

# General Terms and Conditions of Sale

Version 2.00

Effective date January 01, 2024

**Any order placed implies full acceptance of the following General Terms and Conditions of Sale. To be valid, any amendment or individual agreement must be accepted by Saflec Systems (Pty) Ltd in writing.**

## 1. GENERAL

The following terms and conditions (the "Conditions") govern the sale of goods and services by Saflec Systems (Pty) Ltd (the "Company").

- 1.1. These Conditions apply to any contract (a "Contract") between the Company and any person (a "Buyer") who places an order (an "Order") with the Company for goods or services provided by the Company (the "Goods" and the "Services").
- 1.2. The Company amends these Conditions from time to time. Every time a Buyer places an Order with the Company, the Conditions in force at that time will apply to the Contract between the Company and the Buyer.
- 1.3. These Conditions are to the exclusion of any other terms and conditions which a Buyer might seek to impose, even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counteroffer made by the Buyer.

## 2. VALIDITY OF OFFERS AND REQUESTS

- 2.1. Unless otherwise stated, Saflec Systems quotations are valid for thirty (30) days following their issue.
- 2.2. Any order implies full acceptance of the following General Terms and Conditions of Sale, regardless of any other terms stated in the Buyer's documents.
- 2.3. Terms negotiated verbally or with Saflec Systems sales staff shall be considered as definitive only after written confirmation. No amendment can be accepted after the purchase order, unless agreed in writing by both Parties.
- 2.4. No purchase order can be cancelled without written agreement, and provided that all cancellation costs are borne by the Buyer (administrative fees, packing and transportation costs, reprogramming costs where applicable, etc.).
- 2.5. If an order contains a delivery component and delivery is expressly requested, then changes to the delivery schedule date at the express request of the Buyer can give rise to additional fees or a price adjustment, on the basis of a new proposal that Saflec Systems (Pty) Ltd will submit to the Buyer.
- 2.6. Saflec Systems (Pty) Ltd reserves the right to make partial deliveries and issue the corresponding partial invoices. In such cases, the Buyer cannot claim to wait

for the remaining goods to be delivered in order to postpone the payment of the goods already received.

- 2.7. All Goods and Services advertised by the Company are subject to availability. Where Goods or Services included in an Order are not available, the Company may cancel the Order in accordance with clause 7.1(b).

## 3. GOOD AND SERVICES

- 3.1. The Company shall have the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory or regulatory requirements or which do not materially affect their quality or performance.
- 3.2. Except as expressly set out in these Conditions, all warranties, conditions and guarantees relating to the Goods and the Services and all obligations of the Company connected therewith, whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from these Conditions.

## 4. ORDER

- 4.1. Where the Company provides the Buyer with a quotation for the supply of Goods and/or Services, such quotation shall be valid for and the Buyer must submit an Order based on such quotation to the Company within thirty (30) days of such provision or such other period as the Company may specify.
- 4.2. Each Order shall specify the date(s) by which the Goods are to be delivered/collected and/or on which the Services are to be provided (the "Delivery Date(s)") and the location for such delivery/collection and/or provision (the "Delivery Location") unless the Company agrees that the Buyer may specify the date and location after placing the Order. If the Delivery/Collection Date and/or Delivery/Collection Location are to be specified after the placing of an Order, the Buyer shall give the Company reasonable advance notice of the relevant information.
- 4.3. All Orders are subject to acceptance by the Company and the Company reserves the right to refuse to accept any Orders.

## 5. AMENDMENTS TO ORDER

- 5.1. If any information supplied by or on behalf of the Buyer in connection with an Order is insufficient, incorrect, inaccurate or misleading or if the Buyer notifies the Company of any change of requirements in relation to any Order after acceptance of that Order by the Company, the Company shall be entitled to amend the Price (as defined below), the terms of payment and the Delivery/Collection Date(s) as the Company considers fair and reasonable. The Company shall as soon as practicable notify the Buyer in writing of such amendments. In particular, all wasted journeys undertaken by the Company as a consequence of such information or notification shall be charged to the Buyer at net cost of labour and transport.
- 5.2. Any variation or amendment to an Order requested by the Buyer will only be valid and binding when agreed in writing with the Company.

