TERMS AND CONDITIONS

These terms and conditions (hereinafter referred to as "Conditions") apply to all transactions entered into by MetQ (Pty) Ltd ("Seller") and the party to whom goods are sold as identified in the Seller's quotation ("Purchaser"), in the absence of a written agreement specific to a transaction, entered into between the Seller and the Purchaser.

1. GOODS

1.1. In these Conditions "the goods" means any goods reflected on the Seller's quotation.

1.2 No variation from these Conditions and no contrary stipulation by the Purchaser in respect of these Conditions and/or the Seller's quotation shall be valid unless specifically negotiated and accepted by the Seller in writing.

2. PRICE

2.1 The price of the goods shall be the amount reflected on the Seller's quotation.

2.2 The Seller reserves the right to a reasonable escalation of the price should the Purchaser fail to make payment of the price for the goods in accordance with the provisions of clause 3.1. In the event that the Purchaser fails to make payment of the full price with 30 days from the agreed date, the Seller shall be entitled to dispose of the goods in consideration for and discharge (whether partial or in full, as the case may be) of the outstanding payment of the price by the Purchaser. The Seller shall not be liable for any losses and/or damages the Purchaser may incur resulting from such sale by the Seller.

3. PAYMENT AND INVOICING

3.1 Payment will be made as follows:

3.1.1 Purchasers that have been pre-approved by the Seller as an account customer ("Account Customers") shall pay the full price of the Goods within 30 or 60 days of date of invoice as agreed to in the account application, unless otherwise stipulated in the respective quotation; and

3.1.2 All other Purchasers shall pay the full price of the goods prior to delivery thereof as set out in the quotation,

provided the Seller has issued a value added tax invoice for each required payment.

3.2 All deposits/advance payments are non-refundable and will be credited towards the price.

3.3 All progress payments are non-refundable, as it covers the cost of resources, labour and material required for the manufacturing of the goods.

3.4 Progress on manufacturing of the goods is subject to payment received, unless otherwise agreed to between the Purchaser and the Seller.

4. QUOTATIONS

4.1. Quotations issued by the Seller for goods shall be made in writing and issued to the Purchaser.

4.2 The quotation together with these Conditions shall be construed as an offer for the goods to be accepted by the Purchaser.

4.3 Quotations will be deemed to be accepted at the earlier of receipt by the Seller of i) the Purchaser's order for such goods; or ii) payment of the price or part thereof, which once accepted or deemed to be accepted, cannot be varied or cancelled by the Purchaser, except with the prior written consent of the Seller.

5. OWNERSHIP AND RISK

5.1 Risk in the goods will pass to the Purchaser on delivery of the goods to the Purchaser as provided for in clause 6. Ownership of the goods will pass to the Purchaser when the price is paid in full.

5.2 Any specifications, drawings or designs and all intellectual property rights therein, provided to the Purchaser by the Seller, shall at all times remain the exclusive property of the Seller and the Purchaser hereby undertakes to protect the Seller's rights therein by not disclosing same or allowing any other third parties to make copies thereof.

5.3 Any specifications, drawings or designs provided to the Purchaser by the Seller shall not be used for any other purpose by the Purchaser than for the supply of goods as specified in the quotation.

6. DELIVERY

6.1. The Seller shall endeavour to deliver the goods to the Purchaser within the lead time stipulated in the quotation, calculated:

6.1.1 in the event of an Account Customer, from date of order; provided that if a deposit or advance payment has been agreed to, the provisions of clause 6.1.2 will apply; and

6.1.2 in the event of Purchasers other than Account Customers, from date the deposit or advance payment is made, provided all payments are made as stipulated in the quotation.

6.2 The Seller shall deliver the Goods to the Purchaser Ex Works Incoterms 2020, at the Seller's premises, being 209 Van Eden Crescent, Rosslyn East, Pretoria, 0200 ("Premises"), unless otherwise stipulated in the quotation.

6.3 Should the Purchaser engage a carrier to collect the goods from the Seller's Premises, such carrier shall be the Purchaser's agent and the Purchaser shall engage the carrier on such terms and conditions as it deems fit and the Purchaser indemnifies the Seller against all demands and claims which may be made against the Seller by

the carrier so engaged and all liability which the Seller may incur to the carrier arising out of the transportation of the goods.

