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I. GENERAL PROVISIONS

1. These General Terms and Conditions form an inherent and inseparable part of the Contract between (hereinafter):

the CUSTOMER and PUTZMEISTER SOUTH AFRICA (Seller) (hereinafter, "PUTZMEISTER SOUTH AFRICA") and shall be applicable to all purchase orders placed by the CUSTOMER with PUTZMEISTER SOUTH AFRICA. Even though express acceptance is not stated, the fact of placing a firm order and / or making an advance payment on account, or a deposit in relation to a previously placed order implies the CUSTOMER's agreement herewith. These Terms and Conditions may only be amended following express written representation by the CUSTOMER and acceptance thereof by PUTZMEISTER SOUTH AFRICA in writing and signed by an authorized person. The purchase order may not be cancelled in its entirety and the Terms and Conditions form the entire agreement between PUTZMEISTER SOUTH AFRICA and the CUSTOMER.

2. Data relating to dimensions, appearances, weights, output, consumption and other technical data included in the documents accompanying the offer are for information purposes only and are approximate values and shall not be binding, unless they are expressly designated as exact in the offer.

3. The Contract of Sale shall be perfected by PUTZMEISTER SOUTH AFRICA's acceptance of the CUSTOMER's order or by the partial or total delivery of the order.

4. The CUSTOMER agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from PUTZMEISTER SOUTH AFRICA, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:

4.2.1. Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to the CUSTOMER in 128bit encrypted PDF file format.

4.2.2. Both the CUSTOMER and PUTZMEISTER SOUTH AFRICA shall retain the electronic documents in its original encrypted format for a period of (5) five years from the date of the delivery to which it relates.

4.2.3. The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

5. The CUSTOMER and the signatory hereto chooses Domicile Citandi et Executandi (in other words, the address at which the CUSTOMER and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and / or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated on Page 2.

6. Consent to sharing information and retention periods -

6.1. For the purposes of making credit risk management decisions and preventing fraud, THE CUSTOMER hereby warrants that PUTZMEISTER SOUTH AFRICA has consent to:-

6.1.1. Carry out a credit enquiry on the CUSTOMER and the Directors/Members/Partners/Trustees/Principals of the CUSTOMER from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of the CUSTOMER'S in terms of this agreement.

6.1.2. PUTZMEISTER SOUTH AFRICA may transmit details to credit bureaus, credit information agents, credit insurance companies or other

creditors of the CUSTOMER'S of how the CUSTOMER has performed in meeting their obligations in terms of this agreement.

6.1.3. If the CUSTOMER fails to meet their commitments to PUTZMEISTER SOUTH AFRICA, PUTZMEISTER SOUTH AFRICA may record the CUSTOMER'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of the CUSTOMER.

6.2. Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where the CUSTOMER has not used a facility under this agreement for 12 (twelve) months, the CUSTOMER will be required to re-apply for such a facility.

7. The CUSTOMER undertakes to notify PUTZMEISTER SOUTH AFRICA in writing within 7 (seven) days of any change of address.

8. Should PUTZMEISTER SOUTH AFRICA instruct its attorneys or collection agent to collect any overdue amount, or to take any action against the CUSTOMER in the implementation or protection of PUTZMEISTER SOUTH AFRICA'S rights, PUTZMEISTER SOUTH AFRICA shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agent and own client.

9. The CUSTOMER confirms that the company has not, and will not in the future, violate any anti-terrorism laws and that the goods purchased will not be used for any purpose other than that for which they are intended, and the CUSTOMER hereby indemnifies, and holds harmless, PUTZMEISTER SOUTH AFRICA in this regard.

II. PRICES

1. Prices are deemed to be excluding VAT, ex-works PUTZMEISTER SOUTH AFRICA, Honeydew, South Africa. Transportation and packaging costs shall be stated separately on the invoices.

