

1. Scope: These SCHRÉDER terms and conditions of sale ("**Terms**") apply to contractual relationships in respect of the sale of Goods ("**Goods**") and Services ("**Services**") by BEKA SCHRÉDER (PTY) LTD, registration number 1981/005003/07 ("**SCHRÉDER**") to the CUSTOMER ("**CUSTOMER**"). Variations to these Terms shall only be enforceable upon SCHRÉDER's prior acceptance in writing. (In these Terms, "Parties" shall mean SCHRÉDER and CUSTOMER, and "Party" shall mean one of them.)

2. Offering and Ordering: 2.1. CUSTOMER's submission of an order ("**Order**") in response to SCHRÉDER's estimate or quotation as submitted to CUSTOMER by SCHRÉDER ("**Offer**") constitutes CUSTOMER's unconditional acceptance of these Terms and implies CUSTOMER's irrevocable renunciation of its own terms and conditions, whether linked to the CUSTOMER's purchase order or not. Each Order in response to an Offer is subject to due acknowledgement by SCHRÉDER in writing ("**Acknowledgment**"). 2.2. A binding contract of sale in respect of the Goods ("**Contract**") comprises a credit application by the Customer (where applicable), an Offer, an Order and an Acknowledgement under these Terms. 2.3. Each Offer shall be valid for a period of thirty (30) calendar days from the date the Offer is made to the CUSTOMER, unless otherwise stated in the Offer. Any variation to an Offer shall only be binding if made in writing and confirmed by SCHRÉDER in writing. Any cancellation of a Contract by CUSTOMER shall be subject to SCHRÉDER's acceptance in writing. 2.4. In case of variation or cancellation of a Contract by CUSTOMER, SCHRÉDER shall be entitled to the price corresponding to all ordered Goods, without prejudice to additional claims which SCHRÉDER may have, including but not limited to compensation for any consequential losses. 2.5. SCHRÉDER may at any time, in its sole discretion and without advance notice to CUSTOMER, replace components of Goods by alternative components which will have no impact on the functionality of the Goods and give at least the same efficiency. 2.6. CUSTOMER agrees and acknowledges that any access to or use of a platform, software or user interface offered by SCHRÉDER shall solely be governed by specific terms in addition to these Terms.

3. Delivery: 3.1. Unless otherwise specified in writing by SCHRÉDER, Delivery of all Goods is regulated by the Incoterms 2020®, and will take place Ex Works (EXW). For purposes hereof "Delivery/Deliveries" shall mean making the Goods available at the premises concerned for collection by CUSTOMER on an EXW basis, alternatively delivery thereof by SCHRÉDER to an agreed address, if so specified in the Acknowledgement. Unless otherwise specified in the Acknowledgement, the place of Delivery shall be at SCHRÉDER's registered office being 13 West View Road, Olifantsfontein, Gauteng Province. 3.2. Delivery dates and/or schedules shall be calculated from the later of the following: 1) the date on which SCHRÉDER issued the acknowledgement in respect of the Order or 2) the date on which SCHRÉDER received all the necessary information and/or advance payment required, from CUSTOMER. Goods Delivery dates and/or schedules are estimates only and any delays shall not entitle CUSTOMER to cancel or suspend the Contract nor to compensation for delay. 3.3. The Goods are packed according to SCHRÉDER's standards, unless otherwise agreed in the Contract. The Goods may be disassembled for packing and shipping convenience. SCHRÉDER may deliver the Goods in one or more consignments. 3.4. If CUSTOMER is prevented from taking or accepting Delivery on the specified Delivery date as mentioned in the Acknowledgment, CUSTOMER shall nevertheless pay the agreed price as if the Delivery had taken place. Where Delivery is EXW, storage costs shall be charged to CUSTOMER should it fail to take Delivery on the specified date of Delivery. CUSTOMER bears all risks of loss of or damage to the Goods from the date the Goods have been Delivered at the place of Delivery or at place of storage, as the case may be. 3.5. Absent notification of a complaint Delivered to SCHRÉDER by hand, by registered mail or via email (with return receipt proving delivery) within ten (10) business days following the date of Delivery and/ or the date of the first performance of the Services, CUSTOMER shall be deemed to have accepted the Goods and/ or Services in good condition and without reservation. 3.6. Ownership of and title in and to the Goods shall remain with SCHRÉDER until the payment of the price of such Goods has been made to SCHRÉDER in full. CUSTOMER undertakes that it will not, without SCHRÉDER's express prior written consent, dispossess itself or otherwise pledge or permit any third party to establish any lien, hypothec or other proprietary or security interest in or over the Goods before CUSTOMER has paid the price of the Goods to SCHRÉDER in full, including all costs and all amounts due under any indemnities. As of the date of Delivery, CUSTOMER shall be responsible for arranging (at its own cost) appropriate insurance cover in respect of all risks of damage to or destruction of the Goods or any Goods loss.