6.4 The Purchaser shall collect the goods no later than 24 hours after the goods are ready for collection.

6.5 Time for delivery is an estimate only and shall not be of the essence. The Seller will endeavour to deliver in accordance with the lead time quoted, based on current capacity. The Purchaser shall not be entitled to cancel any order by reason of any delay in delivery of the goods.

6.6 In the event that the Seller agrees to deliver the goods to the Purchaser at an address stipulated in the quotation or as otherwise agreed to the parties in writing ("Delivery Address"), delivery shall be completed, and risk shall pass to the Purchaser when the goods are placed at the Purchaser's disposal at the Delivery Address. It will be the Purchaser's responsibility to off-load the goods from the Seller's means of transport, within 2 (two) hours of the goods being placed at the Purchaser's disposal at the Delivery Address.

6.7 The Purchaser will be liable for payment of all fees, charges, expenses and the like in relation to the transportation of the goods to the Purchaser. The Purchaser shall also be held liable for all fees, charges, expenses, cost and the like to be incurred by the Seller due to the Purchaser failing to:

6.7.1 collect the goods from the Seller's Premises within 24 hours of the goods being ready for collection as set out in clause 6.4; or

6.7.2 take delivery of the goods within 2 hours of the goods being placed at the Purchaser's disposal at the Delivery Address as set out in clause 6.6.

6.8. Upon delivery/collection of the goods, the Purchaser or its third-party carrier shall sign a delivery note which signature shall constitute proof that the Purchaser has inspected the goods and is satisfied that the goods so delivered/collected are in accordance with the Purchaser's order.

7. RETURNED GOODS

7.1 Should the Purchaser believe the goods are defective then the Purchaser shall notify the Seller thereof in writing, within 48 hours of delivery of the goods.

7.2 The Seller will after receipt of such notice inspect the goods claimed to be defective in order to determine, in the Seller's sole discretion, whether such goods are defective or not.

7.3 Only to the extent that the Seller determined the goods to be defective, will the Purchaser be allowed to return the goods to the Seller.

7.4 The Seller will, based on its own discretion either repair or replace the goods which are determined by the Seller to be defective. This will be the sole remedy of the Purchaser, provided the goods so returned are complete, clean, saleable and undamaged.

7.5 All goods are to be returned at the Purchaser's expense and the risk in the goods shall revert to the Seller on delivery of such goods to the Seller's Premises. The Seller shall notify the Purchaser at least 7 (seven) days prior to the repaired and/or replaced goods being ready for delivery and shall endeavour to deliver the goods in accordance with clause 6.2 on expiry of the 7 (seven) day period.

8. FORCE MAJEURE

8.1 Neither Party shall be liable for non-performance to the extent that such non-performance has been caused by events or conditions resulting from any acts or omissions of any government department or agency, provincial, local, or similar authority, any laws or regulations having the force of law, acts of God, civil strife, riots, insurrections, sabotage, acts of war, illegal strikes, interruption of public transport services or roadways, lockouts, floods, storms, epidemic, pandemic or fire ("Event of Force Majeure").

8.2 The obligations of the party affected by the Force Majeure Event are suspended, to the extent that they are affected by the Force Majeure Event, from the date the affected party gives written notice of such event to the other party until cessation of the Force Majeure Event, provided that if the Force Majeure Event results in the suspension of such party's obligations for more than 30 (thirty) days, either party shall be entitled to terminate this Agreement on 7 (seven) days written notice to the other party.

8.3 Should an Event of Force Majeure occur which affects the progress of the supply of goods, or which results in the suspension of the supply of goods, each of the Parties notwithstanding any other provision, will bear their own costs and losses arising from such suspension.

9. DISPUTE RESOLUTION

9.1 All disputes in relation to these Conditions and the quotation and acceptance thereof must be resolved in accordance with this clause 9.

9.2 Written notice of any dispute must be given to the other Party, setting out:

9.2.1 the legal basis of the claim;

9.2.2 the facts upon which the claim is based; and

9.2.3 detailed particulars of the quantification of claim and/or copies of correspondence relevant to the claim.

9.3 If the Seller's representative and the Purchaser's representative are unable to resolve the dispute within 10 (ten) days after the giving of the notice referred to in clause 9.2, either Party may refer the dispute to the

managing directors, or appropriate employees nominated by the managing directors, of the Parties for resolution.

9.4 If the managing directors of the Parties are unable to resolve the dispute or difference within 10 (ten) days of its referral to them, the dispute will be referred to arbitration in accordance with the provisions of clause 10.