2. The prices of the imported products include customs costs and have been calculated based on the currency parity of the country of origin and the product in relation to the relevant currency on the day of PUTZMEISTER SOUTH AFRICA'S acceptance of the order. Due to the fluctuations in the market it is PUTZMEISTER SOUTH AFRICA's policy to take out an FEC (Forward Exchange Cover), to reduce the risk in cost fluctuations. Once the offer has been accepted by the client, PUTZMEISTER SOUTH AFRICA will confirm the price in writing on date of order.

III. DELIVERY, PLACE, TERM, TRANSPORT

1. All goods shall always be deemed to have been delivered at PUTZMEISTER SOUTH AFRICA's address, regardless of their place of shipment and / or delivery and shall therefore always be transported at the purchaser's risk and expense, even when they are shipped freight prepaid. All goods shall remain the property of PUTZMEISTER SOUTH AFRICA until paid for in full and all transport, insurance and freight costs are paid for by the CUSTOMER.

2. Unless otherwise agreed, the delivery period shall commence when PUTZMEISTER SOUTH AFRICA gives formal notice of the delivery period to the CUSTOMER, once it has received the firm order and all technical characteristics have been defined and the CUSTOMER has complied with its obligations. PUTZMEISTER SOUTH AFRICA shall not be held liable for any possible loss or damage which may arise from any delay in delivery in the event that PUTZMEISTER SOUTH AFRICA is prevented from complying with the said delivery period due to circumstances beyond its control and which have a direct and / or provable effect on its compliance therewith.

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Such circumstances include events of force majeure such as, without limitation, measures taken in connection with labour disputes, especially legal or illegal strikes and lockouts, and the occurrence of unforeseeable events such as delays in the supply of parts (including spare parts), pandemics and epidemics, raw materials and transport, provided they are within the supplier's (providers) responsibility, or extreme adverse weather conditions, or Acts by Government/Authorities.

3. Upon the CUSTOMER's request, PUTZMEISTER SOUTH AFRICA shall proceed, in the CUSTOMER's name and on its behalf, to Contract the transport to the place required by the CUSTOMER. Unless it receives written instructions to the contrary, PUTZMEISTER SOUTH AFRICA shall normally choose the means of transport which is most advantageous to the CUSTOMER.

4. PUTZMEISTER SOUTH AFRICA reserves the right to perform partial delivery of an order if so, justified by the specific circumstances.

5. The CUSTOMER shall check the condition of the goods at the time of delivery, and any objections regarding quantity and quality which it may have must be made within _____ number of days of delivery thereof.

6. PUTZMEISTER SOUTH AFRICA shall deliver a full set of documents together with the purchased equipment / machinery and / or installation, where applicable. The CUSTOMER is aware that the purchased equipment / machinery (where applicable) is complex equipment / machinery which must be handled in accordance with the manufacturer's instructions and / or recommendations. The CUSTOMER therefore undertakes to observe and comply with all technical and safety instructions contained in the relevant operation, working and maintenance manuals which shall be provided by PUTZMEISTER SOUTH AFRICA, which the CUSTOMER expressly states that it is familiar with.

IV. PAYMENT

1. Sales made before the CUSTOMER can qualify for a credit account shall always be carried out IN CASH upon delivery of the goods or upon provision of a service.

2. Save where expressly agreed otherwise, invoices to CUSTOMERs which have qualified for a credit account and where accounts had been opened, shall be payable within thirty (30) days from the date of statement.

3. The CUSTOMER assumes responsibility for the payments stipulated in the Contract. In the event of any deferral, PUTZMEISTER SOUTH AFRICA may demand interest, from the CUSTOMER, from the date of each due but unpaid amount and / or delay in payment, at the rate of 2% (two percent) or that interest charged in South Africa by a leading bank to its customers, per month. This is without prejudice to the fact that, if payment was deferred, failure to pay (2) two instalments or the last payment owed may result in PUTZMEISTER SOUTH AFRICA being entitled to demand immediate payment of all monies then outstanding, in full.

