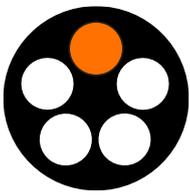
**STANDARD TERMS AND CONDITIONS OF SALE****1 INTRODUCTION**

- 1.1 This agreement, together with the applicable purchase order and credit application form, where applicable, (which has been accepted in writing by LAPP Southern Africa (Pty) Ltd, with registration number 1983/013927/07 (referred to as “**LAPP Southern Africa**”)) represent the entire agreement between the customer as specified in the applicable purchase order and credit application form, where applicable (hereinafter referred to as the “**Customer**”) and LAPP Southern Africa (referred to as “**Agreement**”).
- 1.2 This Agreement shall become effective on the date that the Customer signs the applicable purchase order and credit application, where applicable, and shall govern all future contractual relationships between the LAPP Southern Africa and the Customer (hereinafter collectively referred to as the “**Parties**” and either of them as the “**Party**”), including the relationship between the Parties that was governed by any prior version of this Agreement.
- 1.3 This Agreement is applicable to all existing debts and future debts between the Parties.
- 1.4 If there is any inconsistency between the provisions of this Agreement and/or the provisions of any other written agreement which may be entered into between the Parties and/or any representations made by the Parties (whether in writing or orally), from time to time on the one hand, and this Agreement on the other, the provisions of this Agreement shall prevail.
- 1.5 This Agreement supersedes all previous conditions of agreement between the Parties, whether in writing or orally.
- 1.6 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter thereof.
- 1.7 To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 1.8 No oral *pactum de non petendo* (agreement not to sue) shall be of any force or effect.
- 1.9 This Agreement applies to all customers of LAPP Southern Africa and the Customer shall not be entitled to cede its rights or delegate its obligations in terms of this Agreement to any party without the prior written consent of LAPP Southern Africa, failing which the Customer shall still be liable to LAPP Southern Africa for the performance of all of its obligations under this Agreement, including the payment of all amounts due to LAPP Southern Africa in terms of this Agreement. LAPP Southern Africa shall, at any time, in its sole and absolute discretion, be entitled to cede all or any of its rights, and / or delegate all or any of its obligations, in terms of this Agreement to an affiliate or any third party, without prior notice to, or approval from, the Customer.



2 SUPPLY

LAPP Southern Africa hereby supplies the goods set out in the purchase order (“**Products**”) to the Customer subject to the terms and conditions set out in this Agreement.

3 QUOTATIONS

3.1 LAPP Southern Africa will gladly provide price quotations on request by a Customer or a potential Customer.

3.2 All quoted prices will be valid for a period of 15 working days from the date of the quotation, unless otherwise specified in writing by LAPP Southern Africa, or until the date of issue of a new price list, which price list will be furnished to the Customer by LAPP Southern Africa, whichever occurs first.

3.3 All quotations are subject to –

3.3.1 the availability of the Products as set out in the quotation;

3.3.2 the correction of good faith errors made by LAPP Southern Africa.; and/or

3.3.3 any increases in the cost price of a Products or a material price adjustment, which shall include changes due to currency fluctuations, before acceptance of the order;

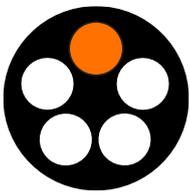
3.3.4 any increases in the cost price of a Products or a material price adjustment, which shall include changes due to currency fluctuations, after acceptance of the order and should late delivery of the Product occur.

3.4 Prices quoted to a Customer by LAPP Southern Africa are conditional upon placement of an order for all the Products encompassed by the quotation. If any items are excluded in the order placed by the Customer, LAPP Southern Africa will be entitled, but not obliged, to confirm acceptance of such order by making such allowances for the excluded items as LAPP Southern Africa may in its sole and absolute discretion determine, which allowances shall be as indicated in the applicable confirmation issued by LAPP Southern Africa to the Customer confirming the quantities, prices and descriptions of the Products purchased by the Customer (“**Order Confirmation**”).

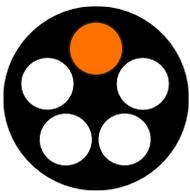
4 PURCHASE ORDERS AND PRICES

4.1 Any purchase order or agreed variations to a purchase order shall only become final and binding and subject to the provisions of this Agreement on receipt by LAPP Southern Africa of a duly signed purchase order (whether received by electronic or physical delivery) and upon acceptance of such purchase order by LAPP Southern Africa in writing, which purchase order may not be cancelled by the Customer.

