

+27 (011) 618-2003 +27 (011) 618-3139 cemo@icon.co.za www.cemo.co.za	The Crown Group of Companies (Pty) Ltd Manufacturers of Mining, Industrial and Agricultural Pumps Company Reg. No. 1965/000911/07 VAT Reg. No. 4110107960	Head Office Crown Building 64 Hanau Street Wolhuter, Jeppestown Johannesburg, South Africa P.O. Box 27023, Jeppestown 2043
 Company Reg. No. 1965/009778/07 VAT Reg. No. 4860154121	 Exclusive Supply Contract from Cemo Pumps Company Reg. No. 1999/013485/07 VAT Reg. No. 4830212256	 Crown Mining and Industrial Services Company Reg. No. 1992/002267/07 VAT Reg. No. 4710168453

STANDARD TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 The following terms shall bear the following definitions assigned to them, unless the context so otherwise indicates:

- 1.1.1 **"the Company"** means The Crown Group of Companies (Pty) Ltd, and any of its Subsidiaries and Operating Companies, as stated on the Purchase Order;
- 1.1.2 **"the Supplier"** means the person(s), Trust(s), Firm, Organization, Corporation and/or Companies to whom the Purchase Order is issued to for the supply of goods or rendering of services. This includes the Supplier's representatives and permitted assigns;
- 1.1.3 **"Contract"** means a binding agreement concluded between the Company and the Supplier for Goods and Services contained within the Purchase Order, and in accordance with these Terms and Conditions. If there is no contract, these Terms and Conditions will apply;
- 1.1.4 **"Goods and Services"** means the supply of Goods or rendering of Services by the Supplier to the Company, in accordance with the Purchase Order given by the Company. This shall include without limitation any raw or processed materials, fabricated goods, completed goods (new or reconditioned), and any installation or part thereof;
- 1.1.5 **"Equipment"** means any paraphernalia forming part of the work and includes (without limitation) machinery, apparatus, materials, samples, articles, and patterns;
- 1.1.6 **"Delivery Date"** means the date specified in the Contract for the delivery/collection of the goods. If no date is specified, it will then mean the date on which the goods are ready for delivery or collection;
- 1.1.7 **"Delivery Address"** means the address as specified on the Purchase Order. Otherwise the delivery address will be as made available under clause 6 – 'Domicilium';
- 1.1.8 **"Purchase Order"** means the document presented (physically or digitally) by the Company to the Supplier detailing the Company's purchase request;
- 1.1.9 **"Invoice"** means the document issued to the Company by the Supplier as a means of requesting payment for Goods and Services dispensed by the Supplier;
- 1.1.10 **"Return Period"** means 20 (twenty) working days from date of successful delivery or collection of the goods;
- 1.1.11 **"End-User"** means the person(s)/company that the Company is contracted to.

2. HEADINGS

2.1 Headings are used for ease of reference and shall not be used in any way for the interpretation of these Terms and Conditions.

3. GENERAL

- 3.1 These Terms and Conditions are considered a binding agreement between the Company and the Supplier;
- 3.2 The Supplier's acceptance of the Company's Purchase Order is conditional upon agreeing to these Terms and Conditions;
- 3.3 Unless governed by a separate and specific agreement mutually agreed to in writing, executed by a Director of both Parties, these Terms and Conditions shall constitute the complete and final written agreement between the Company and the Supplier and supersedes all other agreements and understandings (including all verbal and electronic correspondence) between the Parties regarding the supply of the Products and rendering of services pursuant to these Terms and Conditions. No other terms and conditions (whether consistent or conflicting with these Terms and Conditions) will form part of these Terms and Conditions, even if such terms and conditions are provided on any of the Supplier's forms and/or website;
- 3.4 Unless otherwise agreed in writing and signed by a Director of the Company, all business proposed by the Company is strictly and exclusively subject to these Terms and Conditions, notwithstanding anything contained in the Supplier's acceptance or in any document (digital or hardcopy) provided by the Supplier;
- 3.5 No variation of these Terms and Conditions are permitted unless expressly accepted, in writing, by a Director of the Company;
- 3.6 The Supplier shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of these Terms and Conditions to any third party.