## 6. AMENDMENTS TO PRICE

The Price (as defined below), Delivery/Collection Dates or other terms relating to the supply of the Goods and Services are based upon the Company's assessment of materials, labour and buy-in prices from manufacturers and are subject to revision by the Company at any time with immediate effect, provided that the Company shall give advance notice to the Buyer of any such revision and the Buyer may within two (2) days of receiving such notice cancel an Order with immediate effect by notice in writing to the Company if the Price increases by, or the period between the Order Confirmation and delivery/collection in accordance with clause 8.1 is increased by, more than 20%, in which case neither the Company nor the Buyer shall be liable to the other except that the Company shall be entitled to payment for the work it has done up until the effective date of cancellation on a time and materials basis, calculated with reference to the Company's standard rates from time to time in force.

## 7. CANCELLATION OF ORDER

- 7.1. The Company may cancel an Order and terminate the Contract at any time with immediate effect:
- by not less than seven (7) days' notice in writing to the Buyer for convenience;
  - by notice in writing where the Company is unable to fulfil the Order due to insufficient stock of Goods or available Company personnel able to provide the Services;
  - by notice in writing where the Buyer fails to comply with its payment obligations under the Contract. Termination on this basis shall be without prejudice to the Company's right to claim interest on any unpaid sums in accordance with clause 12.7;
  - by notice in writing where the Buyer is in material breach of the Contract and (if that

breach is remediable) the Buyer fails to remedy that breach within thirty (30) days of being notified of that breach in writing;

- by notice in writing where the Buyer is declared insolvent, bankrupt, has a liquidator, receiver or administrative receiver appointed or pass a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect;
  - by notice in writing where the Buyer enters into administration, is the subject of an administrative order, bankruptcy petition or order, or proposes to or enter any voluntary arrangement with its creditors in the context of a potential liquidation; or
  - by notice in writing where the Buyer is the subject of any events or circumstances analogous to any of the events described in clause 7.1(e) and (f) in an applicable jurisdiction.
- 7.2. Subject to clause 7.3, where the Buyer, acting as a consumer in a private non-commercial capacity, submits an Order online, via telephone or by other remote means, it shall have a legal right to cancel that Order and terminate the Contract with immediate effect by written notice to the Company:
- where the Order includes the supply of Goods, during a seven (7) Working Day period beginning the day after the delivery/collection of the Goods in accordance with clause 8.1; and
  - where the Order includes the provision of Services, during a seven (7) Working Day period beginning the day after the relevant Order Confirmation is issued by the Company.

For the purposes of this clause 7, "Working Day" means any day other than a Saturday or Sunday or a public holiday in South Africa.

- 7.3. The Buyer shall not have a right to cancel an Order and terminate the Contract:
- under clause 7.2(a), where the Order relates to Goods made to the Buyer's specifications;
  - under clause 7.2(a), where the Order relates to Goods that are software and such Goods are unsealed by the Buyer; or
  - under clause 7.2(b), where the Company has at the request of the Buyer commenced the provision of the Services prior to the expiry of the seven (7) Working Day period referred to in clause 7.2(b).
- 7.4. Where the Company cancels an Order and terminates the Contract pursuant to clause 7.1(a) or (b), the Company shall refund all sums paid by the Buyer to the Company in connection with that Order prior to the date of cancellation.
- 7.5. Where the Buyer cancels an Order and terminates the Contract pursuant to clause 7.2, the Company shall refund to the Buyer all sums paid by the Buyer to the Company in connection with that Order prior to the date of cancellation as soon as possible and, in any event, within thirty (30) days of cancellation.

## 8. DELIVERY

All delivery of goods is not a free mandatory service. Should the delivery of goods be required, then it must be included in the Order placed by the Customer for the value quoted for such delivery.

