hereby consents to the processing by the supplier of its personal information and any other information that the customer may provide to the supplier for all purposes related to fulfilling the supplier's contractual obligations ("Personal Data"), subject to all applicable laws and regulations to the extent applicable to Personal Data processed under this Agreement, then in effect and applicable to Personal Data processed under this Agreement including, without limitation: the Protection of Personal Information Act, Act No. 4 of 2013 ("POPIA"), Regulation 2016/679 ("GDPR"), Directive 2002/58/EC (the "ePrivacy Directive"), any laws regulating the protection and/or regulation of Personal Data, and any successor directives or regulations including without limitation any Personal Data protection laws in the UK following any exit by the UK from the European Union; all United States Federal Trade Commission ("FTC") rules.

21.2 Where appropriate and depending on the nature of the services and/or goods to be supplied or delivered by the supplier, the parties will enter into and conclude an appropriate agreement to protect and regulate their respective rights and obligations relating to the protection and processing of Personal Data in accordance with POPIA.

21.3 The supplier reserves the right at any time before or during the contractual relationship with the customer to obtain trade references and to make enquiries regarding the customer's credit standing. In this regard the customer undertakes to provide the supplier with such information as is customary to enable the supplier to make enquiries of this nature and it hereby provides its consent for the supplier to make such enquiries and for the counter-parties to whom such enquiries may be addressed to provide the required information.

21.4 The customer agrees that the supplier may process its Personal Data, which processing may include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; or the dissemination by means of transmission, distribution or making available in any other form; or the merging, linking, as well as restriction, degradation, erasure or destruction of Personal Data of the customer.

22. RECEIPT OF DOCUMENTS

No notices, cash or other documents sent to the supplier through the post shall be deemed to have been received, unless and until actually received and confirmed in writing by the supplier.

23. FORCE MAJEURE

23.1 If *vis major* or *force majeure* or *casus fortuitus*, as defined in clause 23.3 below, (the "Interrupting Circumstances") cause delays in or failure or partial failure of performance by the supplier of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the Interrupting Circumstances prevail. Notice of: (a) the Interrupting Circumstances specifying the nature and date of commencement thereof shall be dispatched by the supplier to the customer as

soon as reasonably possible after the commencement thereof; and (b) the cessation of the Interrupting Circumstances shall be given by the supplier to the customer as soon as reasonably possible after such cessation.

23.2 Where Interrupting Circumstances exist: (a) the period within which the supplier is required to perform under this Agreement shall be extended by a period equal to the time that its performance is so prevented; and (b) the supplier shall be entitled to elect, upon written notice to the customer, to terminate this Agreement in which case the customer shall be obliged to pay the supplier the full outstanding contract price of the goods delivered by the supplier to the customer prior to the date upon which the supplier delivers such termination notice to the customer.

23.3 For the purposes of this clause 23, *vis major* and *force majeure* and *casus fortuitus* include (without limitation), any acts of God, acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, a declaration of national lockdown or disaster, a pandemic, epidemic or mandatory quarantine, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of electricity supply or transport, lockouts, inability on the part of the supplier to obtain the goods (including, without limitation, a part of such goods) from its supplier/s and/or contemplated supplier/s, prohibition of exports or imports, rationing of supplies, flood, storm, fire or without limitation *eiusdem generis* (therefore the meaning of general words or terms used in association with specific words or terms which are species of a particular genus or class are not limited to that same genus or class of the specific words) including any other circumstances beyond the reasonable control of the supplier.

24. THE CONSUMER PROTECTION ACT

24.1 If the Consumer Protection Act No. 68 of 2008 (as amended from time to time) ("CPA") is:

24.1.1 applicable to: (a) the relevant transaction (or a portion thereof) between the customer and the supplier pursuant to this Agreement (the "Relevant Transaction"); and (b) certain clauses in this Agreement, then such clauses shall be read and interpreted as being subject to the relevant provisions of CPA; or

24.1.2 not applicable to certain clauses in this Agreement then such clause shall not be read as being subject to the CPA.