4. PUTZMEISTER SOUTH AFRICA does not appoint the Post Office as its agents for payments by post. All payments shall be made to PUTZMEISTER SOUTH AFRICA'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account, the CUSTOMER shall still be liable to PUTZMEISTER SOUTH AFRICA for payment. Should PUTZMEISTER SOUTH AFRICA at any time advise the CUSTOMER of any change to PUTZMEISTER SOUTH AFRICA'S banking account details the CUSTOMER shall confirm such change with a Manager of PUTZMEISTER SOUTH AFRICA before effecting any further payments, provided however that nothing contained herein shall be interpreted as

obliging PUTZMEISTER SOUTH AFRICA to afford the CUSTOMER any such indulgence to effect payment after due date.

5. Any bill of exchange not met upon maturity must be paid immediately together with the corresponding late interest and all expenses arising thereof at a monthly rate as provided for herein.

6. The existence of an unpaid debt for a period of 7 (seven) days from the due date shall cause the CUSTOMER's account to be frozen forthwith, and the said account shall not be re-activated until all outstanding amounts (together with interest) have been paid in full by the CUSTOMER.

7. In the event of PUTZMEISTER SOUTH AFRICA making an error on any invoice provided to the CUSTOMER, PUTZMEISTER SOUTH AFRICA must be notified by the CUSTOMER in writing within 7 (seven) days of receipt thereof by the CUSTOMER of such invoice. If there is no notification in this regard as stated above, the said conditions shall be deemed to be known and accepted.

V. RETENTION OF TITLE

1. PUTZMEISTER SOUTH AFRICA shall retain title of the Products being sold to the CUSTOMER, until full payment of the outstanding amounts is paid.

2. The CUSTOMER shall be responsible for taking the necessary measures to maintain the purchased products and ensure that they are in good condition at all times -fair wear and tear excluded.

VI. WARRANTY

1. PUTZMEISTER SOUTH AFRICA grants a twelve (12) month warranty period on the products sold from the date of delivery of the equipment / machinery, material and / or installation. PUTZMEISTER SOUTH AFRICA undertakes to rectify, with the diligence which may reasonably be required, any defects detected in the equipment / machinery with respect to its functional specifications as detailed in the use and operation manuals, disclaiming any other requirements or responsibilities. Under the said warranty, PUTZMEISTER SOUTH AFRICA shall, at its discretion, either repair or replace, free of charge, any part which unusable or which use is noticeably detrimentally affected due to construction defects, defective materials or defective execution, provided that:

- a) PUTZMEISTER SOUTH AFRICA is notified of the alleged defect by certified means and in writing, within fifteen (15) days after it was discovered by the CUSTOMER.
- b) The defective product is sent to PUTZMEISTER SOUTH AFRICA by the CUSTOMER, freight prepaid, at the cost of PUTZMEISTER SOUTH AFRICA provided the defect cannot be remedied on site.
- c) The CUSTOMER has complied with all its Contractual obligations.
- d) The equipment / machinery, product and / or installation has been properly installed and put into operation (where applicable) by personnel authorized by PUTZMEISTER SOUTH AFRICA or by third parties expressly authorized by PUTZMEISTER SOUTH AFRICA and maintained and operated within the scope of the intention of PUTZMEISTER SOUTH AFRICA.
- e) The CUSTOMER has not attempted either itself or through a third party, to repair the defective product or to replace parts thereof, save with PUTZMEISTER SOUTH AFRICA's express prior authorization.

