

For the purposes of this Agreement:

"Agreement" shall mean the contract between vaBWAfrica and the Customer for the supply of vaBWAfrica Equipment, Goods and/or Services.

Each order from the Customer for vaBWAfrica Equipment, Goods or Services which is accepted by vaBWAfrica shall constitute a separate Agreement which shall be governed by these terms and conditions;

"vaBWAfrica" or **"we"** means voestalpine Bohler Welding Africa (Pty.) Ltd. (registration number 2020/275279/07) whose registered office is at 88 Hendrik Verwoerd Ave, Brits, 0250, North-West Province, South Africa;

"vaBWAfrica Equipment" means all welding equipment and/or other equipment sold by vaBWAfrica to the Customer under this Agreement or to a former customer occupying the same premises;

"Customer" or **"you"** means the individual, partnership or company entering into the Agreement with vaBWAfrica;

"Data Protection Laws" means The Protection of Personal Information Act 2013 and any other directly applicable South African law, regulation or generally accepted requirement relating to privacy, all as may be amended, supplemented, succeeded or replaced from time to time;

"Effective Date" is the date when the last party signs the Agreement and/or account application, as the case may be;

"Factored Products" means Goods that vaBWAfrica purchases from other suppliers;

"vaBWAfrica Goods" means any welding or filler material sold by vaBWAfrica to the Customer;

"Personal Information" has the meaning given to it in Data Protection Laws (and related terms shall have corresponding meanings);

"Product Source" means vaBWAfrica's normal source of supply of Goods to the Customer;

"vaBWAfrica Services" means any services provided by vaBWAfrica to the Customer (including, without limitation, the provision of training, technical advice, product testing and the inspection and maintenance of Customer Equipment).

1. DELIVERY/COLLECTION

1.1. Save as set out in within the terms of this Agreement, or as otherwise agreed in writing between the parties, vaBWAfrica will supply vaBWAfrica Equipment, Goods and Services against orders placed by the Customer and which are accepted and confirmed by vaBWAfrica. Subject to Clause 15 below, all orders or variations to orders once accepted by vaBWAfrica may not be revoked or cancelled by the Customer without vaBWAfrica's prior approval.

1.2. vaBWAfrica is entitled to partial deliveries. The Customer agrees that partial deliveries are deemed subject to an independent agreement subject to the terms of this Agreement. Dates for completion of Services will be subject to further agreement between vaBWAfrica and the Customer.

1.3. Except as set out in the Clause 1.7 with regard to consignment stock, deliveries of all, vaBWAfrica Equipment and Goods are estimates only and unless vaBWAfrica has not confirmed the shipping date in writing, it shall have no liability if the delivery is not made at the time originally quoted. In case of a confirmed shipment date, the delivery shall be deemed fulfilled when the vaBWAfrica Equipment and Goods are shipped prior to the deadline, or the Customer has been informed about the readiness of vaBWAfrica Equipment and Goods for shipment.

1.4. Where vaBWAfrica is unable to supply vaBWAfrica Equipment, Goods or Services ordered, in accordance with any agreed date under Clause 1.3, within what vaBWAfrica at its discretion considers to be a reasonable period, vaBWAfrica shall endeavour to notify the Customer in advance and offer it the following options:

1.4.1. offer alternative delivery times (including split deliveries) for the affected, vaBWAfrica Equipment, Goods or Services; and/or

1.4.2. where possible, offer alternative vaBWAfrica Equipment, Goods or Services of equivalent quality or quantity; and/or

1.4.3. offer to cancel the part of the order in written form relating to the, vaBWAfrica Equipment, Goods or Services that vaBWAfrica is unable to supply, provided the delay is attributable to gross negligence on vaBWAfrica's side, to Force Majeur or acts of God, or the Customer has unsuccessfully conceded a reasonable period of grace for delivery; The options above are in addition to any rights the Customer may have under Clause 15 below. If vaBWAfrica offers the options set out above

(where possible), then vaBWAfrica shall not be deemed to have delayed or failed such delivery for the purposes of the rest of this Agreement.

1.5. Prior to signing such delivery note/waybill the Customer shall inspect the, vaBWAfrica Equipment, or Goods to satisfy itself that these conform in all respects to the quality and quantity ordered and are free from any defects and suitable for the use for which they are intended. Once signed by or on behalf of the Customer vaBWAfrica's delivery note/waybill shall be conclusive evidence of the quantity of the, vaBWAfrica Equipment and Goods delivered.

1.6. Subject only to Clause 15.3, failure by vaBWAfrica to deliver or perform by any time specified by vaBWAfrica shall not entitle the Customer to terminate this Agreement and this failure is not material in respect of deliveries or performance.