24.2 If the customer is not the final consumer of the goods supplied to it in terms of this Agreement then the customer hereby indemnifies the supplier against any claims made by the final consumer of the goods against the supplier in relation to the CPA on the basis that the customer shall pay the supplier one Rand for each one Rand's worth of loss or damage suffered or incurred by the supplier pursuant to any aforesaid claim made by the final consumer against the supplier. The supplier's rights of indemnification as aforesaid are not limited or adversely affected regardless of whether: (a) the possibility of such loss or damage suffered or incurred by the supplier was disclosed to the customer; (b) any special circumstances applying to the supplier were contemplated, or should reasonably have been

foreseen, by the supplier and the consumer; and/or (c) the supplier and the customer contemplated, or should reasonably have foreseen, such losses or damages.

25. GOVERNING LAWS

25.1 This Agreement is governed by, and all disputes, claims, controversies, or disagreements of whatever nature arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, termination or enforceability, (a "Dispute") shall be resolved in accordance with the laws of the Republic of South Africa.

25.2 The customer agrees to abide by all applicable laws and regulations relating to the export and re-export of goods which are subject to export, re-export, or other restrictions under the laws of the country of manufacture, the country of the supplier's source, and the country in which the customer reside, including but not limited to the applicable terms of the U.S. International Traffic in Arms Regulation ("ITAR") and the Entity List referred to in the U.S. Export Administration Regulations defining persons designated by the U.S. government as Specially Designated Global Terrorists (SDGTs), Specially Designated Terrorists (SDTs), Foreign Terrorist Organizations (FTOs) on the Specially Designated National (SDN) list; or other applicable government denied or restricted party lists applicable from time to time.

25.3 The customer agrees that the goods purchased from the supplier will not be used, sold, re-exported or incorporated into products for use by military, police or intelligence entities, for any space applications, or for use in foreign vessels or aircraft except as authorized under applicable laws and regulations relating to the manufacture, export and/or re-export of items.

25.4 The customer further agrees that the goods purchased from the supplier will not be exported or re-exported directly or indirectly, diverted or transhipped to or via any country in violation of any United Nations, United States, European Union or any other applicable embargo, nor shipped or moved to a Free Trade Zone/Area except as authorized under applicable laws and regulations.

26. SETTLEMENT OF DISPUTES

26.1 **Amicable Settlement:** If any Dispute arises between any of the parties, they shall use all reasonable endeavours to resolve the matter amicably and in good faith. If one Party gives any other party notice that a Dispute has arisen and the parties are unable to resolve such Dispute within 10 (ten) days of service of such notice or as soon as possible, then such Dispute shall be referred to the managing directors of the parties. No party shall resort to arbitration against any other party under this Agreement until at least 10 (ten) days after such referral. This shall not affect a Party's right to seek interim relief.

26.2 Arbitration

26.2.1 Unless provided for to the contrary in this Agreement, a Dispute which arises in regard to:

26.2.1.1 the interpretation of;

26.2.1.2 the carrying into effect of;

26.2.1.3 any of the parties' rights and obligations arising from;

26.2.1.4 the termination or purported termination of or arising from the termination of; or

26.2.1.5 the rectification or proposed rectification of this Agreement, or out of or pursuant to this Agreement or on any matter which in terms of this Agreement requires agreement by the parties, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction)

26.2.1.6 and which is not resolved in accordance with clause 26.1, shall be submitted to and decided by arbitration.

26.2.2 That arbitration shall be held:

26.2.2.1 with only the parties and their representatives present thereat; and

26.2.2.2 at Johannesburg, South Africa.

26.2.3 It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) business days after it has been demanded. The parties shall use their reasonable endeavours to procure the expeditious completion of the arbitration.