2. The warranty does not include any damage and / or anomalies resulting from, inter alia, the following causes: inappropriate or unskilled use or defective assembly or putting into operation by the CUSTOMER or any third parties authorized by the CUSTOMER, normal wear and tear (wear parts), incorrect or careless handling by the CUSTOMER (especially overload, use of defective exchange substances and fuels, defective construction work,

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inappropriate base terrain, chemical, electrical or electro-technical influences, etc.) or any anomalies arising from misuse of the equipment / machinery or not attributable to the CUSTOMER. In addition, the warranty shall not cover any liability for the consequences of inadequate repair work or alterations carried out by the CUSTOMER or third parties commissioned by it without PUTZMEISTER SOUTH AFRICA's prior written authorization first having been obtained. This is independent of any effects on the Contract which might result from breach of its terms.

3. The warranty claim shall not cover travel expenses (hours of travel, distance, flights, etc.) local and cross border, incurred in connection with the replacement of the defective parts. The hours of labour required to replace the defective parts will be included in the Putzmeister warranty. These will be billed in accordance with PUTZMEISTER SOUTH AFRICA's technical assistance terms and rates applicable from time to time.

4. The use of non-original spare parts by the CUSTOMER shall automatically void any and all warranties on the equipment / machinery, product and / or installation and shall release PUTZMEISTER SOUTH AFRICA from all liability regarding the product and / or installation.

5. The warranty shall not cover those products which do not have the identification plates or inscriptions they bore on the delivery date.

6. If any of the abovementioned anomalies not covered by the warranty arise and the CUSTOMER requests that they be rectified or repaired, PUTZMEISTER SOUTH AFRICA shall account to the CUSTOMER all amounts for the said works in accordance with the technical assistance rates offered by PUTZMEISTER SOUTH AFRICA and accepted by the CUSTOMER from time to time.

7. PUTZMEISTER SOUTH AFRICA shall incur no liability or obligation towards the CUSTOMER other than as established in this clause VI and by Law.

VII. LIABILITY

1. The CUSTOMER shall be solely liable for any loss or damage which may be caused by its use of the purchased equipment / machinery, material and / or installation. The CUSTOMER shall be responsible for taking all necessary measures to prevent any loss or damage which may arise from the misuse of the purchased equipment / machinery, material and/or installation, and PUTZMEISTER SOUTH AFRICA shall not be liable for any such damage.

2. In the event that PUTZMEISTER SOUTH AFRICA has to provide compensation and / or redress as a result of a final judgment or arbitration award in terms of the laws of South Africa (which have jurisdiction), the compensation to be paid to the CUSTOMER may in no event exceed the product, equipment / machinery and / or installation price actually received by PUTZMEISTER SOUTH AFRICA.

3. The CUSTOMER shall ensure that the equipment / machinery and / or product shall at all times be insured by an insurance company registered with the governing laws of the country in which the product and / or equipment / machinery is installed and proof of insurance may be requested to be produced by PUTZMEISTER SOUTH AFRICA at any reasonable time, until such time as the full purchase price has been paid to PUTZMEISTER SOUTH AFRICA.

4. Notwithstanding anything else contained herein, neither Party to this Contract shall be liable to the other for any loss of Contracts, loss of business, loss of interest, for lost profits or business interruption or any consequential exemplary extrinsic, indirect, incidental, punitive pure

economic or special loss, or damage of any kind whatsoever or however caused (whether arising under Contract, derelict or otherwise and whether the loss was actually foreseen or reasonably foreseeable).

VIII. RETURN OF MATERIALS

Any return must be previously consulted with, and expressly approved by, PUTZMEISTER SOUTH AFRICA and must be mandatorily made within fifteen (15) calendar days following the date of delivery. Any such return shall be made, if applicable, with freight prepaid by the CUSTOMER. In each specific case, after the appropriate credit note has been issued, and a handling fee limited to the lesser of R1 000.00 or 25% of the invoice value has been deducted, the balance will be deducted from the invoice of the CUSTOMER for the same or a higher amount, whichever is applicable in the circumstances.

IX. DOCUMENTATION

1. PUTZMEISTER SOUTH AFRICA retains full ownership and title of all its drawings supplied to the CUSTOMER for information purposes, and their use shall be generally forbidden for any individual or legal entity outside the company.