4.2 The signatory to any purchase order reflecting the Customer’s name, warrants that he/she has the necessary authority to enter into the relevant purchaser order, which shall include the necessary authority to enter into this Agreement, on behalf of the Customer.



- 4.3 All prices for the Products (“Prices”) and, where applicable, discounts, value added tax (“VAT”), excise duties and levies, customs duties and/or other duties and taxes in respect thereof, are those that apply at the date of receipt by LAPP Southern Africa of the relevant purchase order for the Products from the Customer.
- 4.4 LAPP Southern Africa reserves the right to revise the Prices at any time before the date of the issuing by it to the Customer of an Order Confirmation, in which event the revised Price as contained in the Order Confirmation will be valid and binding on the Customer.
- 4.5 LAPP Southern Africa may grant such discounts, from time to time, as it in its sole and absolute discretion deem appropriate.
- 4.6 Prices are stated exclusive of VAT, excise duty and delivery surcharges, where applicable, which delivery surcharges shall not be applicable to orders which are collected by the Customer from LAPP.
- 4.7 The Customer agrees that the Prices stipulated in the applicable purchase orders are subject to surcharges where the order is below the minimum order values stipulated by LAPP Southern Africa, from time to time.
- 4.8 In respect of all credit purchases which have been approved by LAPP Southern Africa:
- 4.8.1 the Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the National Credit Act No 34 of 2005 on any monies past due date to LAPP Southern Africa and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order;
- 4.8.2 a Customer who/which purchases Products on credit, as stipulated and approved by LAPP Southern Africa in terms of the Credit Application Form, acknowledges that the extension of credit by LAPP Southern Africa for the purchase of Products represents an incidental credit agreement between the Customer and LAPP Southern Africa, as defined by the National Credit Act No 34 of 2005, unless the Customer is a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all related juristic persons, at the time this Agreement becomes an incidental credit agreement, equals or exceeds the threshold value determined by the Minister in terms of section 7(1) of the National Credit Act No 34 of 2005;
- 4.8.3 LAPP Southern Africa shall be entitled to withdraw or amend credit facilities at any time within its sole and absolute discretion.
- 4.8.4 if an account is not settled in full, the Customer irrevocably authorises LAPP Southern Africa to enter its premises to repossess any Products delivered, and indemnifies LAPP Southern Africa completely against any damage whatsoever relating to the removal of repossessed Products.
- 4.9 All requests by the Customer for a variation to any purchase order must be in writing and shall not be binding on LAPP Southern Africa, unless accepted by LAPP Southern Africa in writing. All costs incurred by LAPP Southern Africa in the implementation of a variation instruction received by it from a Customer, alternatively any failure by a Customer to provide further instructions that



may be required by LAPP Southern Africa in respect thereof, shall be for the Customer's account. All quotations are subject to changes in the material used in the Product, as well as any exchange rate fluctuations which may be applicable to the Product.

4.10 The Customer hereby confirms that -

4.10.1 the Products on any tax invoice issued by LAPP Southern Africa duly represent the Products ordered by the Customer at the prices agreed to by the Customer; and

4.10.2 where delivery or performance has already taken place, the Products were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

5 RETURNS POLICY

5.1 Returns or exchanges of Products shall be subject to the following terms and conditions:

5.1.1 a request for a return must be submitted by the Customer to LAPP Southern Africa in writing, within 15 days from the original tax invoice date;

5.1.2 returned merchandise must be unopened and in a re-saleable condition, and received by LAPP Southern Africa along with the original tax invoice;

5.1.3 all return and exchanges must be sent to LAPP Southern Africa via traceable methods on the Customer's own account;

5.1.4 any shipping and handling fees which has incurred by the Customer in respect of the delivery and/or refund of the Products are not refundable;

5.1.5 partial returns will not be accepted and all kits, other materials and material sold at a discount, must be returned by the Customer in their entirety;

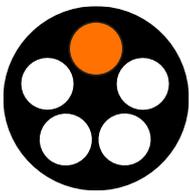
5.1.6 all returns will be accepted only for credit against the client's LAPP Southern Africa account for future purchases from LAPP Southern Africa and no cash refunds will be made to the Customer;

5.1.7 LAPP Southern Africa cannot accept returns of specialised imported products and no credit will be permitted for such returns;

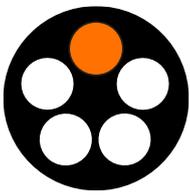
5.1.8 credits for returns must be used within one year from the date the return credit is issued, after which such credits will expire;

5.1.9 for existing accounts, all payments are due within 30 days of invoice date. New accounts will be opened after verification of professional and credit information; and

5.1.10 a standard handling fee of 35% will be charged on all Products returned.