- 8.1. If delivery services were quoted for and is included and accepted in the Order by the buyer, the Company will use reasonable endeavours to deliver the Goods and/or provide the Services on the Delivery Date(s) at the Delivery Location. Delivery of the Goods shall be complete on the completion of unloading of the Goods at the Delivery Location and the Company shall notify the Buyer on completion of the provision of the Services, which shall be determined by the Company in its sole discretion acting reasonably.
- 8.2. The Buyer acknowledges and agrees that the Delivery Date(s) specified in an Order accepted by the Company are provisional and approximate only and in no circumstances shall time be or be capable of being made of the essence of the Contract or the Company liable for any failure in delivery of Goods and/or provision of Services caused by an Uncontrollable Event (as defined below) or by a failure in the Buyer to provide the Company with instructions that are relevant to the supply of the Goods and/or Services.
- 8.3. The Company may deliver the Goods and/or provide the Services in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 8.4. If the Buyer fails to accept delivery of the Goods or the provision of the Services on the Delivery Date(s), the relevant Goods and/or Services shall be deemed to have been delivered and/or provided (as applicable) in accordance with the terms of the Order on the relevant Delivery Date(s).
- 8.5. where an Order includes the provision of Services, including but not limited to the installation of Goods at the Delivery Location, the Buyer shall at its sole expense provide on the relevant Delivery Date(s) all such installation space, environment power points and other facilities as the Company has specified in the Order or may at any time reasonably require in order to enable the Company to provide the Services and any failure to do so shall be deemed a failure by the Buyer to accept provision of the Services on the relevant Delivery Date(s).
- 8.6. If the Company is, as a consequence of Buyer's failure to accept delivery of the Goods on the Delivery Date(s), required to store, or arrange for the storage of such Goods, the Company shall be entitled to charge the Buyer and the Buyer shall pay to the Company upon receipt of an invoice for the same any related costs and expenses (including but not limited to insurance) incurred by the Company in connection with such storage.
- 8.7. If the Buyer fails to accept the provision of the Services on the Delivery Date(s), the Company shall be entitled to the reimbursement of all costs and expenses incurred

by the Company arising out of, or in connection with, the delay in commencing such provision (including, if applicable, the time cost charges of retaining Company personnel at the Delivery Location until such time as the provision of the Services is accepted), and the Buyer shall pay such amounts to the Company upon receipt of an invoice from the Company for the same.

## 9. ACCEPTANCE AND DEFECTIVE GOODS AND SERVICES

- 9.1. The Buyer must examine the Goods and/or products of the Services immediately upon their delivery and/or completion in accordance with clause 7.1 (as applicable) and within seven (7) days of such delivery or completion notify the Company in writing of any material defects therein and at the Company's option (and at the Buyer's cost), permit the Company to access the Buyer's premises, or return to the Company (or to such third party as the Company may nominate), for testing within eighteen (18) days following delivery and/or completion any allegedly defective part or parts of those rejected Goods and/or products of the Services. The Buyer shall pay to the Company the costs of any tests carried out on such part or parts (such cost to be certified by the Company) together with the costs of return of those parts to the Buyer (if applicable) in the event that no liability or obligations attach to the Company in respect of the alleged defects therein. Where the Company reasonably accepts that the Goods and/or products of the Services are materially defective, the Company shall repair or replace (at its option) and return to the Buyer at the Company's sole cost the Goods and/or products of the Services as soon as reasonably practicable. Once the Company has repaired or replaced such Goods and/or products of the Services, it shall have no further liability to the Buyer in respect of the same. Where the Buyer fails to comply with the timescales set out in this clause 9.1, it shall be deemed to have examined and accepted the Goods and products of the Services without exception.
- 9.2. Notwithstanding clause 9.1, the Company shall, at its cost, as soon as reasonably practicable after receiving written notice of same, repair or replace, at its option, any component part of the Goods which fails, during a period of three (3) years from the date of its delivery in accordance with clause 8.1 (or as otherwise expressly stated in the Company's sales literature from time to time) (the "Warranty Period"), due to an inherent defect (a "Defective Component"), provided always that:
  - a. in the case of parts of Goods not manufactured by the Company, the Company shall only be liable to the extent of guarantees given to the Company by its suppliers; and
  - b. no defect in the Goods shall be deemed "inherent" for the purposes of this clause 9.2 where such defect arises out of or results from:
    - i. the improper use, operation or neglect of the Goods by the Buyer;