4. FREE ISSUE EQUIPMENT

- 4.1 For the purpose of this clause, 'equipment' is as defined in clause [1] and shall include plans, designs or drawings;
- 4.2 Where equipment is issued free of charge to the Supplier for the purpose of implementing and completing the Company's Purchase Order;
 - 4.2.1 The Company will issue a delivery note on delivery of the equipment. The Supplier's signature thereof shall constitute as proof of inspection. The equipment shall be deemed to have been delivered in good condition unless stated in writing to the contrary by the Supplier;
 - 4.2.2 The Supplier agrees to use the equipment only for the purpose of which it was provided, and that such equipment shall remain the property of the Company;
 - 4.2.3 The Supplier shall maintain at all times any equipment provided by Company, and return such equipment in the same or similar condition that it was received. Failing which, the Supplier will be liable for replacement costs thereof;
 - 4.2.4 Should the Company request the Supplier to return any or all off-cuts, surplus materials, shavings, damaged materials, etc. then the Supplier shall do so without delay. Failing which, the Supplier will be liable to pay the Company for any such costs;
 - 4.2.5 The Company shall not be held liable for any loss, damage to any property and/or injury to any employees of the Supplier caused by the equipment.

5. ASSIGNMENT AND SUB-CONTRACTING

- 5.1 The Supplier shall not assign its obligations or rights in terms of these Terms and Conditions nor sub-let the purchase order or any part thereof, without written consent from the Company;
- 5.2 If the need arises that the purchase order or part thereof is to be sub-let - the Supplier, the Company and the third party shall enter into a contract (sub-contract) detailing the work that will be carried out and the relevant cost. The sub-contract shall bear these Terms and Conditions and shall be signed by a Director of each party;
- 5.3 In the event that the purchase order, or any part thereof, be assigned or sub-let by the Supplier (on provision that the Company has granted written consent), the following shall become applicable:
 - 5.3.1 The Supplier is to provide the Company with copies of each sub-contract after they have been issued;
 - 5.3.2 The Supplier shall at all times remain responsible for any goods supplied or services rendered by the third party;
 - 5.3.3 The Supplier shall be liable for any loss or damage to the Company resulting from any action, goods supplied or services rendered by the third party;
 - 5.3.4 Should either the Supplier or the third party (or jointly) be found in breach of contract, the Company is entitled to claim for any losses or damages incurred;
 - 5.3.5 The Supplier shall not be relieved of any of its obligations under these Terms and Conditions;

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- 5.3.6 The onus is on the Supplier to ensure that the third party is aware of these Terms and Conditions and consequently carries out its work in accordance with these Terms and Conditions;
- 5.3.7 The Supplier shall provide timely feedback to the Company on the progress of the works carried out under the Purchase Order.

6. DOMICILIUM

- 6.1 The parties' physical addresses as set out below will constitute their chosen Domicilium Citandi et Executandi;
- 6.2 The Company: 64 Hanau Street, Woluter, Johannesburg ;
- 6.3 The Supplier: Registered address as per documentation provided by the Supplier ;
- 6.4 All correspondence must be by way of email;
- 6.5 A party may change its Domicilium by furnishing the other party with 7 (seven) days written notice of its new physical address.

7. PURCHASE ORDER

- 7.1 The number shown on the Purchase Order must be referenced by the Supplier on all communications and documents (i.e. invoices, delivery notes, packing lists, containers, etc.);
- 7.2 No variation of the Purchase Order will be effective unless approved in writing and signed by a Director of the Company;
- 7.3 Should there be any discrepancy or clarification required on the Purchase Order with regard to descriptions, dimensions, quantities or conditions and the like, the Supplier shall reach out to the Company for a decision before executing the Purchase Order or part thereof;
- 7.4 The Company may revoke its Purchase Order at any time;

8. HAZARDS

- 8.1 The Supplier shall report any and all hazards to the Company;
- 8.2 In the event that the goods contain any hazardous substances or materials:
 - 8.2.1 The Supplier shall notify the Company in writing if any work carried out under the Contract or Purchase Order requires the use of hazardous or toxic substances or materials;
 - 8.2.2 The Supplier is to ensure that all hazardous or toxic substances or materials required to fulfil the Contract or Purchase Order comply with any and all regulations governing the use of hazardous substances;
 - 8.2.3 The Supplier shall furnish the Company with appropriate instructions for shipping, storage, safety, handling, exposure and disposal of the goods.