**6 ORDERING PRODUCTS FROM LAPP SOUTHERN AFRICA: NATIONAL ORDERS (SOUTH AFRICA)**

- 6.1 Telephonic orders must be followed up with a printed purchase order form to be submitted to LAPP Southern Africa. The Customer shall bear the obligation to ensure that the order form is received by LAPP Southern Africa.
- 6.2 The Customer agrees to ensure that it shall -
 - 6.2.1 include the quantity, Product code, Product name and Product price of each Product that it wishes to purchase, as well as the official purchase order number (where appropriate) in its purchase order form, to prevent any delays of the order; and
 - 6.2.2 place its orders between Monday to Thursday between the hours of 8am and 4pm, and Friday between the hours of 8am and 3pm.
- 6.3 LAPP Southern Africa shall use its reasonable endeavours to ship available Products within 48 working hours from receipt of a correct purchase order, subject to any delivery specifications stipulated in the relevant quotation and/or purchase order submitted by the Customer, as accepted by LAPP Southern Africa.
- 6.4 LAPP Southern Africa cannot warrant the availability of stock at all points in time, as it is subject to prior sales and endeavours to advise the Customer of any delays caused by the availability of stock, as soon as reasonably possible after becoming aware thereof.
- 6.5 Orders which are to be delivered by air freight shall only be accepted until 2pm on the working day prior to the following shipment. Should an Order be received after this cut-off time, the Product will be allocated to the next available shipment. Products to be delivered via sea freight may take up to 8 weeks to be delivered to the Customer and Products to be delivered by air freight may take up to 10 days to deliver; and LAPP Southern Africa therefore recommends that, subject to any delivery specifications stipulated in the relevant quotation and/or purchase order submitted by the Customer and as accepted by LAPP Southern Africa, orders via sea freight be placed at least 10 weeks before the Products are needed and orders via air freight be placed at least 14 days before the Products are needed.
- 6.6 The Parties record that shipping costs (where applicable), handling costs (where applicable), as well as VAT will be added to the invoice, as this is not included in the Price The cost of shipping or postage of material will be quoted to the Customer and will depend on the preference of the Customer of requesting the Products to be delivered on the same day or not.
- 6.7 The Customer must indicate a preference for insurance of the package.
- 6.8 The Parties record that LAPP Southern Africa cannot be held liable if Products are discontinued by international distributors and shall use its reasonable endeavours to provide a suitable alternative option thereto.

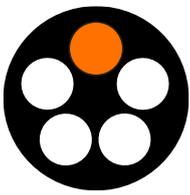


7 ORDERING PRODUCTS FROM LAPP SOUTHERN AFRICA: INTERNATIONAL ORDERS (AFRICA ONLY)

- 7.1 All the terms and conditions specified under clause 6 remain, except as replaced by the following:
- 7.1.1 a quotation will be provided and must be signed off by the Customer prior to the order for the Products being placed;
- 7.1.2 the relevant courier and insurance costs will be added to the invoice;
- 7.1.3 Products will only be released once full payment has been received from the Customer to LAPP Southern Africa unless a credit agreement has been concluded with the Customer; and
- 7.1.4 LAPP Southern Africa cannot take any responsibility for Products once it leaves its Premises and the country. Should a parcel get lost LAPP Southern Africa will under no circumstances replace or refund the Products and all risk in the Products shall, therefore, pass to the Customer upon such Product leaving LAPP Southern Africa's premises.

8 LIMITED 24-MONTH WARRANTY

- 8.1 LAPP Southern Africa will, as far as is reasonably and practically possible, seek to uphold the guidelines established by International Standards (nationally), as stipulated in the relevant data sheet. In cases of conflict between these guidelines, the International Standards guidelines will prevail nationally.
- 8.2 The tests, manuals, Products, answer sheets, scoring and exports, and related materials are sold *voetstoots* (as is), without representation or warranty, express or implied, as to their merchantability or fitness for any purpose. A test certificate in respect of the object may be provided to the Customer upon request. The Customer's sole and exclusive remedy in the event of any defect in such materials or the rendition of scoring services shall be a refund of the price paid therefore, as contemplated in clause 5, which remedy shall be in lieu of all other remedies and damages, whether actual, consequential, special, incidental or other.
- 8.3 Notifications of defects and warranty:
- 8.3.1 the notification of defect specified in accordance with Section 377, 381 paras' 2 of HGB- German commercial code (commercial duty of investigation and notification of defect) as well as the Consumer Protection Act 68 of 2008, to the extent that it is applicable, must be raised immediately in writing and, in the case of recognisable defects, notice, along with photographic evidence of the defect and the customer complaint, should be provided to LAPP Southern Africa within 10 days after receipt of the Products at the place of destination, by indicating the delivery slip number and invoice number; and
- 8.3.2 only if a notification of a defect in respect of a Product was raised in time, the Customer shall be entitled to request subsequent performance (elimination of the defect or delivery of a product free from defects). If two attempts of subsequent performance are unsuccessful (failed subsequent performance) or if LAPP Southern Africa refuse subsequent performance or if subsequent



