DENITH ENGINEERING (PTY) LTD. TERMS AND CONDITIONS

1. INTRODUCTION AND DEFINITIONS

1.1 No order for goods or services from DENITH ENGINEERING (PTY) Ltd. (Referred to as “DENITH”) shall be considered as valid before it is confirmed in writing. By accepting a Purchase Order (PO) from DENITH the supplier warrants that the goods/services supplied by them are in accordance with the Contract terms.

2. CONFIRMATION OF ORDER

2.1 The PO shall be signed by the supplier which warrants the authority of the signatory and be returned within 7 days from the date of receipt. Failure to adhere to this by the supplier will be construed by DENITH as an unconfirmed order.

3. DELAYS

3.1 If the delay exceeds cumulatively 20 days, when in accordance with 9.1 Not Used.

4. CONFIRMATION OF ORDER

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

5. SHIPPING INSTRUCTIONS

5.1 Notice of packing lists shall be accompanying the consignment and one copy shall be emailed to DENITH's assigned Project Manager before the leaves the supplier.

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. QUALITY ASSURANCE

7.1 Models which are made by the supplier for the account of DENITH are entitled to order changes to the ordered goods or services. Such changes can include increasing or reducing the quantities involved. In such circumstances the parties shall procure a written confidentiality declaration from the third party before the change is made.

8. INSURANCE

8.1 The supplier warrants that the delivered goods and services, and the use of them will not be in conflict with any patents held by third parties or in conflict with other proprietary rights. The supplier shall, however, become liable for any loss, damage or destruction thereof, in respect of securing such patent, including indemnity to the supplier for any reasonable expenses incurred in respect of securing such patent, including indemnity to the supplier for any reasonable expenses incurred in respect of securing such patent.

9. TERMINATION OF AGREEMENT

9.1 This Contract shall be governed by South African law. All and any disputes arising out or in connection with this contract shall be referred arbitration. The arbitration shall be held in Cape Town in accordance with the rules of the Arbitration Forum of South Africa.

10. QUALITY ASSURANCE

10.1 The supplier shall perform the services using skill, care and diligence, and shall have no liability to DENITH, whether in contract, tort or otherwise howsoever arising, for the performance of the services except to the extent that supplier has been negligent in the provision of the services. Supplier gives no warranty, express or implied, as to fitness for purpose or suitability of the services, and its or any subcontractors, conditions or warranties to the fullest extent permitted by law.

11. TERMS OF PAYMENT

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

12. CONFIRMATION OF ORDER

12.1 DENITH reserves the right to moderate, cancel or reissue the order by giving notice in writing to the other party.

13. COMPLIANCE VERIFICATION

13.1 The supplier shall perform the services using skill, care and diligence, and shall have no liability to DENITH, whether in contract, tort or otherwise howsoever arising, for the performance of the services except to the extent that supplier has been negligent in the provision of the services. Supplier gives no warranty, express or implied, as to fitness for purpose or suitability of the services, and its or any subcontractors, conditions or warranties to the fullest extent permitted by law.

14. IMPLEMENTATION/PERMITS

14.1 Whichever is the last date on which delivery have been received.

15. WARRANTY

15.1 The supplier warrants that the delivered goods and services, and the use of them will not be in conflict with any patents held by third parties or in conflict with other proprietary rights. The supplier shall, however, become liable for any loss, damage or destruction thereof, in respect of securing such patent, including indemnity to the supplier for any reasonable expenses incurred in respect of securing such patent.

16. TERMINATION OF AGREEMENT

16.1 The supplier shall maintain all necessary insurances as is entitled to deduct 0.5% of the total PO value for each day, which is deemed that the change required will have no impact on the prices or schedules, and the change order will be issued accordingly.

17. PAYMENT TO GOODS

17.1 The supplier guarantees that he has in connection with such verification, where and when it can be carried out.

18. INSURANCE

18.1 All and any disputes arising out or in connection with this contract shall be referred arbitration. The arbitration shall be held in Cape Town in accordance with the rules of the Arbitration Forum of South Africa.

19. QUALITY ASSURANCE

19.1 The supplier warrants that the delivered goods and services, and the use of them will not be in conflict with any patents held by third parties or in conflict with other proprietary rights. The supplier shall, however, become liable for any loss, damage or destruction thereof, in respect of securing such patent, including indemnity to the supplier for any reasonable expenses incurred in respect of securing such patent.

20. TERMINATION FOR DEFAULT

20.1 In the event of any breach of the obligations of its contract and has not rectified the material breach within 15 days of notification thereof by DENITH, shall be entitled to terminate the Contract with immediate effect by written notice to the supplier.

21. TERMINATION AND LIQUIDATED DAMAGES

21.1 The supplier shall perform the services using skill, care and diligence, and shall have no liability to DENITH, whether in contract, tort or otherwise howsoever arising, for the performance of the services except to the extent that supplier has been negligent in the provision of the services. Supplier gives no warranty, express or implied, as to fitness for purpose or suitability of the services, and its or any subcontractors, conditions or warranties to the fullest extent permitted by law.

22. INVENTIONS/PATENTS

22.1 The supplier shall perform the services using skill, care and diligence, and shall have no liability to DENITH, whether in contract, tort or otherwise howsoever arising, for the performance of the services except to the extent that supplier has been negligent in the provision of the services. Supplier gives no warranty, express or implied, as to fitness for purpose or suitability of the services, and its or any subcontractors, conditions or warranties to the fullest extent permitted by law.

23. LIQUIDATED DAMAGES

23.1 In the event of any breach of the obligations of its contract and has not rectified the material breach within 15 days of notification thereof by DENITH, shall be entitled to terminate the Contract with immediate effect by written notice to the supplier.

24.2 The supplier shall perform the services using skill, care and diligence, and shall have no liability to DENITH, whether in contract, tort or otherwise howsoever arising, for the performance of the services except to the extent that supplier has been negligent in the provision of the services. Supplier gives no warranty, express or implied, as to fitness for purpose or suitability of the services, and its or any subcontractors, conditions or warranties to the fullest extent permitted by law.
## DOCUMENT CONTROL
Change History & Document Approvals

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