- ii. the modification of the Goods or the merger (in whole or in part) with any software, save where such modifications or merger has been conducted by the Company or with the Company's express written consent;
  - iii. the failure of the Buyer to implement any reasonable recommendations in respect of solutions to faults in the Goods (where such faults are not caused by the Company);
  - iv. any repair, adjustment, alteration or modification of the Goods by any person other than the Company without the Company's prior written consent;
  - v. the use of the Goods for a purpose for which they were not designed;
  - vi. any action by the Buyer or its affiliates, employees, agents or contractors for which the Company is not liable;
  - vii. fair wear and tear, wilful damage, negligence or abnormal storage;
  - viii. the Buyer's failure to comply with its obligations under these Conditions, including but not limited to a failure to enter into the Company's standard form of Health and Safety Undertaking in accordance with clause 9.6(f); or
  - ix. an Uncontrollable Event (as defined below).
- b. loss of profits or business, whether direct or indirect; or
  - c. indirect, consequential, special loss or damage of any kind whatsoever.
- 10.3. Without prejudice to the generality of the foregoing, the Company shall not be liable for any loss, expense or damage howsoever arising to any property of or furnished by the Buyer in connection with the receipt of Goods or Services supplied by the Company.
- 10.4. The Company shall not be liable and the Buyer shall indemnify and hold the Company harmless against any claim by or any loss or damage to any person or property occasioned directly or indirectly by or arising from the use or operation (otherwise than by the Company) or possession or receipt of any part of the Goods or Services and from negligence (including the use or receipt of any part of the Goods or Services otherwise than in accordance with the Company's operating instructions and manuals) or default (including any non-compliance with any obligation imposed by these Conditions or any delay, wrong information or lack of required information) or misuse by or on the part of the Buyer or any person or persons other than the Company and this indemnity shall extend to any costs and expenses incurred by the Company (including legal costs) and shall continue in force notwithstanding the termination of the Contract between the Buyer and the Company.
- 10.5. Until the expiry of the Warranty Period or until the payment in full by the Buyer of all monies due in respect of an Order, whichever is the later:
- a. the Company's representatives shall have a full and free right of access to the Goods and products of the Services;
  - b. the Buyer shall only permit duly authorised/competent representatives to effect replacement, maintenance and repairs to the Goods and products of the Services;
  - c. the Buyer shall properly maintain the installation space and environment for the Goods and products of the Services in accordance with the Company's instructions and recommendations;
  - d. the Buyer shall use with the Goods and products of the Services only such operating supplies as recommended by the Company; and
  - e. the Buyer shall permit operation of the Goods and products of the Services only by such operators as shall be competent and conversant with the Goods and products of the Services and the Buyer shall not permit any addition or attachment to or movement of any item or part of the Goods and products of the Services.

The remedies set out in this clause 9.2 shall be the Buyer's sole and exclusive remedy in respect of any defects in Goods that are not rejected by the Buyer pursuant to clause 9.1.

- 9.3. These Conditions shall apply to any repaired or replacement Goods (or parts thereof) supplied by the Company to the Buyer pursuant to clauses 9.1 or 9.2.

## 10. LIABILITY

- 10.1. Nothing in these Conditions shall limit the Company or Buyer's liability in respect of any claims:
- a. for death or personal injury caused by the negligence of the Company or the Buyer;
  - b. resulting from any fraud including fraudulent misrepresentation made by the Company or the Buyer; or
  - c. for which liability may not otherwise lawfully be limited or excluded.
- 10.2. Subject to clause 10.1, neither the Company nor the Buyer shall be liable to the other under any circumstances (whether in contract, tort including negligence or otherwise) for any:
- a. loss of revenue or anticipated savings, whether direct or indirect;
- 10.6. The Buyer shall conform with all instructions and labelling prescribed by the Company in relation to the South African Consumer Protection Act 68 of 2008 and other applicable health and safety legislation. Where the Company by reason of a breach of this clause 10.7 by the Buyer incurs any liability, whether by court proceedings or by a bona fide out of court settlement, as a result of a claim against the Company in respect of

an alleged defect in the Goods and/or products of the Services, then the Buyer shall indemnify the Company against all liability and all related works and expenses.

- 10.7. All materials, tools, jigs, fixtures, drawings, artwork, specifications, samples and property of whatever nature which the Buyer provides to the Company, or to which the Company is granted access, in connection with the supply of the Goods and Services shall be correct, safe and satisfactory in all respects. The Buyer shall indemnify and hold harmless the Company in respect of any loss or damage suffered by the Company arising out of or in connection with a breach of this clause by the Buyer.