1.7. If delivery of vaBWAfrica Equipment or Goods or provision of Services, cannot be made due to the act or omission of the Customer (or the act or omission of any employee, agent or contractor of the Customer), the items shall be deemed to have been delivered and vaBWAfrica may charge for waiting time, abortive journeys or part deliveries and for storage thereof until delivered.

1.8. vaBWAfrica shall charge the Customer with a standard delivery fee for all scheduled deliveries as per the Standard Rates of vaBWAfrica (available on request). vaBWAfrica may increase the standard delivery fee from time to time in its sole discretion. Where the Customer requires a delivery outside the normal quoted scheduled delivery, such a delivery will be regarded as an emergency delivery. If vaBWAfrica is able to deliver the Goods and/or vaBWAfrica Equipment then vaBWAfrica may charge the Customer an emergency delivery charge, as per the Standard Rates of vaBWAfrica (available on request). vaBWAfrica does not guarantee to make emergency deliveries, but will use reasonable endeavours to do so, subject to availability of resources. vaBWAfrica reserves the right to charge for any emergency call out of our technical staff where such call out is required due to circumstances outside of vaBWAfrica's control or for a reason which is not vaBWAfrica's fault.

1.9. All vaBWAfrica Equipment and/or Goods taken on an evaluation or consignment basis by the Customer are deemed sold if not returned within 10 (ten) days of issue in the original condition, in the original packaging and with all accessories and manuals intact.

2. CUSTOMER'S DUTIES AND RESPONSIBILITIES

The Customer shall:

2.1. if necessary, provide free of charge adequate and safe access to the Customer's sites, information, documents and facilities (including labour for loading and unloading of vaBWAfrica Equipment and Goods and the provision of electricity and materials for use during testing and commissioning) as are reasonably necessary for vaBWAfrica (subject to vaBWAfrica complying with a Customer's reasonable site safety rules) to carry out its duties and rights under this Agreement;

2.2. cover and public liability risks. All insurance shall be on terms satisfactory to vaBWAfrica;

2.3. comply with any operating manual (or other instructions) or storage conditions provided, and not otherwise adjust, repair or interfere with regard to vaBWAfrica Equipment;

2.4. be responsible for any risks to health or safety from vaBWAfrica Equipment and Goods in the Customer's possession and/or control. The Customer acknowledges that the Customer has received the relevant Safety Data Sheets and that it is aware of the cautionary labels attached to vaBWAfrica's Equipment and Goods, the precautions for the use of the vaBWAfrica Equipment and Goods as set out in the South African Bureau of Standards' Code of Practice - (and all its amendments), and those contained on the products themselves (including but not limited to the hazards and dangers of welding fumes), the Occupational Health and Safety Act 85 of 1993 and the Instruction Booklets/Charts published by vaBWAfrica which are available on request. The Customer undertakes as "user" of the Goods and vaBWAfrica Equipment to draw the above to the attention of all persons using, handling or transporting the Goods and vaBWAfrica Equipment, and indemnifies vaBWAfrica against any and all claims that may arise as a result of the Customer's failure to do so; and

2.5. ensure that it and all of its employees, contractors and subcontractors comply with all legislation (including but not limited to the Occupational Health and Safety Regulations, Environmental Impact Assessments, etc.), municipal by-laws and the like thereof ("laws")

applicable to the use of the vaBWAfrica Equipment and Goods on its premises and indemnifies vaBWAfrica against any and all liability incurred by vaBWAfrica as a result of the Customer or any of its employees', contractors' or subcontractors' failure to comply with the laws.

3. TITLE AND RISK

3.1. Property in any vaBWAfrica Equipment or Goods shall only pass to the Customer on receipt by vaBWAfrica in full of:

3.1.1. the price (and value-added tax in terms of the Value-Added Tax Act 89 of 1991 "VAT") for the relevant Goods; and

3.1.2. all other sums due from the Customer under this Agreement; and

3.1.3. all sums due from the Customer under any other contracts, agreements or arrangements between the Customer and vaBWAfrica.

3.2. The Customer shall have no rights over any other property of vaBWAfrica, or its contractors brought onto the Customer's or its nominee's site.

3.3. Until such time as the property in any vaBWAfrica Equipment or Goods has passed to the Customer under Clause 3.1 the Customer shall:

3.3.1. hold such vaBWAfrica Equipment or Goods as a fiduciary of vaBWAfrica;

3.3.2. not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the vaBWAfrica Equipment or Goods; and

3.3.3. not dispose of or deal with the vaBWAfrica Equipment or Goods or any documents of title relating to them or any interest in them, except that the Customer may, without prejudice to Clause 3.3.1, and subject to the other terms of this Agreement, on its own account use the vaBWAfrica Equipment or Goods in the ordinary course of its business.

3.4. The risk of loss or damage to vaBWAfrica Equipment and Goods shall pass to the Customer upon delivery to or collection by the Customer in accordance with the Incoterms agreed.