Pending payment of the price thereof to SCHRÉDER in full, CUSTOMER must also note SCHRÉDER's interest as owner of the Goods on the insurance policy and CUSTOMER must at all times ensure that the Goods are identified as SCHRÉDER Goods and that they should not be commingled with other Goods or made subject to a claim by any third party. 3.7. Should CUSTOMER fail to pay the price of the Goods to SCHRÉDER in full on due date, SCHRÉDER may, at its election at any time prior to such payment in full, re-take or re-claim possession of the Goods at CUSTOMER's cost and expense. Such right of recovery of the Goods shall be without prejudice to any claim for damage or loss suffered by SCHRÉDER in this regard.

4. Price and Payment: 4.1. Unless otherwise stated in the Contract, the prices are quoted for the Goods in the Offer are exclusive of Value Added Tax (VAT) and dominated in South African Rand (ZAR) or (where applicable) in local currency of the CUSTOMER but do not include any other taxes, duties or other levies applicable to the Goods. 4.2. All transportation costs, including incidental travel and attendance, as well as any costs related to insurance and any specific tests which may be requested by CUSTOMER, shall be for CUSTOMER's account and CUSTOMER indemnifies SCHRÉDER against same. 4.3. Prices are firm during the validity term of the Offer only. 4.4. Payment shall be made at SCHRÉDER's registered office in South Africa, net and without discount, deduction or set-off, into one of SCHRÉDER's South African bank accounts mentioned on the invoice concerned. Should Delivery be made or invoices be payable against a delivery of a Letter of Credit or other irrevocable documentary credit, the same must be opened prior to SCHRÉDER's Order Acknowledgment and confirmed by a reputable bank, accepted by SCHRÉDER in writing. If Deliveries are to be made in instalments, the price of each instalment will be separately invoiced and shall be paid by CUSTOMER to SCHRÉDER on the due date therefor as specified in these Terms. Once the amount indicated on the invoice concerned is credited to SCHRÉDER's bank account, the invoice shall be regarded as having been paid by CUSTOMER. 4.5. Any disagreement regarding an invoice must be notified to SCHRÉDER in writing within five (5) business days from the date on which the invoice concerned was sent by SCHRÉDER. Absent such notification, invoices shall be deemed to have been accepted by CUSTOMER. SCHRÉDER's agents and salesmen are not authorized to collect any payments. 4.6. Unless otherwise agreed in writing, where a credit facility has not been approved by SCHRÉDER or CUSTOMER has not applied for a credit facility, 50% of the total price shall be paid prior to manufacture by SCHRÉDER of the Goods ordered, and the remaining balance of 50% shall be paid within seven (7) days from date of invoice. Delivery of Goods ordered shall not be made pending payment in full of the price of the Goods concerned. Where a credit facility has been approved by SCHRÉDER, all invoices must be paid within sixty (60) calendar days following the invoice date. If the invoice is not so paid on its said due date, a) SCHRÉDER may, in addition to any other rights and remedies under applicable laws, charge interest at the rate of 2% per month on the outstanding balance; and b) SCHRÉDER will comply with the provisions of Chapter 1, Chapter 2, Chapter 3 (sections 54 and 59), Chapter 4 (Parts A and B), Chapter 5 (Parts D and E), Chapter 6 (Parts A and C) of the National Credit Act No 34 of 2005 ("**NCA**") to the extent that they are applicable to the transaction. If CUSTOMER is not a juristic person and the NCA is applicable to the transaction, SCHRÉDER will in addition also comply with Part D of Chapter 4 and Part C of Chapter 5 of the NCA will also apply. Unless the NCA (to the extent that it applies) provides otherwise, CUSTOMER shall be liable for all legal costs including costs on the scale as between attorney and own client as well as collection charges, tracing costs and all other costs, to the extent permitted by law, incurred by SCHRÉDER for the recovery of due and unpaid invoices. 4.7. Without prejudice to any other rights and remedies which SCHRÉDER may have, non-payment of any overdue invoice entitles SCHRÉDER amongst other measures to and on notice to CUSTOMER: (1) claim immediate payment of all other outstanding amounts and/or invoices; (2) suspend all ongoing Orders and Deliveries until such time as the amount due shall have been paid in full, including interest, costs and all amounts due under any indemnities; (3) re-take or re-claim possession of the delivered Goods at CUSTOMER's costs; (4) require financial guarantees or new payment terms for fresh Orders; (5) suspend or terminate any ongoing Services and/ or (6) terminate the Contract and claim and recover such damages as SCHRÉDER may have suffered. Any advance or down payments, whatever their value, shall be forfeited to SCHRÉDER by way of Rouwkoop. 4.8. In the event of any sale or transfer by CUSTOMER in whatsoever manner of all or the greater part of CUSTOMER's business assets, all outstanding amounts due to SCHRÉDER shall become immediately due, notwithstanding any previous agreement.