## 11. INTELLECTUAL PROPERTY

- 11.1. Save as set out expressly herein, these Conditions shall not affect any transfer of ownership in, or grant any licence to, any intellectual property rights. For the avoidance of doubt, any and all intellectual property rights in:
- materials (whether in tangible or electronic form) owned by or licensed to the Company which existed prior to the date of the Contract between the Company and Buyer (together the "Company IP") belongs to the Company or its licensors; and
  - materials (whether in tangible or electronic form) owned by or licensed to the Buyer which existed prior to the date of the Contract between the Company and Buyer (together the "Buyer IP") belongs to the Buyer or its licensors.
- 11.2. All intellectual property rights arising out of or in connection with the provision of the Services by the Company, including but not limited to any intellectual property rights in any products, documents, software, drawings, plans, data, database or other works created or developed by the Company, shall be owned by the Company (the "New Materials").
- 11.3. The Company hereby grants to the Buyer a revocable, world-wide, non-exclusive, royalty-free licence to use the Company IP and New Materials for the sole purpose of operating and maintaining the Goods and receiving the Services in accordance with these Conditions.
- 11.4. The Buyer hereby grants to the Company an irrevocable, world-wide, non-exclusive, royalty-free licence to use the Buyer IP for the sole purpose of manufacturing and supplying the Goods and providing the Services to the Buyer and advertising the commercial relationship between the Buyer and the Company in accordance with these Conditions.

## 12. PAYMENT

- 12.1. The price of the Goods and/or Services to be provided by the Company to the Buyer shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of issue of the Order Confirmation (the "Price"). Where

an Order provides that the Price is to be calculated with on a time-incurred basis, the time sheets maintained by the Company shall be conclusive.

- 12.2. The Price is exclusive of the costs and charges of packaging, insurance and transport and all applicable sales taxes, levies, duties and customs, which shall be invoiced to and paid by the Buyer to the Company in addition.
- 12.3. Subject to clauses 7.3 and 7.4, any sums paid by deposit retainer or prepayment are not in any circumstances returnable.
- 12.4. The Company reserves the right at any time at its discretion to demand security for payment of the Price before continuing with or delivering any Order.
- 12.5. Subject to clause 12.7, the Company shall be entitled to invoice the Buyer for the Price on or at any time after despatch of the Goods and/or personnel responsible for the provision of the Services (or instalments thereof).
- 12.6. For Buyers that holds an account with the Company, the Buyer shall pay invoices in full without deduction or set-off within 30 (thirty) days of the date of the relevant invoice, with time being of the essence. All Buyers without an account shall pay invoices immediately.
- 12.7. If the Buyer pays the Price by credit or debit card at the time of submitting an Order, the amount quoted by the Company to the Buyer at the time the Order is submitted will, if accepted by the Company, be charged to the Buyer's credit or debit card (as applicable) within 24 hours of the Company's issue of the Order Confirmation (or such other period as the Company may reasonably determine). In the event that any additional charges are imposed by the Company in respect of the Order under these Conditions, the Buyer hereby authorises the Company to charge such additional charges to the Buyer's card within 24 hours of the Company incurring such charges (or such other period as the Company may reasonably determine).
- 12.8. If the Buyer fails to make any payment due to the Company under these Conditions by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above South African CPI base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Buyer disputes in good faith.
- 12.9. All payments payable to the Buyer or Company under a Contract shall become due immediately on the termination of that Contract.

## 13. CONFIDENTIALITY

- 13.1. The Buyer undertakes to the Company:
- to keep confidential all Confidential Information (as defined below);
  - not without the Company's prior written consent to disclose any Confidential Information in whole or in part to any other person save those of its directors, employees,

agents or professional advisers involved in the implementation of a Contract, provided in all cases that they have a need to know the same and are subject to confidentiality obligations equivalent to those set out in this clause 13; and

- c. to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under a Contract and not otherwise for its own benefit or the benefit of any third party.
- 13.2. The provisions of clause 13.1 shall not apply to the whole or any part of the Confidential Information that:
- a. is authorised for released by the written consent of the Company; or
  - b. is required to be disclosed by applicable laws.
- 13.3. For the purposes of this clause 13, "Confidential Information" means any information, however conveyed or presented (whether disclosed orally or in writing), that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the Company, together with all information derived by the Buyer from any such information and any other information clearly designated by the Company as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
- 13.4. The Buyer acknowledges and agrees that the existence of a Contract between the Company and Buyer is not to be considered Confidential Information and the Company may use the Buyer IP, including the name and brand of the Buyer, for the purposes of advertising and marketing the Company's Goods and Services.