4. PRICE AND PAYMENT

4.1. The prices for the, vaBWAfrica Equipment, Goods and Services will be adjusted by vaBWAfrica from time to time to reflect changes in vaBWAfrica's costs, which may occur with or without notice to the Customer, but such changes shall not affect orders that have already been accepted by vaBWAfrica. It is the responsibility of all Customers without contracted pricing to satisfy themselves of the acceptability of the current prices and charges before placing an order. This Clause 4.1 shall not apply to the extent that it conflicts with the provisions of a signed supply contract between the Customer and vaBWAfrica.

4.2. vaBWAfrica shall be entitled to invoice each delivery/performance separately. vaBWAfrica will provide the Customer with a tax invoice: (1) for cash sales at the point of delivery/performance; or (2) for credit approved Customers a tax invoice will be dispatched shortly after order processing. vaBWAfrica will also provide a monthly statement to account Customers where there have been transactions on the account during that month.

4.3. The Customer agrees that the full amounts for all vaBWAfrica Equipment, Goods and Services ordered shall be due and payable by it, either: (1) cash at the point of ordering/delivering; or (2) if the Customer is a credit approved Customer, full payment must be received by vaBWAfrica in cleared funds within the granted credit period (as notified by vaBWAfrica from time to time) measured from the date of the relevant monthly statement. Cheques shall not be used as a means of payment.

4.4. vaBWAfrica may at its absolute discretion increase or decrease credit terms provided to the Customer. Without prejudice to its other rights or remedies (including its rights of termination) vaBWAfrica may withdraw any credit terms provided to the Customer in the event that the Customer fails to make any payment due to vaBWAfrica.

4.5. vaBWAfrica reserves the right to introduce electronic invoicing. If vaBWAfrica introduces electronic invoicing vaBWAfrica reserves the right to charge any additional costs vaBWAfrica incurs in generating paper invoices or non-standard invoices for the Customer.

4.6. All quotations:

4.6.1. will remain valid for a period of 30 (thirty) days from the date of quotation, excluding alloy surcharge for which quotations remain valid until the end of the day in which they are given.

4.6.2. are subject to the availability of the relevant, , vaBWAfrica Equipment, Goods and Services; and

4.6.3. are subject to the correction of good faith errors by vaBWAfrica.

4.6.4. For the avoidance of doubt quotations shall not affect, vaBWAfrica Equipment, Goods or Services, which are subject to contracted pricing.

4.7. vaBWAfrica should be notified of any error on an invoice or online order confirmation within 14 (fourteen) days of date of the invoice or online order confirmation, as the case may be. By paying an invoice/online order confirmation the Customer certifies that the invoice is correct and waives any rights to challenge such voice/online order confirmation at a later date.

4.8. The Customer agrees that where it fails to pay any sum by the due date vaBWAfrica may at its discretion: (a) charge interest on the overdue debts at an annual rate equal to 5 (five) % above the prime overdraft rate charged by First National Bank, if that Act is not applicable. Such interest shall be calculated daily and compounded monthly from the date payment first became overdue; b) terminate the Agreement as set out in clause 8.1.2 .

4.9. All prices and charges are expressed exclusive of VAT, which shall be charged and paid as applicable, in addition to such prices and charges. Unless otherwise stated, all offers, prices and charges are submitted on a FCA basis, Incoterms applicable from time to time, excluding packaging, insurance and transportation.

4.10. If at any time vaBWAfrica's costs change due to government action or to a change in the law, vaBWAfrica reserves the right to adjust prices to take account of such change in its costs.

4.11. If the price variation indices (or any substitute indices) are changed or discontinued, vaBWAfrica will adopt an appropriate substitute.

4.12. vaBWAfrica shall have the right upon reasonable notice to enter the Customer's sites to audit and inspect any vaBWAfrica Equipment or Goods stored in accordance with the applicable storage conditions provided by vaBWAfrica.

4.13. Where the Customer is a legal entity the Customer undertakes to inform vaBWAfrica in writing within 7 (seven) days of any change greater than 20 (twenty) % of the legal or beneficial ownership of the Customer, and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, vaBWAfrica reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

4.14. Any item handed in for repair may be sold by vaBWAfrica to defray the cost of such repairs if the item remains uncollected within 30 (thirty) days of the repairs being completed. Any excess balance will at vaBWAfrica's discretion be offset against the Customer's account or paid to the Customer.

4.15. Any item delivered to vaBWAfrica for repair shall serve as pledge in favour of vaBWAfrica for present and past debts and in the event of any breach of Agreement by the Customer vaBWAfrica shall be entitled to retain or realise such pledges as it deems expedient at the value as determined by a sworn valuator and such valuation shall be conclusive proof of the value. The sworn or realised value of pledged Goods will be offset against the Customer's debts, the valuator's expenses deducted, and any excess balance will be paid to the Customer.