9. INSURANCE

- 9.1 Unless otherwise agreed in writing, the Supplier shall insure any goods or equipment sent to the Supplier's premises for assessment, repairs etc. (including the Company's goods or equipment being stored at the Supplier's premises for whatsoever reason. The Supplier and any agent or representative of the Supplier also understands and agrees to not hold the Company liable for any loss or damage whatsoever that may occur;
- 9.2 It is the Supplier's responsibility/prerogative to fully insure any and all goods or equipment sent to the Supplier's premises for evaluation, quotation, repair, modification or on a loan for development or design improvement against loss or damage (including but not limited to theft, fire, hijacking, sabotage, water damage, malicious/accidental damage, vandalism, corrosion or oxidation) until ownership has passed to the Company;
- 9.3 The Supplier shall effect and maintain any form of adequate insurance that is sufficient to cover the aforementioned damages and loss, taking into account any replacement costs that may be incurred following any such damages or losses. The Supplier also undertakes to have:
 - 9.3.1 Public & Product Liability Insurance;
 - 9.3.2 SASRIA Special Risks Insurance;
 - 9.3.3 Freight/Goods in Transit Insurance.
- 9.4 When ownership of the goods passes to the Company, the Company shall carry the risk and financial responsibility for loss or damage to goods at any given point (after the Goods have been delivered). It is therefore fundamental for the Supplier to ensure that the appropriate risk management processes are in place;
- 9.5 Should the Supplier fail to effect the abovementioned insurances, the Supplier hereby understands and accepts that:
 - 9.5.1 The Company's shareholders, directors, employees, company representatives and/or sub-contractors shall not be held responsible/liable for any losses or damages that may occur to any equipment while on the Supplier's premises or the Supplier's Sub-Contractors premises resulting from (but not limited to) theft, fire, hijacking, sabotage, water damage, malicious/accidental damage, vandalism, corrosion or oxidation resulting from the goods or equipment being subject to climatic elements;
 - 9.5.2 The Company's shareholders, directors, employees, company representatives and/or sub-contractors shall not be held responsible/liable for any damage, loss or theft of the products whilst in transit;
 - 9.5.3 The Supplier will be accountable for any such goods or equipment including the new replacement value, repair value, loss of production, operation requirements or any of the like.
- 9.6 The Supplier shall furnish the Company with proof of the abovementioned insurances within 14 (fourteen) days of the Company's written request for proof of insurance;
- 9.7 In the event of any loss, accident or damage that may give rise to a claim, the Supplier shall give the Company immediate notice furnishing all the information regarding such event.

10. COMPLETION, COLLECTION AND DELIVERY

- 10.1 The Supplier undertakes to supply the goods/services in accordance with the Contract;
- 10.2 Unless otherwise stated, goods are to be delivered at the delivery address as stated on the Purchase Order;
- 10.3 Should any performance test need to be carried out on the goods, the Supplier shall furnish the Company with reports on the performance results. Such goods shall only be deemed as completed once the Company confirms that the performance of the goods are satisfactory;
- 10.4 Where the Goods are to be delivered - Before dispatching any goods for delivery to the delivery address, the Supplier undertakes to promptly notify the Company of its intention to dispatch the goods for delivery. Should the Supplier dispatch the goods without notifying and receiving the go-ahead from the Company, the Supplier shall then be liable for any costs incurred by the Company in arranging for early delivery;
- 10.5 Where the Goods are to be collected – The Supplier shall promptly advise that the said Goods are ready for collection. The Company will endeavour to collect the Goods at its earliest convenience;
- 10.6 Until such time that the Company has taken ownership upon delivery or collection of the Goods, the Supplier shall remain responsible for the Goods. This includes arranging for the necessary storage and protection of the Goods;