2. In the performance of this Contract, the CUSTOMER may receive proprietary information from PUTZMEISTER SOUTH AFRICA. This shall continue to be deemed to be the sole property of PUTZMEISTER SOUTH AFRICA and its confidentiality shall be maintained and protected. The CUSTOMER shall refrain from using PUTZMEISTER SOUTH AFRICA proprietary information for any purposes other than the performance of this Contract. The proprietary information may include, without limitation, trade secrets, processes, drawings, formulae, specifications, products, software packages, technical know-how, and operating methods and procedures.

3. The CUSTOMER expressly acknowledges that all industrial and intellectual property rights which PUTZMEISTER SOUTH AFRICA has on the equipment / machinery, installations and / or other supplies relating to this Contract, and any associated documentation, belong solely to PUTZMEISTER SOUTH AFRICA. The CUSTOMER undertakes, to refrain from directly or indirectly registering any Products with similar functionality to those forming the subject matter of this Contract. Any such action shall, independently of any criminal liability which may result therefrom, entitle PUTZMEISTER SOUTH AFRICA to seek whatever compensation it is entitled to in terms of the laws of South Africa.

4. PUTZMEISTER SOUTH AFRICA warrants that its equipment / machinery, designs, drawings, processes, formulae, specifications, products, software packages, operating methods and procedures do not infringe the intellectual property rights of third parties and indemnifies the CUSTOMER against any damages or losses suffered as a result of any claims for such infringement.

X. JURISDICTION

This Contract is governed by the Laws and Regulations of South Africa, regardless of the customer's nationality and the place of delivery of the goods supplied. To that end, PUTZMEISTER SOUTH AFRICA and the CUSTOMER, expressly waive any other jurisdiction which might otherwise apply to them by reason of their domicile or nationality or the place of performance of this Contract, and submit to the jurisdiction and authority of the Courts of the Republic of South Africa for any actions and claims that may arise from the performance and interpretation of the Contract.

XI. COMPLIANCE

The purchaser undertakes that it and its partners, managing directors, supervisory and advisory boards, employees and other representatives comply with legal regulations and in particular shall act preventatively

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against any criminal or reprehensible misconduct in the course of its business operations in the context of this Contract.

XII. ACCEPTANCE OF SURETYSHIP

1. Hereby the undersigned,



PUTZMEISTER SA (PTY) LTD

1485 Citrus Street,

Honeydew,

2040

Tel. +27 11 794 3790

Fax: +27 11 794 4119

Full Name and Surname:	
ID Number:	

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with the CUSTOMER in favour of PUTZMEISTER SOUTH AFRICA for the due performance of any obligation of the CUSTOMER and for the payment to PUTZMEISTER SOUTH AFRICA by the CUSTOMER of any amounts which may now or at any time be or become owing to PUTZMEISTER SOUTH AFRICA by the CUSTOMER, from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims and actions against the CUSTOMER acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by PUTZMEISTER SOUTH AFRICA and then only in the event that the sums then owing by the CUSTOMER (whether due or not) to PUTZMEISTER SOUTH AFRICA have been paid in full. If the CUSTOMER is placed under Business Rescue, this will constitute a default in terms of this agreement, which justified PUTZMEISTER SOUTH AFRICA enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefit of the legal exceptions:

- Excussion — the right to require PUTZMEISTER SOUTH AFRICA to first proceed against the CUSTOMER for payment of any debt owing to PUTZMEISTER SOUTH AFRICA before proceeding against the surety;
- Cession of Action — the right to require PUTZMEISTER SOUTH AFRICA to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt — the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all the Terms and Conditions set out in this agreement.

Signature:	
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As Witness 1:	
Full Name and Surname:	
ID Nr:	
Signature:	
As Witness 2:	
Full Name and Surname:	
ID Nr:	
Signature:	

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