4.16. All amounts due shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding whatsoever as per agreed terms.

4.17. vaBWAfrica shall have the right to allocate any payments received by the Customer to any outstanding invoice as it deems fit at its sole and absolute discretion. The right to allocation of payments includes the allocation of any payment made by the Customer to the oldest debt of that Customer. vaBWAfrica further has the right to refuse any further credit and/or supply of Goods or Services to a Customer if that Customer fails to make payments in accordance with this Agreement or make appropriate arrangements to settle all existing outstanding debt.

5. LIABILITY AND EXCLUSIONS

5.1. vaBWAfrica shall have no liability of whatsoever nature, howsoever arising subject to this Clause 5 and Clause 13. Notwithstanding any other provision of this Agreement, but subject to Clause 5.2, vaBWAfrica shall have no liability arising out of or in connection with this Agreement, , the vaBWAfrica Equipment, the Goods or the Services, howsoever arising, for any:

5.1.1. other loss or damage (whether direct or indirect); or
5.1.2. loss of or damage to revenue, profits, savings, use, contracts, goodwill or business (whether direct or indirect); or
5.1.3. consequential or indirect loss or damage. When used or referred to in this Clause 5 the term "howsoever arising" shall cover all causes and actions giving rise to liability whether in contract, delict (including negligence), restitution, for breach of statutory duty, misrepresentation or otherwise.
5.2. Nothing in this Agreement limits or excludes either Party's liability:
5.2.1. for death or personal injury to the extent that it results from that Party's negligence; or
5.2.2. for fraud or fraudulent misrepresentation; or
5.2.3. to the extent not permitted by law.
5.3. vaBWAfrica accepts liability, to the extent that it results from breach of contract or vaBWAfrica's gross negligence in connection with the performance of this Agreement, for the Customer's proven losses, costs, expenses or damage:
5.3.1. caused by vaBWAfrica supplying any defective, vaBWAfrica Equipment or Goods up to a limit of an amount equal to vaBWAfrica's price for the relevant, vaBWAfrica Equipment or Goods, for any one incident; and
5.3.2. arising from delay or failure by vaBWAfrica in delivery of any, vaBWAfrica Equipment or Goods up to a limit of an amount equal to vaBWAfrica's price for the, lot of vaBWAfrica Equipment or Goods that vaBWAfrica has failed to deliver or, for any one incident; and
5.3.3. resulting from the provision of Services by vaBWAfrica in return for a specific fee up to a limit of the amount of the fee received for such Services.
5.4. The provisions of Clause 5.3 shall not apply to physical damage to the Customer's real property and vaBWAfrica accepts liability for physical damage to the Customer's real property to the extent that it results from willful breach of contract or vaBWAfrica's gross negligence in connection with the performance of this Agreement subject to a limit of ZAR 1,000,000 (One Million Rand) per claim or series of claims arising out of the same event or circumstances.
5.5. vaBWAfrica shall not be liable for any shortage, loss, damage or discrepancy in, vaBWAfrica Equipment or, Goods or failure to perform the Services unless notified to vaBWAfrica in writing within 14 (fourteen) days of completion of the Services or receipt of the relevant, vaBWAfrica Equipment or Goods by the Customer. This exclusion of liability shall not apply if the Customer proves that it was not reasonably possible to notify vaBWAfrica within this time period, and such notification was given as soon as was practicable and in any event within 14 (fourteen) days after the Customer became aware, or could reasonably be expected to have become aware, of the claim. If acceptance tests are provided in this Agreement for, vaBWAfrica Equipment, Goods or Services this Clause 5.5 shall not apply to such, vaBWAfrica Equipment, Goods or Services and the Customer shall be deemed to have accepted the, vaBWAfrica Equipment, Goods or Services upon successful completion of those tests.
5.6. Subject to the other terms of this Agreement (and in particular Clause 13), where any shortage, loss, damage, defect or discrepancy in, vaBWAfrica Equipment or Goods and/or failure to perform the Services is notified to vaBWAfrica in accordance with Clause 5.5, vaBWAfrica shall at its option rectify the shortage, loss, damage or discrepancy in the vaBWAfrica Equipment or Goods free of charge, re-perform the Services or refund or forego an appropriate proportion of the price for the, vaBWAfrica Equipment, Goods or Services. If vaBWAfrica complies with this obligation it shall have no further liability in respect of, or arising from the relevant, vaBWAfrica Equipment, Goods or Services under this Clause 5.6.
5.7. Under no circumstances shall vaBWAfrica be liable for any damage arising from any misuse, abuse or neglect of the, vaBWAfrica Equipment or Goods by any person other than vaBWAfrica or its employees or authorised agents.
5.8. The Customer shall indemnify and keep indemnified and hold harmless vaBWAfrica at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by vaBWAfrica arising out of or in connection with vaBWAfrica's presence on the Customer's or its nominee's site except to the extent caused by the negligence of vaBWAfrica.