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- 10.7 The Supplier's signed delivery note shall only be constituted as proof of delivery and shall not in any way declare the Company's full acceptance of the Goods. The Company shall fully inspect the goods within 10 (ten) days from the Delivery Date and notify the Supplier in writing of any missing goods, or damage or defects to any delivered goods. The cost of any such repair or replacement will be borne by the Supplier;
- 10.8 Should the Goods not match the required standard, or not conform to the Purchase Order or Contract, the Company may reject acceptance of such Goods. The cost of which shall be borne by the Supplier;
- 10.9 The Supplier will be held liable for any loss or damage resulting from delays or failure in the delivery/collection of goods by the Delivery Date (via road, rail, or otherwise);
- 10.10 The Supplier shall inform the Company in writing if any delay in production or delivery is foreseen, whereby
- 10.10.1 The Company may grant the Supplier an extension in time; or
- 10.10.2 The Company may request the Supplier to deliver the incomplete goods and any materials associated with it. The Supplier shall reimburse the Company for all reasonable costs incurred in arranging for the completion of the goods.
- 10.11 If the Supplier cannot deliver/supply/render some (or all) of the goods/services for any reason whatsoever, the Supplier shall notify the Company immediately;
- 10.12 If for any reason the Supplier is delayed in its delivery of any goods, or fails to notify the Company that the goods are ready for collection by the Delivery Date then the Company may;
- 10.12.1 Endeavour to make alternate arrangements for the transportation of the goods to the Company's premises at the expense of the Supplier;
- 10.12.2 Reject acceptance of the goods;
- 10.12.3 Cancel the order, or parts thereof;
- 10.12.4 Request compensation from the Supplier for any claim that may be made against the Company by the Company's customer as a result of late delivery;

11. TERMS OF PAYMENT

- 11.1 The purchase price shall be fixed and shall include all Supplier costs involved in the supply of the goods. And unless otherwise stated, the purchase price shall be inclusive of VAT;
- 11.2 It is the Supplier's responsibility to ensure that all documents and certificates (Purchase Order, Supplier Invoice, Delivery Notes, Release Certificates, etc.) are correct in all aspects and that they are given to the Company on time;
- 11.3 Payment shall be made 60 (sixty) days from date of statement (unless otherwise agreed in writing and signed by a Director of both parties) provided that the Company has accepted that the Goods conform with the Contract or Purchase Order and are in line with the required standards, and provided that the Invoice is at the agreed price and discount (where applicable). The Supplier shall be liable for any other taxes, levies, fees, imposts or duties;
- 11.4 All valid orders delivered after the 25th of the month will only be processed during the following month;
- 11.5 The Company reserves the right to set off any amount which may be owing by the Supplier to the Company for any reason whatsoever;
- 11.6 The Company may withhold an amount of the purchase price as it sees fit for any damages which the Company may have sustained as a result of the Supplier not fulfilling its obligations under the Contract or Purchase Order;
- 11.7 In the event that the Company rejects acceptance of goods for whatsoever reason, the Supplier is obligated to reimburse the Company for any deposit or instalment paid to Supplier whether in part or as a whole;
- 11.8 Should there be any discrepancies between the Purchase Order, Invoice and/or Delivery Note, the Supplier shall not hold the Company liable for any short payments, delayed payments or no payment by the payment due date;
- 11.9 Should the Company have any reason to return any or all Goods within the return period, the Company will accept to pay a handling fee of no more than 5% of the manufacturing cost provided that the Supplier is not in default;
- 11.10 Both the Company and the Supplier acknowledge that should projects be executed in more than one country, currencies used by those countries may vary and are subject to exchange rate fluctuation during the period of the Contract. The Company will remit payment in South African Rands (ZAR), the exchange rate on the date of payment will be applicable (unless a written agreement to establish and use a Base Rate is adopted) but not to the detriment of the Company.

12. WARRANTY

- 12.1 The Supplier – being the manufacturer or not, and whether the purpose, duty, conditions or services are known - gives full representation, undertaking, warranty and guarantee as to the quantity, workmanship, defects, material, capacity, performance, specifications, description, design, suitability or fitness of the Goods for a period of no less than 12 (twelve) months from the date of delivery/collection and/or installation;
- 12.2 The Supplier warrants that the Goods supplied:
- 12.2.1 Are in accordance with the agreed design, description and specifications provided;
- 12.2.2 Are free of any defective workmanship or material defects;
- 12.2.3 Are fit for the purpose specified by the Company.
- 12.3 The Supplier warrants that the services provided:
- 12.3.1 Will be carried out with acceptable skill and reasonable care;
- 12.3.2 Conform to the requirements as set out in the Contract or Purchase Order;
- 12.3.3 Will not be delayed unnecessarily;
- 12.3.4 Comply with any required standard in the industry as well as any applicable law or compliance requirement.
- 12.4 Where third party goods and/or services are supplied (not manufactured by the Supplier), the onus is on the Supplier to ensure that the appropriate warranties are in place;
- 12.5 If agreed and accepted by the Company, the Supplier shall repair or replace any part of or all of the goods which may become defective (including goods manufactured by a third party) or fail to comply with all warranties as stated in the Contract within 30 (thirty) days of the Company notifying the Supplier, if such Goods become defective or exhibit compliance failure in the event of:
- 12.5.1 Correct use of the Goods by the Company;
- 12.5.2 Any faulty design even if the design may have been supplied by the Company, of which the Supplier shall be responsible;
- 12.5.3 Any default on the part of the Supplier including (without limitation) instructions, inadequate workmanship, faulty materials, specifications or performance;
- 12.6 In the event that the damage or defect (or substandard) to the goods only unveils while the goods are being machined or are in operation, the Supplier agrees to compensate for any costs incurred by the Company including such time spent on machining the goods;
- 12.7 Should the Supplier be delayed in effecting any correction on defective Goods or parts thereof, the Company shall undertake to commence with repairs or replacements. The Supplier shall be responsible for and shall reimburse any such costs incurred by the Company in undertaking the necessary repairs or replacement. This will not relieve the Supplier of its obligations under the Contract;
- 12.8 This warranty shall be applicable to any repairs or replacements effected on any Goods.