10. ARBITRATION

10.1 Any dispute submitted to arbitration, shall be dealt with in accordance with this clause 10 and the arbitration laws for the time being in force in the Republic of South Africa, provided that the provisions of this clause 10 shall not preclude either Party from applying to a court of competent jurisdiction for urgent interim relief pending the outcome of the arbitration.

10.2 The arbitrator shall, if the dispute is agreed in writing by the Parties to be:

10.2.1 primarily an accounting matter, be an independent practising chartered accountant of not less than 10 (ten) years' standing;

10.2.2 primarily a legal matter, be an independent attorney or advocate of not less than 10 (ten) years' standing;

10.2.3 any other matter, be an appropriately qualified independent person;

agreed upon in writing by the Parties; provided that should the Parties fail to agree in writing within 3 (three) days after the date of the notice referred to in clause 9.4, on the nature of the dispute and/or the identity of the arbitrator, the arbitrator shall be appointed at the request of either Party by the chairman of the Association of Arbitrators or its successor-in-title upon written request by either Party.

10.3 The arbitration shall be held in English at a venue in Johannesburg and in accordance with formalities determined by the arbitrator and may be held in an informal and summary manner.

10.4 The arbitration shall be held as quickly as possible with a view to it being completed within 30 (thirty) days of the date of the notice referred to in clause 9.4

10.5 Immediately after the arbitrator has been appointed, either Party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

10.6 Any order or award that may be made by the arbitrator:

10.6.1 shall be final and binding;

10.6.2 shall be carried into effect; and

10.6.3 may be made an order of any competent court.

10.7 Save to the extent strictly necessary for the purposes of the arbitration, neither Party shall disclose to any third Party any information relating to the arbitration or the award.

10.8 This clause 10:

10.8.1 constitutes an irrevocable consent by the Parties to any proceedings in terms of these conditions;

10.8.2 is severable from the other provisions of these conditions and shall remain in effect notwithstanding the termination or invalidity for any reason of the quotation.

11. ANTI BRIBERY

11.1 Neither Party shall engage in any unlawful trade practices or any other practices that are in violation of any law that prohibits bribery, inducement or similar activities.

11.2 Each Party shall ensure that neither it nor its subcontractors and agents (i) make or accepts any facilitation payments, bribes, or gifts in violation of any such laws or related regulations or (ii) cause any adverse publicity, public criticism or damage to the reputation of the other Party as a result of such prohibited actions or the failure to establish appropriate safeguards to protect against such prohibited actions.

11.3 The Purchaser shall immediately inform the Seller of any such actions that comes to the Purchaser's attention by using the Seller's Whistle Blowing Procedure.

12 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

12.1 The Purchaser shall treat as confidential all information which is of a confidential nature to the Seller which includes but is not limited to: i) scientific, commercial, legal, financial or market information, know-how or trade secrets; ii) information concerning business relationships, third party agreements, architecture, demonstrations, processes, plant or machinery; iii) technical information such as plans, designs, drawings, experience reports, process descriptions and analysis of material, functional and technical requirements and specifications; iv) any information relating to any intellectual property, including but not limited to any copyright, patent, trademarks, registered or unregistered, or otherwise ("Confidential Information") disclosed, made available or supplied by the Seller to the Purchaser and shall ensure that all Confidential Information so disclosed, made available or supplied is used solely by the Purchaser in relation to the acquisition of the goods in terms of the quotation and the Purchaser shall not disclose any Confidential Information so disclosed, made available or supplied, to any third party either directly or indirectly without the prior written approval of the Seller. The following is specifically excluded and not regarded as Confidential Information:

12.1.1 information which is generally available to the public or in the public domain;

12.1.2 information which becomes generally available to the public otherwise than through a breach of this undertaking;

12.1.3 information which the Purchaser can prove was already in its possession at the time of the disclosure by the Seller and which was not acquired directly or indirectly from the Seller; and

12.1.4 information which was independently developed by the Purchaser.

12.2 Seller retains all intellectual property rights contained or comprised in the goods supplied hereunder ("Technology") as well as to any developments thereof. For these purposes intellectual property rights includes all intellectual property rights in whatever form, tangible or intangible media, whether or not registered, including (without limitation) copyright, database rights, patent trademarks, registered designs, unregistered design right, domain names, confidential information, business processes, trade secrets as well as any application for the protection or registration of those rights and all renewals and extensions thereof throughout the world.