Mutual debts may not be set off otherwise than by prior written consent of SCHRÉDER. Should CUSTOMER's financial situation have deteriorated (whether involving a creditors' voluntary arrangement or otherwise and more generally any modification of its financial situation) or should CUSTOMER's board of directors resolve that CUSTOMER voluntarily begins business rescue proceedings and/or be placed under supervision business rescue, CUSTOMER is placed under provisional or final liquidation or sequestration, CUSTOMER is (or is deemed by any authority or legislation to be) financially distressed, as contemplated in section 128 (1) of the Companies Act number 71 of 2008, or the value of CUSTOMER's assets is less than its liabilities, CUSTOMER commits an act of insolvency in terms of Section 8 of the Insolvency Act, No 24 of 1936 or commits an act which would have constituted such an act of insolvency if it had been a natural person, CUSTOMER suffers seizure of all or part of CUSTOMER's assets or protest of bills, then and in that event SCHRÉDER shall be entitled to require additional financial guarantees from CUSTOMER for the fulfilment of its obligations or to modify payment terms or to suspend Delivery of Goods until the same have been agreed and implemented, alternatively to terminate the Contract by written notice to CUSTOMER, without prejudice to SCHRÉDER's rights and without compensation to CUSTOMER.

5. Warranty: 5.1 SCHRÉDER warrants that the Goods conform in all material respects with their description and any applicable SCHRÉDER specifications. The general warranty set out in 5.2 below shall apply to all Goods sold to CUSTOMER. Specific warranties applicable to certain individual SCHRÉDER Goods shall prevail over this general warranty if conflicting therewith. 5.2 SCHRÉDER undertakes for a period of twelve (12) calendar months from the date of Delivery or from date Goods are Delivered to place of storage where CUSTOMER fails to take Delivery of its Goods ("**Warranty Period**") that it will at its sole discretion repair or replace, at SCHRÉDER's premises or elsewhere, any Product supplied by SCHRÉDER (and paid for by CUSTOMER) which is defective due to the defective material supplied by SCHRÉDER, provided that CUSTOMER complies with the following conditions: (1) CUSTOMER shall duly notify SCHRÉDER in writing within thirty (30) calendar days after CUSTOMER detected or should have detected the defect but in any event before expiration of the Warranty Period of such defect; and (2) CUSTOMER shall bear any and all shipping, disassembly, reassembly and other costs of any kind; and (3) CUSTOMER satisfies SCHRÉDER that the Goods concerned have not been subject to abnormal or unusual use, abuse, willful damage or negligence, were not used for a purpose which was not stipulated by CUSTOMER in the Order and that the Goods concerned have been exposed only to normal wear and tear; and (4) CUSTOMER has not carried out or made any repairs, replacements, adjustments or alterations on or to the Goods concerned (nor had same done by any third party) without SCHRÉDER's express prior written agreement; and (5) CUSTOMER has installed or procured the installation of the Goods strictly in accordance with instructions supplied by SCHRÉDER for that purpose and the defect or fault has not been caused by the careless or incorrect installation or maintenance of the Goods concerned by CUSTOMER or any third parties - should CUSTOMER assemble the control gear pertaining to the Goods itself, CUSTOMER bears exclusive and full responsibility for any and all electrical problems that may arise; and (6) CUSTOMER has not continued the use (or permitted the continued use) of the Goods concerned after having notified SCHRÉDER of the defect. 5.4. The replaced Goods or parts shall become SCHRÉDER's property and, if repairs or replacements take place at CUSTOMER's installation, such Goods or parts shall be returned to SCHRÉDER at SCHRÉDER's request within one month of replacement on the basis that carriage will be paid by SCHRÉDER. 5.5. This general warranty does not apply to damage or malfunctions in Goods delivered by SCHRÉDER which are caused by: (1) a failure in performance, any structural defect or any functional deficiency where CUSTOMER designs and SCHRÉDER has complied in full with CUSTOMER's written briefs, drawings or designs ("**Specifications**") for the Goods to be supplied by SCHRÉDER, which Specifications subsequently are found to be inadequate, incomplete, defective or containing design errors; or (2) electrical surges or other variations in the electrical supply, or the supply of electricity at a level which exceeds the maximum recommended power supply to enable the Goods to perform safely and properly; or (3) corrosion due to an abnormal environment or to chemical or other elements extraneous to the manufacturing process (eg: salt) or other natural hazard. The warranty shall apply to the replaced Product(s) or part(s) thereof until expiry of the remaining duration of the Warranty Period. 5.6. LED luminaires shall not be considered defective solely as a result of the failure of individual LED components if the number of inoperable components is less than 10% of the total number of LED components in the LED luminaire.

