DENITH ENGINEERING SA (PTY) LTD. TERMS AND CONDITIONS

1. INTRODUCTION AND DEFINITIONS

1.1 No order or services from DENITH ENGINEERING SA (PTY) LTD. (hereafter referred to as “DESA”) shall be considered as valid before it is confirmed in writing. By accepting a Purchase Order (PO) from DESA the supplier enters into a contract with DESA (hereafter referred to as “DESA”) which these General Terms and Conditions form an integral part.

1.2 The following definitions are used in this Agreement or Contract and every reference pointed to in the PO, including these terms and conditions. The “ordered goods or services” shall mean everything that shall be delivered by the supplier pursuant to the Agreement, including but not limited to hardware, services, drawings, certificates and other necessary or useful documentation. The “delivered goods or services” shall mean everything that has been actually delivered by the supplier. “Force Majeure” shall mean occurrence beyond the control of the party affected provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Agreement or could not reasonably have avoided or overcome it or its consequences. Other terms are defined in the text below.

2. PRICE

2.1 The prices listed in the Contract shall be binding unless otherwise stated explicitly. If an item is not otherwise stated in the Contract, the prices listed include any packaging, forwarding, transportation and insurance in accordance with the stated code of INCOTERMS 2000.

3. CONFIRMATION OF ORDER

3.1 The PO shall be signed by the supplier which warrants the authority of the signatory and be returned within 7 days of the date of receipt, failure to adhere to this by the supplier will be construed by DESA as no acceptance of the ordered goods or services or as acceptance in full of the Contract for any delivered goods and services. Every PO shall be subject to these terms and conditions, unless expressly varied in writing and signed by both parties hereto.

3.2 Any modifications to these general terms and conditions may in exceptional cases be accepted by DESA but in such event, such variation shall be expressly stated as the PO or later be amended on the PO and shall only become effective once signed by both parties. Until such amendment is agreed to and signed by both parties, the terms of the PO and of these general terms and conditions shall be applicable.

4. CONTRACTS, SPECIFICATIONS AND DRAWINGS

4.1 DESA reserves the right to make such investigations and tests as are deemed desirable by DESA to verify that the delivered goods and services are in compliance with the PO and fit for purpose.

5. DELIVERY

5.1 An invoice shall relate to one PO only. The invoice shall be sent to DESA address in duplicate.

6. PACKING LISTS

6.1 Each packing list shall only cover consignments for one PO. If the consignment for one PO requires more than one package, each package shall be followed by a specified list of its contents.

7. INSURANCE

7.1 All goods are to be clearly marked in accordance with the packing lists. The packing lists are to contain the DESA project reference, terms of delivery, means of transport (name of vessel in the case of sea transport), the individual marking of the goods, and number of packages in the consignment, contents, weight and date of dispatch.

8. REJECTION

8.1 The supplier shall immediately return to the Project Manager at DESA all goods not in compliance with the PO, or that could not be delivered when due, or that shall be damaged in transit.

9. TERMINATION FOR DEFECTS

9.1 If the delay exceeds cumulatively 20 days, when in accordance with 9.1 any delay was due to Force Majeure, the supplier will not be entitled to the benefits of extra time applicable consequently upon a Force Majeure delay.

9.2 If any verification carried out by DESA does not result in the supplier's full responsibility for delivery being affected in accordance with the Agreement.

9.3 SHIPPING INSTRUCTIONS

9.4 Not Used.

10. PAYMENT

10.1 Invoices shall be accompanied by the packing list.

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11.1 Any invoice shall be paid to one PO only, The invoice shall be paid to DESA address in duplicate.

12. If the supplier requires delivery or invoice of certificates, these shall be delivered separately to DESA Offices for the attention of the Project Manager. As a required certificate shall be regarded as part of a delivery, the invoice for any delivery will not be posted until all applicable certificates for that delivery have been received.

13. DELIVERIES

13.1 The shipment shall be made in accordance with the rules of the Institute of 2015.

14. QUALITY ASSURANCE

14.1 The supplier warrants that it has implemented and documented system for quality assurance pursuant to relevant parts of ISO 9001 or equivalent.

15. CHANGE

15.1 A change order shall expressly be named as such, have the same format as the original PO and contain a full description of the changes to the PO or later be amended accordingly to the part or parts of the work, the duties and obligations on the supplier's and its sub-contractor's quality assurance system any time.

16. CANCELLATION

16.1 If any delay arising out of such change order shall not be attributable to supplier, if such delay is caused by DESA.

17. TERMINATION

17.1 Should the PO or invoice, whichever is the later of receipt of DESA's demand or a change, submit an estimate to DESA in writing including:

17.2 Any accrued, unpaid part of remuneration due to the supplier for work performed up to the date of termination.

17.3 Any direct costs incurred by the supplier, unavoidable as a direct consequence of the termination.

17.4 Upon DESA instructions, the supplier shall use its best endeavours to cancel any subcontracts on terms acceptable to DESA.

18. INSURANCE

18.1 The supplier shall maintain all necessary insurances as are relevant to the services to be provided. Upon request by DESA, the supplier shall furnish DESA with copies of the relevant insurance policies.

19. INVENTIONS/PATENTS

19.1 Inventions shall mean any advance made by the supplier during the performance of the work that shall become the property of the supplier. DESA, however, becomes the owner of inventions which the supplier does as a part of the work for DESA, which is based mainly on technical information received from DESA. The supplier shall inform DESA about such inventions which shall become DESA's property, and the supplier shall provide DESA with necessary assistance in obtaining patents or registration of inventions. The supplier shall protect DESA's right to the inventions and shall not disclose any information concerning the ordered goods or the Agreement without DESA's written permission. Such permission shall not be unreasonably withheld.

20. TERMINATION FOR DEFAULT

20.1 In the event that any of the obligations of its part is not of the service of the supplier or its subcontractors arising from or related to the performance of the PO, and (d) personal injury including death or disease to any person employed by supplier or its subcontractors arising from or related to the performance of the PO.

20.2 Any claims against supplier by DESA shall be deemed to be irrevocably waived and absolutely time barred upon the expiry of one year from the submission date of the supplier’s report or invoice, whichever is the earlier, to DESA in relation to the project undertaken hereunder.
## DOCUMENT CONTROL

Change History & Document Approvals

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<th>Date</th>
<th>Rev No.</th>
<th>Description of Change</th>
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<td>2017-01-10</td>
<td>01</td>
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<td>SCD</td>
<td>Kenneth Breukel</td>
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<td>2017-10-24</td>
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<td>- Name changed to indicate that these T&amp;C’s refer to DESA only</td>
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