## 14. UNCONTROLLABLE EVENTS

- 14.1. The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Uncontrollable Event (as defined below).
- 14.2. For the purposes of these Conditions, an "Uncontrollable Event" means any act or event beyond the Company's reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.3. If an Uncontrollable Event takes place that affects the performance of the Company's obligations under a Contract:
- a. the Company will contact the Buyer as soon as reasonably possible to notify the Buyer of such Uncontrollable Event;
  - b. the Company's obligations under a Contract will be suspended and the time for performance of its obligations will be extended for the duration

of the Uncontrollable Event. Subject to clause 14.3(c), where the Uncontrollable Event affects the Company's delivery of Goods or provision of the Services to the Buyer, the Company shall arrange a new date for delivery or provision with the Buyer after the Uncontrollable Event is over; and

- 14.4. the Contract between the Company and Buyer will terminate if the Uncontrollable Event subsists for a period exceeding six (6) calendar months, unless agreed otherwise in writing in advance of such termination.

## 15. COMMUNICATIONS

- 15.1. Any notice or other communications required to be given under or in connection with a Contract shall be in writing and shall be deemed received and properly served:
- a. subject to clauses 15.2 and 15.3, immediately when delivered by hand;
  - b. subject to clauses 15.2 and 15.3, twenty-four (24) hours after an e-mail is sent; or
  - c. subject to clauses 15.2 and 15.3, three (3) days after the date of posting of any letter by registered first class post or recorded delivery.
- 15.2. Any notices given by the Company to the Buyer by hand, e-mail or post must be to the addresses provided to the Company in the Buyer's Order.
- 15.3. Any notices given by the Buyer to the Company must be delivered by hand or sent by post to the Company's registered address. Notice given by the Buyer by e-mail shall not constitute a properly served notice under this clause 15.

## 16. OTHER IMPORTANT CONDITIONS

- 16.1. The Company may transfer its rights and obligations under a Contract to a third party. The Buyer may only transfer its rights and obligations under a Contract to another person with the prior written consent of the Company.
- 16.2. The Contract is between the Buyer and the Company. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 16.3. Each of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.
- 16.4. These Conditions and the documents referred to herein constitute the entire agreement and understanding between the Buyer and the Company in respect of the matters dealt with within them and supersede any previous agreements between the Buyer and the Company relating to such matters. The Buyer represents and undertakes that in entering into a Contract in accordance with these Conditions it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking

(whether negligently or innocently made) of any person other than as expressly set out in these Conditions. Nothing in these Conditions shall operate to exclude any liability for fraud.

- 16.5. If the Company fails to insist that the Buyer performs any of its obligations under these Conditions, or if the Company does not enforce its rights against the Buyer, or if the Company delays in doing so, that will not mean that the Company has waived its rights against the Buyer and will not mean that the Buyer does not have to comply with those obligations. If the Company does waive a default by the Buyer, it will only do so in writing, and that will not mean that the Company will automatically waive any later default by the Buyer.
- 16.6. These Conditions are governed by South African law and any dispute arising out of or in connection with them shall be subject to the non-exclusive jurisdiction of the South African courts.

## 17. WARRANTY

For applicable Product Warranty, please see the Saflec Systems Warranty Policy available at

- a) <https://www.saflecsystems.co.za/wp-content/uploads/2024/01/Saflec-Systems-Warranty-Policy-V2.02.pdf>

## 18. LIMITED LIABILITY

The Buyer undertakes to subscribe an insurance policy to cover all these risks, and to obtain a certificate that its insurance company waives its right to bring legal action against Saflec Systems. The Buyer shall rely on its own judgement and know-how to assess the compatibility and suitability of the equipment supplied in accordance with its contract. The Buyer is responsible for performing all necessary tests to ensure the compatibility of the purchased equipment with the system to which it is to be connected and its fitness for the intended purpose. Saflec Systems shall not be liable for any knowledge that it, or its employees, may have regarding the final use or purpose of the products supplied. Saflec System's liability is strictly limited to the compliance of the product with its technical specifications.

- a) Except for the limited warranty described in Article 8, Saflec Systems shall under no circumstances be liable for any direct or indirect, incidental or consequential, related or specific losses suffered by the Buyer or user of Saflec Systems products, including but not limited to loss of profits or earnings, wasted time, loss of or damage to the Buyer's records or data, or any third party claims arising from any application by the Buyer using a Saflec Systems product for its own benefit or a third party. In any case, the Saflec Systems liability does not exceed the amount of the current order.

## 19. JURISDICTION

These General Terms of Sale are governed by the South African law. Any dispute regarding these Terms that cannot be settled out of court shall be brought before the Commercial Court of Marseille, South Africa, regardless of the purchasing terms and payment method. The recovery of monies owed to Saflec Systems shall be subject to a fixed compensatory interest and penalty of 15% of the amount to recover, in addition to late pay.