5.7. The general warranty is not applicable to Services provided by SCHRÉDER. Specific warranties for Services provided by SCHRÉDER shall be applicable.

6. Intellectual property: 6.1. All intellectual property rights of whatever nature (including any copyright rights, systems including software, database rights, patent or design rights whether or not registered), technology, trade-secrets and know-how concerning SCHRÉDER's Goods and Services shall remain the exclusive property of SCHRÉDER or its holding company SCHRÉDER S.A, Belgian registration number 0403.217.617. 6.2. Subject to the provisions set forth herein, the sale by SCHRÉDER of any Goods shall only imply the non-exclusive, non-transferable and non-sublicensable limited license to CUSTOMER under any SCHRÉDER's intellectual property rights ("**IPR**") used in the Goods to use (only) the Goods as sold by SCHRÉDER to CUSTOMER and paid for by CUSTOMER. 6.3. CUSTOMER shall not use the Goods or the IPR for any purpose not expressly authorized by SCHRÉDER. 6.4. SCHRÉDER shall retain all intellectual property rights in all drafts, studies, drawings, plans, designs, texts, projects, records and documents, in whatever medium or reproduction of all kinds, supplied to CUSTOMER ("**Documentation**"). CUSTOMER may use the Documentation for internal purposes only and must return the Documentation to SCHRÉDER upon first request by SCHRÉDER. 6.5. The sale of any Goods and Services by SCHRÉDER to CUSTOMER shall not constitute the transfer of ownership, title or rights in any IPR or software(s) that may be embedded in or delivered with the Goods or Services. 6.6. Nothing in these Terms shall be construed as conveying any express or implied license, right or immunity, directly or by implication, estoppel or otherwise, to CUSTOMER under any patent, copyright, trademark or other proprietary/intellectual rights owned or controlled by SCHRÉDER or any third party, except as explicitly granted under these Terms. 6.7. SCHRÉDER assumes no liability for infringement of intellectual property rights of any third party covering any combination of any Goods or Services sold by SCHRÉDER with any product, whether or not supplied or sold by SCHRÉDER, or any method or process in which any Goods or Services sold by SCHRÉDER may be used.

7. Confidentiality: 7.1. CUSTOMER acknowledges that all Documentation as well as all technical, commercial and financial data and information belonging to SCHRÉDER ("**Confidential Information**") which is not already in the public domain at the time it is communicated to CUSTOMER, is communicated by SCHRÉDER in strict confidence and remains the property and entitlement of SCHRÉDER. 7.2. Confidential Information may not be disclosed to a third party without SCHRÉDER's express prior written consent and may not be used for any purpose other than the fulfilling of CUSTOMER's Order. 7.3. CUSTOMER indemnifies SCHRÉDER against any and all direct, indirect and punitive damages, losses, costs and other liability arising from claims resulting from a breach of or non-compliance with this clause by the CUSTOMER or any of its customers.