13. PROTECTION OF PERSONAL INFORMATION

13.1 The Seller takes the Purchaser's privacy and the protection of the Purchaser's personal information, as defined in the Protection of Personal Information Act (POPIA) very seriously and has taken reasonable technical and operational measure to keep the Purchaser's personal information secure.

13.2 The Seller's External Privacy Notice is published on www.tharisa.com, which indicates how the Purchaser's personal information (including special personal information as defined in POPIA) will be processed by the Seller.

13.3 By acquiring the goods from the Seller, the Purchaser agrees that the Purchaser has read and consented to the Seller's External Privacy Notice.

14. OPERATOR WARRANTY

14.1 The Purchaser warrants if, and to the extent that the Purchaser may, process any personal information of a data subject (as defined in POPIA) for and on behalf of the Seller it shall:

14.1.1 Not transfer such personal information out of South Africa, unless the Seller has given its written permission to do so, and such transfer occurs in a POPIA compliant manner;

14.1.2 Treat all personal information as confidential and only process such personal information with knowledge and authorisation of the Seller as agreed to herein;

14.1.3 Not disclose such personal information to any third parties without the prior written consent of the Seller unless required by law or in the course of the proper performance of the Purchaser's duties in terms of these conditions;

14.1.4 Have due regard to generally accepted information security practices and procedures which may apply to the Purchaser generally or be required in terms of specific industry or professional rules and regulations;

14.1.5 Notify the Seller immediately where there are reasonable grounds to believe that such personal information has been accessed or acquired by any unauthorised person;

14.1.6 Establish and maintain appropriate security measures to secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of personal information and unlawful access to, or processing of, personal information and shall take reasonable measures to:

14.1.6.1 identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;

14.1.6.2 establish and maintain appropriate safeguards against the risks identified;

14.1.6.3 regularly verify that the safeguards are effectively implemented; and

14.1.6.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

14.2 The Purchaser hereby indemnifies and holds the Seller, its affiliates, and their respective officers, directors, personnel, agents, successors in title and assigns harmless from any liability whatsoever arising from the Purchaser's failure to comply with the warranties contained in these Conditions.

15. GENERAL

15.1 The Seller reserves the right to, in its sole discretion, vary or amend these Conditions from time to time and any such amended or varied terms and conditions shall be binding on the Purchaser from the time that the Purchaser is notified thereof unless written objection is given by the Purchaser within 7 (seven) days of receipt of such notification. Any subsequent dealings shall be on the Seller's amended conditions.

15.2 These Conditions together with the quotation represents the entire agreement between the Seller and the Purchaser and shall govern all future contractual relationships between the Seller and the Purchaser.

15.3 No amendment and/or alteration, and/or variation, and/or deletion, and/or addition, and/or cancellation of these Conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Seller.

15.4 No warranties, representations or guarantees have been made by the Seller or on its behalf which may have induced the Purchaser to agree to these Conditions.

15.5 No relaxation or indulgence which the Seller may give at any time in regard to the carrying out of the Purchaser's obligations in terms of any agreement shall prejudice or be deemed to be a waiver of any of the Seller's rights in terms of such agreement.

15.6 The Purchaser shall not cede its rights nor assign its obligations.

15.7 The parties choose as their *domicilia citandi et executandi* their respective addresses reflected in the quotation for all purposes arising out of in connection with these Conditions at which addresses all processes and notices arising out of or in connection with these Conditions, its breach or termination may validly be served upon or delivered to the parties. The Purchaser undertakes to notify the Seller within a period of 7 (seven) days of any change of address or any changes in the information as set out in these conditions.

15.8 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.

15.9 Each of the terms herein, shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

15.10 Regardless of the place of execution or performance under these Conditions or domicile of the Purchaser, these Conditions and all modifications and amendments hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the Republic of South Africa.

15.11 The Seller shall, at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court and the Supplier consents to the jurisdiction of such court.

15.12 A certificate issued and signed by any director or credit manager of the Seller, whose authority need not be proved, in respect of any indebtedness of the Purchaser to the Seller, shall be *prima facie* evidence of the Purchaser's indebtedness to the Seller.

15.13 The Purchaser shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges which the Seller may incur in taking any steps pursuant to any breach or enforcement of these conditions by the Purchaser.

16. DISCLAIMER

The Seller shall not be liable to the Purchaser for any indirect, consequential or special damages or other losses, howsoever arising.