26.2.4 Save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.

26.2.5 There shall be one arbitrator who shall, if the question in issue is:

26.2.5.1 primarily a legal matter, a practising senior counsel or, alternatively, a practising attorney of not less than 15 (fifteen) years' experience as an attorney; or

26.2.5.2 an accounting matter, an independent auditor agreed to in writing between the parties (or, failing agreement within 5 (five) Business Days of a request therefor, such appointment shall be made by the President of the South African Institute of Chartered Accountants (or its successor body)); or

26.2.5.3 any other matter, a suitably qualified person.

26.2.6 The appointment of the arbitrator shall be agreed upon by the parties in writing or, failing agreement by the parties within 10 (ten) Business Days after the arbitration has been demanded by either of them, at the request of any of the parties shall be nominated by the Chairman for the time being of the Arbitration Foundation of Southern Africa (or its successor body in title) ("AFSA"). If that person fails or refuses to make the nomination, any party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

26.2.7 The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.

26.2.8 The arbitrator shall be obliged to give his award in writing fully supported by reasons.

26.2.9 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

26.2.10 The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration, which judgment the arbitrator shall be entitled to rescind on good cause shown in terms of the legal principles applicable to rescission of judgments.

26.3 Notwithstanding anything to the contrary contained in this clause 26, any Party shall be entitled to apply for any interdict (or any other matter that cannot be resolved pursuant to clause 26) to be heard by any competent court having jurisdiction and the supplier shall be entitled to approach any court with jurisdiction for judgement on any monies due and/or outstanding by the customer to the supplier.

26.4 Notwithstanding the provisions of clause 26, a claim for payment in terms of an outstanding invoice in respect of which the underlying delivery is not contested may, at the election of the supplier, be instituted in any court that has jurisdiction over such claim.

27. HEADINGS

The clause headings in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.

28. SEVERABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

29. REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

29.1 Hedley Sydney (Pty) Ltd, adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its suppliers, customers and stakeholders of Hedley Sydney (Pty) Ltd, in their interaction with Hedley Sydney (Pty) Ltd, to adhere to similar principles.

29.2 The relevant principles are summarized as follows:

- Fair competition and avoidance of anti-competitive conduct
- Integrity in business dealings – no corruption or bribery

- Sustainability – no inappropriate risks for human and the environment
- Equal opportunities in securities trading – no insider trading
- Proper record keeping and accurate financial reporting – no deception
- Fair and respectful working conditions – no discrimination
- Respecting the legal rights of others – no infringement of intellectual property rights
- No conflicts of interest between business and personal rights
- Cooperation with the authorities – no misinformation
- Compliance with laws, regulations, rule and standards, in South Africa and elsewhere
- Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
- To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour).

The Customer undertakes to conduct itself in accordance with the above principles.

29.3 Hedley Sydney (Pty) Ltd distances itself from any conduct that deviates from the principles referred to in clause 29.2 and it reserves its rights not to deal with any party whose conduct is contrary to these principles. The supplier therefore hereby reserves the right to terminate this Agreement forthwith in the event that any information comes to its attention which causes it to conclude in its sole opinion, that in its conduct towards Hedley Sydney (Pty) Ltd in terms of or in connection with this Agreement the Customer has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of lawful and ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Hedley Sydney (Pty) Ltd.

29.4 The customer agrees not to pay, promise to pay or offer to pay, any commission, success fee, bribe, pay off or kickback related to the Services that violates any Anti-Corruption Laws or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may, or will at any time, be paid to the supplier, its employees, sub-contractors, representatives, the supplier's customers or to any public official. Any breach of this clause 29.4 will be a material breach and shall entitle the supplier to cancel this Agreement or a Quotation with immediate notice to the customer.

29.5 The customer may report any unethical conduct on the part of the supplier's employees, sub-contractors or representatives to Hedley Sydney's CEO.

30. RELATIONSHIP REFERENCES

30.1 As part of its marketing activities the supplier may wish to refer to the customer in press releases, business related articles and promotional material (Supplier News Releases) from time to time and may wish the customer to comment on its relationship with the supplier.

30.2 The customer undertakes on reasonable request from the supplier to provide comments to the supplier for inclusion in Supplier News Releases.