8. Limitation of liability: To the extent permitted by law and save as explicitly provided in these Terms: (1) SCHRÉDER shall not be liable to CUSTOMER or any other person for any loss of profits or for any claim for damages, direct, indirect, incidental, special, consequential or otherwise, arising out of any cause whatsoever, sustained by CUSTOMER or by any third party by reason of the Goods and Services, or use thereof or any defect therein or by reason of any act or omission by SCHRÉDER in regard thereto, or arising out of any advice given or service rendered by SCHRÉDER, whether such loss, claims or damages arise out of the Contract or any warranty given by SCHRÉDER or out of delict, SCHRÉDER accepting no liability in respect of the Goods whatsoever. (2) CUSTOMER indemnifies and holds harmless SCHRÉDER against any claim for loss of profits or for any claim for any damages or for any personal injury, direct, indirect, incidental, special, consequential or otherwise, arising out of any cause whatsoever, sustained by CUSTOMER or any third party in respect of or in connection with the Goods, use thereof or any advice given. (3) SCHRÉDER's aggregate and cumulative liability towards CUSTOMER, if any, shall not exceed an amount of ten per cent (10%) of the value of the Goods sold to CUSTOMER, which in any case shall not exceed an aggregate amount of R 1 500 000 (one million and five hundred thousand Rand) and for Services ten per cent (10%) of fees paid by CUSTOMER under the Contract for twelve (12) months preceding the claim (calculated proportionally where fees have been paid over a longer period) or for the first twelve (12) months in case the claim occurs in the first year.

9. Suspension and Termination

9.1. Suspension:

9.1.1. Force Majeure: Upon due notice to CUSTOMER in writing, SCHRÉDER may suspend performance of its obligations under the Contract in the event of occurrences beyond its control and for which it is not responsible including

but not limited to fires, storms, earthquakes, national or local government law, decree or regulation, strikes or other industrial actions, acts of war, insurrection, or national emergency, roads being impassable, unavailability of transport, general lack of supplies, interruption of power supplies, or any other event that can be qualified as event of force majeure. If an event of force majeure prevents fulfilment by SCHRÉDER of CUSTOMER's Order and lasts for three consecutive calendar months, or for a total of three months in a period of six calendar months, either SCHRÉDER or CUSTOMER shall be entitled to cancel all or part of the Contract without any obligation whatsoever to the other Party.

9.1.2. Import/Export controls & Sanction(s) or embargo(es): (1) Neither party shall export, re-export or otherwise transfer any Goods, materials commodities, software, or technology that have been supplied under or are otherwise in connection with performance of the Contract, including after further processing by CUSTOMER or incorporation into another item (individually and collectively, "Technology") inconsistent with any requirement of the Export Administration Regulations (EAR), the International Traffic in Arms Regulation (ITAR), or legal measures administered by the U.S. Treasury Department, Office of Foreign Assets Control Regulations, or the laws or regulations of the European Union or its member states, or of the United States and (as applicable) the exporting country outside the United States. CUSTOMER shall comply with restrictions on certain transactions of SCHRÉDER which are subject to export control laws and regulations prohibiting export or diversion of products and technology to certain countries. Should delivery of Goods or Services be subject to an export or import license or be restricted or prohibited due to export/import control regulations, SCHRÉDER shall be entitled to suspend its obligations until such license is granted or until such restrictions or prohibitions shall be revoked. In addition SCHRÉDER shall be entitled to immediately cancel any Order without incurring any liability towards CUSTOMER. (2) CUSTOMER represents and warrants that it is not subject to any immunity, sanction(s) or embargo(es) which would prevent SCHRÉDER to enter into, pursue or enforce the contractual relationship between them. Should CUSTOMER be or become subject to such immunity, sanction(s) or embargo(es), SCHRÉDER shall be entitled to suspend or terminate the contractual relationship forthwith without any notice or indemnification by SCHRÉDER. In such case, CUSTOMER shall be responsible for and indemnify SCHRÉDER against any damages, claims, penalties or other losses that may be asserted against or incurred by SCHRÉDER as a result thereof.