5.9. The Customer and vaBWAfrica both recognise that it is open to either party to consider insuring against the risks apportioned in this Clause 5.

5.10. Any claim against vaBWAfrica based on any alleged defect, deficiency in vaBWAfrica's performance or in the vaBWAfrica Equipment or Goods or Services provided, shall be barred if not asserted in an action brought upon court of law within 6 (six) months after such claim arises, unless vaBWAfrica has by such time acknowledged its responsibilities in writing.

6. SHORT SUPPLY FACTORED PRODUCTS, FORCE MAJEUR

6.1. In the event of part or all of vaBWAfrica's supply of Factored Products from their Product Source being interrupted for any reason then for the duration of the period vaBWAfrica is affected by such cause, vaBWAfrica may (where possible) obtain such Factored Products from another source, in which case vaBWAfrica reserves the right to implement a surcharge for the duration of the affected period to recover its additional costs, such additional costs to be notified to the Customer in advance. If the Customer objects to such price increase, then vaBWAfrica shall cease supplying the relevant Factored Products for the remainder of such period of interruption, but this shall not be deemed to be a failure or inability to supply for the purposes of the remainder of this Agreement. In the event that vaBWAfrica is unable to find an alternative source of the Factored Products then vaBWAfrica's obligation to supply the relevant Factored Products shall be deemed to be suspended for the duration of the interruption. This Clause 6 shall not prejudice any rights the Customer may have under Clause 15.3. For the avoidance of doubt this suspension shall not be deemed to be a failure by vaBWAfrica to supply.

6.2. If vaBWAfrica's performance of any of its obligations under this Agreement, in particular but not limited to supply of vaBWAfrica Equipment or Goods (which are not Factored Products), by its normal means is prevented or delayed due to any war, civil disturbance, blackout, armed or un-armed riot, government action, state of emergency, epidemic or pandemic, act of God, interruption of utilities, strike or labour dispute, breakdown of machinery, hindrances due to official directives or sanctions by international authorities as well as any causes that would make vaBWAfrica's performance unreasonably difficult or burdensome or any other cause beyond vaBWAfrica's reasonable control, vaBWAfrica shall be entitled to either

6.2.1. suspended its obligations for the period vaBWAfrica is affected by such cause or

6.2.2. to withdraw from its obligation entirely or from that part not yet been fulfilled because of
without the Customer being entitled to raise any legal claims or damages whatsoever kind.

7. RECOVERY OF vaBW EQUIPMENT and GOODS

7.1. If:

7.1.1. payment becomes overdue; or

7.1.2. the Customer is in breach of any of its obligations relating to the vaBWAfrica Equipment or the Goods or Services; or

7.1.3. vaBWAfrica exercises any right to suspend or terminate this Agreement; or

7.1.4. any event referred to in Clause 8.1.1 occurs; or

7.1.5. the Customer, for any reason, ceases to obtain Goods from vaBWAfrica, whether or not in breach of any contract with vaBWAfrica; vaBWAfrica shall be entitled upon demand to the immediate return of all or any, vaBWAfrica Equipment or Goods stored by the Customer without prejudice to the rights of vaBWAfrica. The Customer irrevocably authorises vaBWAfrica to recover such, vaBWAfrica Equipment or Goods. The Customer shall take all reasonable steps to help vaBWAfrica to recover the, vaBWAfrica Equipment or Goods. Demand for, or recovery of, Goods or vaBWAfrica Equipment shall not of itself discharge the Customer's liability to any other rights of vaBWAfrica under this Agreement. vaBWAfrica may also charge, and the Customer will pay all reasonable costs of removal of, Goods and/or vaBWAfrica Equipment.

8. BREACH AND TERMINATION

8.1. Without affecting any other rights or remedies that vaBWAfrica may have, vaBWAfrica may cancel any order the Customer has placed and/or terminate this Agreement immediately at any time by written notice to the Customer if the Customer:

8.1.1. has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any

composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three working days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Customer is incorporated, resident or carries on business; or

8.1.2. fails to make any payment due to vaBWAfrica; or

8.1.3. there is a material change in the ownership of the shares in the Customer, or any parent company.

8.2. Without prejudice to either party's other rights and remedies either party may terminate this Agreement by written notice at any time if the other party is in material breach of any of its terms and (in the case of a remediable breach) the breach is not remedied within 28 (twenty-eight) days of receipt of a notice specifying the breach and requiring it to be remedied.