performance is unreasonable, the Customer may withdraw from the Agreement or claim a reasonable reduction the purchase price instead of performance. The customer shall be obliged to grant us the necessary time and opportunity for subsequent performance.

8.4 Where a defect(s) to the Product has been caused by natural wear and tear, damage after passing of risk or improper treatment and use of the Product, no warranty shall be given.

8.5 LAPP Southern Africa shall not be liable, and the Customer indemnifies and holds LAPP Southern Africa harmless against all losses, liabilities, damages, claims, demands, proceedings, costs, expenses, interest, penalties and legal and other professional fees which may arise, if –

8.5.1 the Customer has not installed the Products in the proper manner and/or in accordance with the specifications as set out in the relevant data sheet(s);

8.5.2 the Customer or third parties have performed rework or modifications on the Products without our prior approval or if parts not supplied or not released by LAPP Southern Africa have been used;

8.5.3 the Customer stores the Products in an improper manner or not in accordance with the specifications of the Products, as set out in the relevant data sheet(s);

8.5.4 the Customer uses the Products in an improper manner or not in accordance with the with specifications of the Products, or the purpose for which they were designed to be used;

8.5.5 the Customer installs or commissions the Products in an improper manner or not in accordance with the specifications of the Products, or the purpose for which they were designed to be used; or

8.5.6 the Customers notifies a defect too late and not in accordance with the timeframes outlined in clauses 8.3.1 and 8.3.2.

9 CLAIMS OTHER THAN DEFECTS

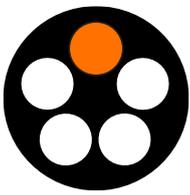
9.1 Claims, other than for defects as provided for in clause 8.3, should be made in writing to LAPP Southern Africa, quoting the invoice and Customer account number -

9.1.1 within 3 days after receipt of the Products in respect of which a Customer wishes to lodge a claim with regards to damage in transit, or discrepancies between the Products which the Customer ordered and the Products received by the Customer; within 2 weeks of dispatch in respect of a claim which the Customer wishes to lodge with regards to the non-delivery of a Product.

9.2 The relevant written request must be sent to complaints.za.lza@LAPP.com

9.3 In the event that LAPP Southern Africa, is in agreement, in its sole and absolute discretion, with claim lodged by the Customer, it shall issue an authorisation note accordingly to return relevant Products, which are the subject of such claim. An authorisation note must be attached to an official return note before any Products will be accepted back in LAPP Southern Africa's warehouse.

9.4 LAPP Southern Africa will not be liable to return any Products to the Customer, unless LAPP Southern Africa was notified within the appropriate time as set out in clauses 9.1.1 and 9.1.1.



LAPP Southern Africa will not accept any Products for return without prior written notice, which notice shall include any such reasons for the return.

- 9.5 No refund or credit will be made in respect of Products received by LAPP Southern Africa in a damaged or unsaleable condition (excluding any Products that were notified by the Customer in terms of clause 9.1.1 as being damaged). LAPP Southern Africa strongly recommends that Products be sent to LAPP Southern Africa by traceable means. No shipping or delivery costs incurred to return materials by the Customer to LAPP Southern Africa will be reimbursed by LAPP Southern Africa. LAPP Southern Africa reserves the right to charge a handling fee on any return received without authorisation, irrespective of the reason for the return. For more information on the terms described in this section, please contact: complaints.za.lza@LAPP.com.

10 PAYMENT

- 10.1 Accounts are due and payable not later than 30 days from the date of statement, unless otherwise agreed in writing by LAPP Southern Africa, if such 30 day period falls on a day which is not a business day, payment shall be due on the last working day of that month. All payments shall be free of set-off, deductions or charges other than any settlement discount agreed to by LAPP Southern Africa in writing.