9.2. Termination: Without prejudice to any rights or remedies which SCHRÉDER may have, SCHRÉDER may, by written notice to CUSTOMER, terminate with immediate effect any Contract or other contractual relationship with CUSTOMER, or any part thereof without any liability for SCHRÉDER whatsoever, if (a) CUSTOMER breaches any of the provisions of the Contract (including these Terms) and fails to remedy such breach within seven calendar days from being requested by or on behalf of SCHRÉDER to do so; (b) CUSTOMER's board of directors resolve that CUSTOMER voluntarily begins business rescue proceedings and/or be placed under supervision business rescue, CUSTOMER is placed under provisional or final liquidation or sequestration, CUSTOMER is (or is deemed by any authority or legislation to be) financially distressed, as contemplated in section 128 (1) of the Companies Act number 71 of 2008, or the value of CUSTOMER's assets is less than its liabilities, CUSTOMER commits an act of insolvency in terms of Section 8 of the Insolvency Act, No 24 of 1936 or commits an act which would have constituted such an act of insolvency if it had been a natural person, CUSTOMER suffers seizure of all or part of CUSTOMER's assets, or any assignment is made for the benefit of creditors of CUSTOMER; (c) The control or ownership of CUSTOMER changes. Upon occurrence of any of the events referred above, all payments to be made by CUSTOMER to SCHRÉDER shall (to the extent permissible by law) become immediately due and payable.

10. General provisions

10.1. References:

CUSTOMER grants SCHRÉDER the right to inform third parties that SCHRÉDER provides or has provided Goods to CUSTOMER. In consequence thereof, SCHRÉDER shall be entitled to use CUSTOMER's commercial name(s) or brand(s) or logo(s) in a fair and reasonable manner for SCHRÉDER's self-promotion and advertising, to refer thereto or to take pictures of the installed Goods for SCHRÉDER's self-promotion and advertising.

10.2. Advertising, description plans and documents, samples:

Information relating to SCHRÉDER's Goods advertised, displayed or contained in SCHRÉDER's catalogues, prospectuses, promotional documents, notices,

price lists or websites is given for illustrative purposes only and shall not be binding on SCHRÉDER.

To the extent permitted by law, samples of Goods will only be shown to CUSTOMER for information purposes and shall not have any contractual or binding nature on SCHRÉDER, even if the CUSTOMER has referred to these in his Order or in any other document.

10.3. Anti-bribery:

CUSTOMER agrees that it shall comply with all applicable laws on prevention of bribery and corruption. CUSTOMER's failure to comply with any anti-bribery legislation is a ground for immediate termination of the contractual relationship by SCHRÉDER without SCHRÉDER incurring any liability towards CUSTOMER whatsoever. In such case, CUSTOMER shall be responsible for and indemnify SCHRÉDER for any damages, claims, penalties or other losses that may be asserted against or incurred by SCHRÉDER.

10.4. Assignment:

CUSTOMER shall not be entitled to cede, delegate, encumber, assign or otherwise transfer any of its rights and/or obligations in terms of, and/or interest in, these Terms (or any other contractual relationship which it may have with without SCHRÉDER) without SCHRÉDER's prior express written consent.

10.5. Interpretation:

Should any one or more provisions of these Terms be found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these Terms shall not be affected thereby and they shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s). To the extent to which these Terms conflict with the NCA, the NCA shall prevail. SCHRÉDER shall be entitled to claim and recover damages in lieu of any penalty provided for in these Terms.

10.6. Amendments to Terms:

The Contract constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded in the Contract. The Contract supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof. No addition to, variation, novation or agreed cancellation of any provision of the Contract shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

10.7. Notices:

SCHRÉDER and CUSTOMER choose domicilium citandi et executandi at the physical address provided for in the CUSTOMER's credit application or, failing which, in the invoice issued by SCHRÉDER IN RESPECT OF THE GOODS, for all purposes relating to these Terms and/or Contract, including payment of any outstanding amount due and the serving of any notices. Either Party shall be entitled from time to time, by giving written notice to the other, to vary its physical *Domicilium* to any other physical address (not being a post office box or *poste restante*) in South Africa and to vary its facsimile and/or email *Domicilium* to any other facsimile number and/or email address. Any notice given or payment made by a Party to the other ("**Addressee**") which is delivered by hand between the hours of 08:00 and 16:30 on any business day to the Addressee's physical *Domicilium* for the time being shall be deemed to have been received by the Addressee at the time of delivery. Any notice in terms of or in connection with the Contract shall be valid and effective only if in writing and if received or deemed to be received by the Addressee.