8.3. Without prejudice to its other rights or remedies (including its rights of termination) set out herein vaBWAfrica may elect to suspend performance of all or any of its obligations under this Agreement by written notice to the Customer upon the occurrence of any of the events specified in Clauses 8.1.1, 8.1.2 or 8.1.3. In the case of a remediable breach referred to in Clause 8.2 vaBWAfrica may elect to suspend performance upon the occurrence of the breach and shall not be required to wait until the 28 (twenty-eight) day period referred to in Clause 8.2 has expired.

8.4. Termination shall be without prejudice to any accrued rights of either party.

8.5. If this Agreement is terminated and any charges which are payable in instalments are still outstanding, an amount representing the outstanding instalments shall become due and payable by the Customer on termination of this Agreement. The Customer shall immediately pay to vaBWAfrica all of the vaBWAfrica's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, vaBWAfrica shall submit an invoice, which shall be payable by the Customer immediately on receipt;

8.6. The Customer shall be liable to vaBWAfrica for all legal expenses on the attorney-and-own-client scale incurred by vaBWAfrica in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that vaBWAfrica may demand. vaBWAfrica shall be entitled to use any and all means including utilization of a debt collection agency or credit bureau to assist in the collection of monies owed by the Customer to vaBWAfrica and in addition vaBWAfrica shall have the right to list the Customer with the credit bureau if the Customer's account is in arrears.

8.7. Upon termination of this Agreement for any reason vaBWAfrica will at the Customer's cost remove all the vaBWAfrica Equipment or Goods from the Customer's premises. The Failure by vaBWAfrica to remove any vaBWAfrica Equipment or Goods within any set period shall not preclude vaBWAfrica from removing the vaBWAfrica Equipment or Goods at a later date, nor shall it allow or infer that the Customer may take ownership of the vaBWAfrica Equipment. Customer agrees that no storage charges will be levied against vaBWAfrica if the vaBWAfrica Equipment or Goods are not removed by vaBWAfrica within any set period.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. vaBWAfrica's trademarks and names shall not be used otherwise than as applied by vaBWAfrica to packaging and other vaBWAfrica Equipment or Goods and Services.

9.2. No right or license is granted under this Agreement to the Customer under any patent, trademark, copyright, registered design or other intellectual property right, except the right to use or re-sell the Goods as permitted under this Agreement. No warranty is given as to whether that use, or re-sale will infringe the rights of any third party.

9.3. Any know-how, information or documents supplied at any time by vaBWAfrica to the Customer shall be treated as confidential by the Customer and shall not be disclosed to any third party or used for any purpose other than for the purpose of this Agreement without the prior

written consent of vaBWAfrica, unless and until the same is public knowledge other than through default of the Customer or comes into the Customer's possession bona fide from a third party.

9.4. vaBWAfrica retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by vaBWAfrica for the Customer in whatever medium.

10. NOTICES

10.1. Any notices under this Agreement shall be in writing and signed by or on behalf of the party giving it.

10.2. Any such notice may be served by delivering it personally or by sending it by pre-paid recorded delivery post or email at or to the address shown above of the relevant party or any other address which it may from time to time notify in writing to the other parties.

10.3. Any such notice delivered personally shall be deemed to be received when delivered; any notice sent by pre-paid registered post shall be deemed to be received 5 days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted; and any such notice sent by email transmission shall be deemed to have been received at the time of transmission, and in proving the service of the same it shall be sufficient to show a delivery receipt from an email address that the other party has nominated (where applicable) or has otherwise consistently used to communicate with the other party.

10.4. The parties choose as their domicilium citandi et executandi the addresses provided in accordance with Clause 10.2 above, or if the Customer is a juristic person its registered address from time to time.

11. ASSIGNMENT

11.1. vaBWAfrica shall be entitled to cede, assign, novate, charge or hold on trust for another all or any of its rights and obligations under this Agreement on giving written notice to the Customer, but without any further consent of the Customer being requested. vaBWAfrica shall be entitled to sub-contract any of its obligations under the Agreement provided that vaBWAfrica shall remain liable for the acts and/or omissions of its sub-contractors.

11.2. The Customer shall not without the prior written consent of vaBWAfrica cede, assign, novate, charge or hold on trust any of its rights or sub-contract any of its obligations under this Agreement in whole or in part to any third party.