- 10.2 All payments shall be made to LAPP Southern Africa in South African currency free of exchange into the following bank account or such other account or place as LAPP Southern Africa may from time to time in writing direct:

10.2.1 National Payments: ZAR

Bank: Investec Bank Limited

Branch Name: 100 Grayston Drive, Sandton, Gauteng

Branch Code: 580105

Bank Account Number: 40005096401

Swift Address: IVESZAJJXXX

Account Type: Current Account

10.2.2 International Payments: DOLLAR

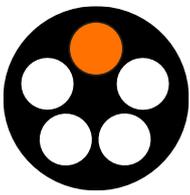
Bank: Investec Bank Limited

Branch Name: 100 Grayston Drive, Sandton, Gauteng

Branch Code: 580105

Bank Account Number: 1300606836840

Swift Address: IVESZAJJXXX



FINANCE

TERMS AND CONDITIONS OF SALE

No.: FIN-08-EN

Version: 1.7

Valid from: 30/07/2025

10.2.3 International Payments: EURO

Bank: Investec Bank Limited

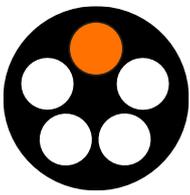
Branch Name: 100 Grayston Drive, Sandton, Gauteng

Branch Code: 580105

Bank Account Number: 1300606836EUR

Swift Address: IVESZAJJXXX

- 10.3 No payment may be delayed by the Customer on the grounds of alleged default by LAPP Southern Africa, nor shall the Customer be entitled to set off any claim alleged against LAPP Southern Africa whether arising out of the contract in question or otherwise.
- 10.4 In the event of LAPP Southern Africa having to take legal action against the Customer to collect amounts owing by the Customer –
- 10.4.1 a default certificate issued under the hand of any director of LAPP Southern Africa (whose status as such need not be proved) showing the amount due by the Customer at any given time, shall be *prima facie* evidence of the amount due by the Customer and such certificate shall be sufficient for purposes of judgment or provisional sentence or other legal proceedings; and
- 10.4.2 the Customer shall be responsible for payment of all legal fees and costs incurred by LAPP Southern Africa on an attorney and own client basis, including collection commission.
- 10.5 In the event of any amount due not being paid by the Customer on the due date thereof, interest shall, without prejudice to LAPP Southern Africa's other remedies in terms of this Agreement or in law, accrue on the amount which is due and owing, at 2 percentage points above the prime rate, from due date of payment until the date of receipt of payment, both days inclusive.
- 10.6 LAPP Southern Africa accepts no responsibility for the misallocation of payments received by LAPP Southern Africa, unless such payment is accompanied by full and proper remittance advice, including the Customer's account number in the books of LAPP Southern Africa.
- 10.7 Proof of payment, with the Customer's account number and reference, must be emailed to LAPP Southern Africa to ensure the correct allocation of the Customer's payment by LAPP Southern Africa. No payment shall be deemed to have been received by LAPP Southern Africa until it is credited to the account of the Customer in LAPP Southern Africa's books and all payment shall first be allocated to interest accrued and thereafter to the capital amount due.
- 10.8 If payment is not reflecting in LAPP Southern Africa's bank account on the last working day of the month, the Customer will forfeit any agreed settlement discounts which may have been made available to the Customer.
- 10.9 Non-credit account holders (namely, Customers who have cash accounts) must pay 50% of the value of the Products ordered via sea or air freight before the relevant order will be placed to LAPP Southern Africa's suppliers.



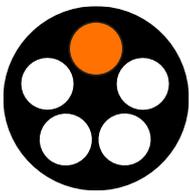
- 10.10 Final payment must be made before Products will be delivered to the Customer.
- 10.11 Credit account holders must make payment for material ordered from LAPP Southern Africa within 30 days from receiving a statement from LAPP Southern Africa, should the Customer fail to do so, LAPP Southern Africa is entitled to, without prejudice to any other rights which it may have in terms of this Agreement or at law, to forthwith reclaim possession of the Products in terms of clause 4.8.4.