10.8. Governing law, dispute resolution and Jurisdiction:

Unless otherwise agreed in writing, the Contract and all other contractual relationships between SCHRÉDER and CUSTOMER shall in all respects be governed by and interpreted in accordance with the laws of the Republic of South Africa. Any dispute shall be submitted exclusively to the appropriate court with jurisdiction in the Republic of South Africa.

Notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of the Magistrate's Court, CUSTOMER hereby consents, in terms of Section 45 of the Magistrates Court Act No. 32 of 1944 as amended, to the jurisdiction of a Magistrate's Court which otherwise has jurisdiction over CUSTOMER in respect of any action instituted against CUSTOMER by SCHRÉDER for the recovery of monies in terms hereof, but SCHRÉDER retains the right to approach any other court having jurisdiction in appropriate circumstances.

To this end the CUSTOMER consents to the jurisdiction of the High Court of South Africa.

10.9. General:

No waiver, indulgence or extension of time which either Party ("Grantor") may grant to the other, nor any delay or failure by the Grantor to enforce, whether completely or partially, any of its rights, shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.

No consent or approval in terms of or in connection with the Contract shall be valid or effective unless in writing and signed by or on behalf of the Party giving such consent or approval.

For the purposes of the Contract -

- no data message, as defined in the Electronic Communications and Transactions Act No 25 of 2002 ("ECTA"), other than an email or facsimile, shall constitute writing;
- no electronic signature or advanced electronic signature, as defined in ECTA, shall constitute a signature, except for the purposes of varying any date referred to in the Contract or giving any consent or approval in terms of the Contract.

10.10. Data Protection¹: 10.1. In the context of the sale of Goods and performance of Services, including quotations, offers, tenders and other pre-sale and post-sale activities, each Party will access and otherwise process Personal Data of the other Party. CUSTOMER warrants that it will comply with Applicable Data Protection and Privacy Laws and be fully responsible and liable for any non-compliance. 10.2. CUSTOMER shall provide all the necessary information required under Applicable Data Protection and Privacy Laws to the relevant Data Subjects and, should it be required, obtain all the necessary consents and authorizations for SCHREDER to Process such Personal Data. 10.3. SCHREDER may access and otherwise Process the following categories of Personal Data: name and surname, contact details, company name, job title, bank account details and financial information (including VAT number, and credit/income history), transaction history and communications of the following categories of Data Subjects: the other Party's business owners, company management, employees and sales representative. SCHREDER will Process the above Personal Data for its own purposes, namely: (i) promotion, quotations, offers and tenders, (ii), sales order management, (iii) performance of the Contract and Services, (iv) customer relationship management, (v) credit collection, (vi) compliance with anti-money laundering and fraud prevention regulations as well as other legal requirements, (vii) accounting and (viii) defence of SCHREDER's interests and claims. 10.4. SCHREDER may share the Personal Data with its Affiliates, with suppliers that provide services on SCHREDER's behalf or help SCHREDER provide the Goods and Services to the CUSTOMER as well as with other third parties who perform functions for SCHREDER under their own responsibility as well as government and public authorities, for all the purposes set out above.

Without prejudice to any other provision of the contract, any successor in title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by the Contract.

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¹ "Applicable Data Protection and Privacy Laws" means any applicable national data protection and privacy laws and, to the extent applicable, the GDPR; The terms "Personal Data", "Data Subjects" and "Processing/Process" shall have the same meaning as in Applicable Data Protection and Privacy Laws; "Affiliate" means, in relation to any Party, any company from time to time directly or indirectly controlling, being controlled by or being under common control with the Party, where control shall mean the direct or indirect possession of at least half the voting securities of any company or the power effectively to direct or cause to be directed, the management and policies of a company through the ownership of voting securities or voting interest or otherwise.