12. GENERAL

12.1. If by arrangement with the Customer vaBWAfrica Equipment, Goods, or Services are supplied to an Affiliate of the Customer who is not a party to this Agreement, the Customer shall be liable in full for all claims, actions and/or obligations as if the services were supplied to that Customer directly. The onus will further rest on the Customer to ensure that such an Affiliate understands the terms and conditions of this Agreement and shall procure proof that such person agrees to be bound in full by the terms of this Agreement as though a party to this Agreement. The Customer herewith indemnifies and holds harmless vaBWAfrica against any consequences (including any claim made by such person which he could not make if a party to this Agreement) of the Customer failing to do so or of such person not fulfilling the obligations applicable to it under this Agreement. Any order from or supply to such person shall be on behalf of the Customer and is made pursuant to the terms of this Agreement. Nothing in this Clause 12 shall relieve the Customer of any of its obligations under this Agreement, in particular, without limitation, payment of any Charges and any liability in relation to vaBWAfrica Equipment. For the purposes of this Clause 'Affiliate' means in relation to the Customer, a company which is, from time to time, a subsidiary or holding company of the Customer, or is a subsidiary of the Customer's holding company.

12.2. This Agreement cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written agreement between the parties. No relaxation of the terms of this Agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter, or prejudice those rights.

12.3. To the extent that a Customer places orders online the terms applicable shall be as agreed to at the time of the order having been placed. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any way under any law, it shall to the extent of such invalidity, illegality or unenforceability be deemed severable and the

remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

12.4. This Agreement contains the entire agreement between the parties. Neither party will have any right or remedy arising from any undertaking, warranty, or representation not included in this document.

12.5. The Customer acknowledges and agrees that:

12.5.1. in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Agreement or not) which is not expressly set out in these terms and/or the Agreement; and

12.5.2. the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Agreement shall be for breach of contract under the terms of this Agreement. Nothing in this Clause 12.5 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation

12.6. This Agreement shall be governed by South African law.

12.7. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source. The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, that has jurisdiction over them in terms of Section 28 of the aforementioned Act, but without depriving the parties from their rights to approach any competent court with jurisdiction, including the High Court.

12.8. The Customer hereby acknowledges that the storage, processing and use of their personal information provided to vaBWAfrica is necessary for pursuing the legitimate interests of vaBWAfrica. In particular, but without limitation, Customer acknowledges that the above processing activities would include:

12.8.1. providing any trade references requested by the Customer;

12.8.2. establishing the Customer's credit rating and to vaBWAfrica disclosing such information to credit control companies, banks and other institutions involved in rating credit; and

12.8.3. disclosing Customer information to any third party where required by law or in order to protect the rights, property, or safety of vaBWAfrica, its employees or members of the public and whether arising in connection with the Customer's breach of this Agreement or otherwise; and

12.8.4. sharing of personal information with other customers in the event of electronically identified vaBWAfrica Equipment being returned by another party, other than the one to whom the vaBWAfrica Equipment was issued to.

12.9. When the Customer provides vaBWAfrica with Personal Information about third parties or such Personal Information is obtained by vaBWAfrica, or on its behalf, from the Customer (including from the Customer's employees, agents and other representatives) in connection with the Agreement ("Shared Personal Information"):

12.9.1. The Customer warrants and undertakes that it will be responsible for ensuring that there is a lawful basis on which the Shared Personal Information can be processed (the "Processing Purpose"), including in respect of the disclosure of Shared Personal Information to vaBWAfrica and processing of Shared Personal Information by vaBWAfrica in connection with the Processing Purpose and performance of vaBWAfrica's obligations under the Agreement;

12.9.2. The Customer warrants and undertakes that it will be responsible for ensuring that appropriate privacy notices and/or policies, are communicated to the relevant Data Subjects which explain how the Shared Personal Information will be processed, including the fact that the Shared Data may be disclosed to vaBWAfrica in connection with the Processing Purposes and performance of vaBWAfrica's obligations under the Agreement;

12.9.3. vaBWAfrica and the Customer each agree not to do or permit anything to be done through act or omission which would cause the other to incur any liability under Data Protection Laws; and vaBWAfrica and the Customer each agree to comply with Data Protection Laws at all times in respect of the processing of the Shared Personal Information.

13. WARRANTY FOR VABWAfrica EQUIPMENT, GOODS

13.1. Minor deviations in terms of color, design or that are technically unavoidable are not deemed as defects and shall not be claimed against. Damaged packaging is not deemed as a defect and

does not convey the right to refuse acceptance. Specimens or samples are excluded from warranty.

13.2. vaBWAfrica undertakes to repair or, at its option, replace or credit vaBWAfrica Equipment, Goods of its own manufacture or parts thereof which fail (fair wear and tear excepted) as a result of a defect in vaBWAfrica's materials or workmanship, arising within 6 (six) months of purchase or within 6 (six) months of the Customer having accepted delivery of the vaBWAfrica Equipment or Goods or Services (or within such other period as may be specified by vaBWAfrica having regard to the nature and properties of the Goods or Services concerned), and occurring under normal conditions and subject to proper storage, use and maintenance, provided that:

13.2.1. the Customer notifies vaBWAfrica promptly in writing with details of any alleged defects or malfunction; and

13.2.2. the Customer gives vaBWAfrica or its agent the opportunity to inspect the vaBWAfrica Equipment, Goods and, if vaBWAfrica so requests, the vaBWAfrica Equipment or Goods are returned promptly carriage paid by vaBWAfrica (and details of carriage notified in writing to vaBWAfrica in advance); and

13.2.3. the vaBWAfrica Equipment, Goods have not been repaired, tampered with, modified or altered by anyone other than vaBWAfrica or its agents; and

13.2.4. the Customer provides proper proof of purchase for the relevant vaBWAfrica Equipment or Goods.