11 TRANSFER OF OWNERSHIP, POSSESSION AND RISK

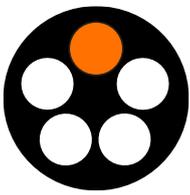
- 11.1 Ownership of and all benefit in the Products sold by LAPP Southern Africa to the Customer shall not pass to the Customer until the full purchase price thereof has been paid.
- 11.2 Whilst the Customer remains indebted to LAPP Southern Africa, stocks of Products sold and delivered by LAPP Southern Africa to the Customer, shall be deemed to be Products for which the Customer has not made payment to LAPP Southern Africa, without the Customer identifying such Products against the specific tax invoices.
- 11.3 LAPP Southern Africa will inform the Customer of the time and date of delivery of the Product.
- 11.4 Upon request by the Customer, LAPP Southern Africa may send a representative to attend to the delivery and assist the Customer with or supervise the offloading of the Product from the vehicle. The representative of LAPP Southern Africa will then sign off on the delivery and offloading to prove that same has been completed. Should any incident occur, the representative of LAPP Southern Africa will complete an Incident Report Form.
- 11.5 Subject to clause 7.1.4, the possession and effective control of and risk in the Products shall pass to the Customer as follows:
- 11.5.1 when delivery is affected by LAPP Southern Africa or by an independent contractor arranged by LAPP Southern Africa, the Customer shall be bound to accept delivery of the Products on arrival at the address specified by the Customer in the purchase order whereupon risk in the Products shall pass to the Customer;
- 11.5.2 when the Products are to be collected by the Customer or by an independent contractor arranged by the Customer, risk in the Products shall pass to the Customer immediately upon such collection; and
- 11.5.3 the Customer agrees that it shall solely be responsible for offloading of the Products at the address specified by it.

12 PROHIBITION ON RE-EXPORTATION OF PRODUCTS TO, OR FOR USE IN, THE RUSSIAN FEDERATION

- 12.1 The provisions of this clause 12 shall not apply to the execution of an Agreement concluded before 19 December 2023 until 20 December 2024 or until their expiry date, whichever is earlier.



- 12.2 The Customer shall not sell, transfer, export or re-export, directly or indirectly, to the Russian Federation, or for use in the Russian Federation, any of the Products supplied under or in connection with this Agreement that fall under the scope of Article 12(g) of Council Regulation (EU) No 833/2014 of 31 July 2014 (concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine).
- 12.3 The Customer shall use its reasonable endeavours to ensure that the purpose of clause 12.2 is not frustrated by any third parties further down the commercial chain, including possible resellers.
- 12.4 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of clause 12.2. In the event of the detection of such conduct by any third party, the Customer shall immediately notify LAPP Southern Africa in writing.
- 12.5 Notwithstanding any other provision of this Agreement, any breach of this clause 12 shall constitute a material breach of this Agreement, and LAPP Southern Africa shall be entitled to seek appropriate remedies, including, but not limited to:
- 12.5.1 immediately terminating this Agreement; and
- 12.5.2 imposing a penalty of 10% of the total value of the net value of the respective order.
- 12.6 The Customer shall immediately inform LAPP Southern Africa about any problems in applying the provisions of this clause 12, including any relevant activities by third parties that could frustrate the purpose of clause 12.2. The Customer shall make available to LAPP Southern Africa information concerning compliance with the obligations under the provisions of this clause 12 within 14 days of the date of request of such information.
- 12.7 LAPP Southern Africa shall notify U.I LAPP GmbH of any breach contemplated by this clause 12 immediately upon becoming aware of such breach.
- 13 BREACH**
- 13.1 If either Party breaches any provision of this Agreement (save for those provisions which contain their own remedies in the event of breach) and remains in breach for 14 days after written notice to such Party requiring that Party to rectify that breach, or if either Party repudiates this agreement, the other Party shall be entitled, at that Party's option:
- 13.1.1 to sue for the immediate specific performance of any or all the defaulting Party's obligations under this Agreement whether any such obligation is then due; and
- 13.1.2 to terminate this agreement, with or without claiming damages, in which case written notice of such cancellation shall be given to the defaulting party and the cancellation shall take effect on the giving of such notice.
- 13.2 The Customer undertakes to inform LAPP Southern Africa in writing within 7 days of any change of director, member, shareholder, owner, partner or address, or 14 days prior to selling or alienating



the Customer's shares or business, and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, LAPP Southern Africa reserves the right, at its sole discretion, to withdraw or amend any credit facility advanced to the Customer (if applicable), it being acknowledged by the Customer that such discretion is exercised by LAPP Southern Africa on reasonable commercial grounds.

- 13.3 LAPP Southern Africa's remedies in terms of this clause are without prejudice to any other remedies to which LAPP Southern Africa may be entitled in law.

14 DISPUTE RESOLUTION

- 14.1 This dispute resolution clause in totality (the "**Clause**") constitutes an agreement of indefinite duration, independent of the Agreement in which it is contained and it supersedes any other dispute resolution process agreed or otherwise applicable between the parties.