13.3. In the event of vaBWAfrica carrying out any repairs which are covered under a current warranty, or which have been requested by the Customer, vaBWAfrica will extend the warranty for a period of 3 (three) months for the item repaired, which period runs from the date of the replacement or repair as the case may be.

14. EXPORT CONTRACTS

If the Customer is located outside South Africa, the following additional provisions shall apply, unless otherwise agreed:

14.1. all vaBWAfrica Equipment, Goods or Services shall be supplied ex-works as defined in accordance with Incoterms as in force on the date of this Agreement;

14.2. the Customer shall be responsible for complying with any legislation or regulations governing the export of the Goods from South Africa and import into the country of destination and for the payment of any duties;

14.3. the Customer may at its cost inspect the Goods at vaBWAfrica's works before shipment, at a time to be agreed, and vaBWAfrica shall rectify any defects notified by the Customer during such inspection. vaBWAfrica shall not be liable for any defect discovered after shipment from vaBWAfrica which would have been apparent on inspection (whether or not carried out), or any claim in respect of damage during transit;

14.4. in the event of a claim under the warranty in Clause 13 the Customer shall arrange and pay for transport of defective Goods to vaBWAfrica and replacement replacement or repaired Goods shall be supplied to the Customer ex-works; and

14.5. payment shall be made by means of an irrevocable letter of credit in a form agreed by vaBWAfrica and confirmed by a bank in South Africa acceptable to vaBWAfrica.

14.6. vaBWAfrica Equipment, Goods and Services are supplied under the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.

14.7. The Customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations or circumvent these. Upon request, the Customer shall provide, without undue delay, all required information, especially as regards the final recipient, final destination and end-use of the vaBWAfrica Equipment, Goods or Services.

14.8. The Customer (ordering party, consignee) commits to not using the vaBWAfrica Equipment, Goods or Services, neither directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless he holds the required official licenses for these purposes.

14.9. The Customer (purchaser, consignee) commits herewith to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organisations, or in countries when this would contravene European, Austrian, or, to the extent applicable, US (re-)export regulations.

14.10. In the case of re-selling/transfer of the supplied vaBWAfrica Equipment, Goods or Services, the Customer commits to making his own customers aware of all export-related regulations and to passing on all obligations resulting therefrom.

14.11. On request, the Customer commits to issuing an end-use certificate and to sending the original to us, in order to enable vaBWAfrica to prove the end-use and intended purpose.

14.12. The Customer shall be liable to the fullest extent for any damages resulting to vaBWAfrica from any culpable non-compliance with the European, Austrian or US (re-)export regulations by the Customer and releases vaBWAfrica from any liability towards third parties.

14.13. vaBWAfrica's offers, order confirmations, and contracts, as well as the fulfilment thereof, are subject to obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and further that there are no other legal obstacles in connection with export regulations insofar, as vaBWAfrica must adhere to.

15. CONSUMER ORDERS PLACED ONLINE

The provisions of this Clause 15 only apply to purchases that are made online by Customers purchasing, vaBWAfrica Equipment, Goods, or Services.

15.1. The Customer shall be entitled to cancel any order within 7 (seven) days of after receipt of order confirmation of such, vaBWAfrica Equipment or Goods and Services. Subject to Clause 15.2 vaBWAfrica will refund within 30 (thirty) days any payment that the Customer has already made for such, vaBWAfrica Equipment, Goods and/or Services minus the costs incurred by vaBWAfrica in recovering possession of such, vaBWAfrica Equipment or Goods.

15.2. vaBWAfrica will not refund the price paid for any vaBWAfrica Equipment, Goods that have been consumed and/or Services where performance has already begun.

15.3. If vaBWAfrica fails to fulfill any order for any reason within 30 (thirty) days of the date of order, then the Customer may cancel this Agreement on giving 7 (seven) days written notice to vaBWAfrica.

15.4. For the purposes of Clause 10 above where the Customer does not have an account with vaBWAfrica the Customer's delivery address as stipulated in the confirmed order shall be deemed to be its domicilium citandi et executandi.

16. COMPLIANCE

16.1. The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under <https://www.voestalpine.com/group/en/group/compliance/> and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations.

16.2. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the Customer become evident, and which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The Customer commits to holding us harmless of any damages and disadvantages resulting therefrom.