- 14.2 Any dispute, controversy or claim between any of the parties to the Agreement howsoever arising out of or in connection with the Agreement or the breach, termination or validity thereof either during the currency or after the completion, expiration, termination or cancellation thereof and irrespective of whether the dispute is of a contractual, delictual or any other nature shall, unless precluded by law, be determined on arbitration by a single arbitrator (the "**Arbitrator**") who shall be a Fellow of the Association of Arbitrators (Southern Africa) NPC (the "**Association**") appointed as such by Association on application by any one of the parties.

- 14.3 The arbitral referral, the appointment of the Arbitrator, the conduct of the arbitral proceedings, the law applicable to the arbitration, the juridical seat and the place of the arbitration and, without limitation, all things relating to or arising from any of the aforesaid shall be governed by the Standard Procedure Rules for the Conduct of Arbitrations of the Association current at the time of appointment of the Arbitrator.

- 14.4 This Clause shall not preclude any party from approaching any court of competent jurisdiction for an interdict or any urgent relief prior to the constitution of the arbitral tribunal and/or pending the outcome of the arbitration and/or for the purpose of enforcing the arbitration decision.

15 DOMICILIUM CITANDI

- 15.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

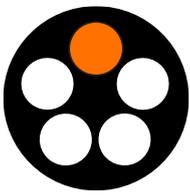
15.1.1 LAPP Southern Africa:

Physical Address: 55 Maple Street, Pomona, Kempton Park, Gauteng

Email Address: info.za.lza@lapp.com

15.1.2 Attention: Managing Director of LAPP Southern Africa **Customer:**

15.1.3 As indicated on the applicable purchase order



- 15.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.
- 15.3 Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address where delivery occurs, or change the e-mail address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th business day from the receipt of the notice by the addressees.
- 15.4 Any notice to a party:
- 15.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
- 15.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; and
- 15.4.3 sent by e-mail to the Party's chosen e-mail address, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 15.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

16 GOVERNING LAW AND JURISDICTION

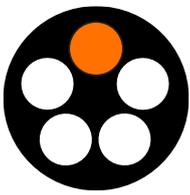
- 16.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 16.2 Subject to clause 14, the Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, Gauteng Local Division, Johannesburg (or any successor to that court) in regard to all matters arising from this Agreement.

17 TERMINATION

- 17.1 In the event that the Customer is a company and the board of directors of the company resolves that the company voluntarily begins business rescue proceedings, or in the event that the business rescue proceedings are commenced by a third party in terms of the provisions of Chapter 6 of the Companies Act 71 of 2008, this Agreement is deemed to have terminated on the date on which the Customer's board of directors passed the said resolution or such proceedings were commenced by a third party.

18 NON-REPRESENTATION

It is recorded that this agreement constitutes the entire contract between the Parties and that there are no prior representations including notices, announcements, guarantees, or warranties given either verbally or in writing by either Party to the other Party on the party's behalf which are included in this agreement, save and so far, as



are contained in this document. The parties warrant that the provisions of this agreement correctly reveal the intentions of the parties and according neither party shall be entitled to apply for rectification of this agreement. The provisions of this clause are not capable of waiver nor are they subject to any estoppels.

19 INDULGENCES

No indulgence which a party and or its agent may show to another party and more particularly any act of a party and/or his agent in ac any payment guarantee or undertaking after due date, or in accepting a lesser sum than the amount due, as provided for in this agreement or any failure by a party to exercise any right he possesses in terms of this agreement timeously or at all shall in any way prejudice the party's rights will be considered as a waiver or novation of the party's rights.

20 NON-VARIATION

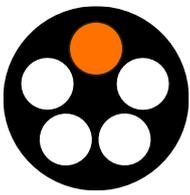
No agreement at variance with or in addition to any of the provisions in this agreement or novation including a novation or any variance which has a suspensive effect on the set provisions or any agreement relating to or in connection with the postponement of any date or cancellation or further agreement between the parties relating to the same subject matter as contained in this agreement shall be binding on the parties hereto unless it is reduced to writing and signed by both parties, unless such a was provided for elsewhere in this agreement and are in fact in terms of such provision. Any such variance which is so made shall be strictly construed as relating to the matter in respect whereof it was made.

21 SEVERABILITY

If at any time any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be or become illegal, invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is already illegal, invalid or unenforceable, shall not be affected or impaired thereby. The Parties agree in such event, and insofar as may be available under applicable law, to substitute valid, legal and enforceable provisions for the invalid, illegal or unenforceable provisions so as to implement the intention of the Parties hereto to the extent legally possible.

22 LIMITATION OF LIABILITY AND INDEMNITY

- 22.1 The Customer shall be liable for, and indemnifies and holds LAPP Southern Africa (its affiliates and their officers, directors, employees, contractors and agents) harmless against all losses, liabilities, damages, claims, demands, proceedings, costs, expenses, interest, penalties and legal and other professional fees (“**Losses**”) arising as a result of delays in receiving the Products, loss of information, incidental cost of substitute of material, loss of income, grants and profits, the use of the Products, defective workmanship, defective operation, manufacturing defect and/or inadequate instructions and warnings in relation to the Products, including (i) the death of, or injury to, any natural person, (ii) any loss of, or physical damage to any property, whether movable or immovable, and whether suffered by the Customer or any other person, save if such Loss is caused by the grossly negligent act or omission, or wilful misconduct, of LAPP Southern Africa or any of its personnel.



- 22.2 LAPP Southern Africa is not obliged to compensate the Customer or any third parties for any damages which are incurred by the "Customer or third parties, if the Products were used in direct air and space travel applications and the damages resulted from or in connection with the use of the Products pursuant to this Agreement, unless such damages would be caused intentionally or in gross negligence by LAPP Southern Africa

23 PRIVACY

23.1 Compliance with privacy and Data Privacy Laws

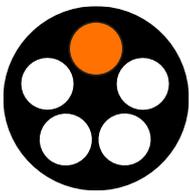
- 23.1.1 Each Party agrees to be bound by all applicable privacy, data protection, identity theft and data breach laws (“**Data Privacy Laws**”) that may apply to that Party with respect to any act done or practice engaged in by that Party for the purposes of this Agreement.
- 23.1.2 Each Party agrees to not disclose any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a person whose identity is apparent, or can reasonably be ascertained, from the information or opinion (“**Personal Information**”) to any third party without the prior written consent of the other Party or unless required by law;
- 23.1.3 Each Party will provide reasonable assistance to the other to assist the first Party to comply with all applicable Data Privacy Laws.
- 23.1.4 The Customer is entitled to request access to the Personal Information that LAPP Southern Africa has collected and processed. The Customer may email LAPP Southern Africa at the following email address: info.za.lza@lapp.com

23.2 Breach or suspected breach

- 23.2.1 If a Party becomes aware that it or any of its personnel or subcontractors (or any of their respective personnel) is using or disclosing, or has used or disclosed, Personal Information in breach of this clause 23, that Party must:
- 23.2.1.1 promptly give the other Party notice of the full details of the breach; and
- 23.2.1.2 promptly disclose to the other Party all information relevant to the breach.

23.3 Investigations and complaints

- 23.3.1 Each Party (“**Assisting Party**”) must:
- 23.3.1.1 provide the other Party with reasonable assistance and support in the event of an investigation by a data protection regulator or other authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of Personal Information by or on behalf of the Assisting Party;
- 23.3.1.2 if the Assisting Party receives a request from a third party in connection with any government, court, or law enforcement investigation or proceeding that the Assisting Party believes would



require it to produce or disclose any Personal Information, promptly and, to the extent legally feasible, prior to producing or disclosing such information, notify the other Party in writing of such request, and reasonably cooperate with the other Party if that Party wants to limit, challenge, or protect against the requested production or disclosure, to the extent permitted by Applicable Laws; and

- 23.3.1.3 promptly notify the other Party in writing if the Assisting Party receives a request from an individual for access to that individual's Personal Information collected by the other Party. The Assisting Party must provide the other Party with commercially reasonable cooperation and assistance in connection with any such request. Except as required by applicable Data Privacy Laws, the Assisting Party must not disclose the individual's Personal Information directly to the individual other than at the written instruction of the other.

24 INTELLECTUAL PROPERTY

Copyright laws govern the rights of test authors. The purchase of test material from LAPP Southern Africa does not grant anybody the right to reproduce adapt or in any way infringe in any form, whether electronically or in hard copy, the rights of test owners. The client's purchase of test material from LAPP Kable does not, in any way, grant them the right to reproduce copies of materials or the content (unless so specified). or enter protected content onto computer. Test users must adhere strictly to copyright law and under no circumstances photocopy, translate, alter, distribute, publish or otherwise reproduce answer sheets, test booklets or manuals. LAPP Southern Africa is bound by its author contracts and distribution agreements to take prompt legal action against anyone infringes on its rights or its authors.

25 APPROVALS AND CONSENTS

An approval or consent given by either Party under this Agreement will only be valid if in writing.

26 STIPULATIO ALTERI

Save as specifically stated herein, no part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party to this Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

27 INDEPENDENT ADVICE

- 28 Each Party acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so.