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13. LIMITATION OF LIABILITY & INDEMNITY

- 13.1 The Supplier shall furnish, warrant and accept full responsibility for the accuracy of all data, documents and certificates, and shall indemnify the Company against any claims or costs incurred for any possible infringements of patents, trademarks, designs or copyrights of the Goods being supplied;
- 13.2 Where the Supplier is rendering a service, the Supplier shall:
- 13.2.1 Obtain all approvals and permits necessary for the safe and lawful execution of the contract;
 - 13.2.2 Ensure that an appropriate risk assessment is drawn up;
 - 13.2.3 Make use of equipment that meets the industry's best criterion;
 - 13.2.4 Ensure that employees and/or contractors are competent and qualified;
 - 13.2.5 Ensure that employees and/or contractors are supplied with the correct PPE;
 - 13.2.6 Ensure that employees and/or contractors conform to the Contract at all times;
- 13.3 Acceptance of the Goods and/or Services by the Company is subject to (without limitation) full inspection, testing and installation. The Company may, at its sole discretion, reject the Goods and/or Services if found to be late in delivery, unsatisfactory, does not perform, or fails due to the utilization of defective or incorrect materials, or fails to meet the requirements as set out in the Contract. The Company shall not operate the goods which it considers being defective and shall notify the Supplier soon as the Company becomes aware of such defect;
- 13.4 The Supplier will be liable for freight, labour or other charges, as well as any repairs, replacements, adjustments, installations or any other work done by anyone other than a representative authorised by the Supplier;
- 13.5 The Supplier will be liable for any injury or death arising from the use of the Goods;
- 13.6 The Supplier shall indemnify the Company, any successors in interest, any beneficiary or assignee of the Company against any loss, damage, expenses or claims arising out of the use of the goods or a breach of Contract whether it be consequential, incidental, indirect, unusual, or punitive;
- 13.7 The Supplier shall furthermore be liable to the Company, any successors in interest, any beneficiary or assignee of the Company for any defect, failure, or malfunction in conjunction with the supply, resupply, use or reuse of the goods whether based upon loss of use, loss of profit or revenue, loss by reason of shutdown or non-operation, cost of replacement, whether or not such loss is based on the Contract, warranty, negligence, indemnity, strict liability or otherwise;
- 13.8 If the Supplier fails to fulfil its obligation to the Company under the Contract, the Supplier will be liable for any penalties, taxes or fines imposed on the Company by the respective authorities due to any delays.

14. COPYRIGHT, PRIVACY & INTELLECTUAL PROPERTY

- 14.1 All confidential information and the like will be handled and processed by the Company in compliance with the POPI Act. Neither the Company nor the Seller will be relieved of any of its rights or obligations as required under the POPI Act and these Terms & Conditions;
- 14.2 For the purpose of this clause, 'intellectual property' shall mean and include all drawings, designs, diagrams, plans, patterns, samples, copyrights, documentation, specifications, equipment, jigs, gauges, assembly and operation of the goods, electronic data and files, any CNC or similar programs written or produced to manufacture the goods, and any copies thereof;
- 14.3 The Supplier hereby understands that the Company may hold various patents and confidential information relative to the intellectual property including that which has been provided to the Supplier in connection with and for the purpose of implementing the Purchase Order, and agrees to the following:
- 14.3.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, communicated information, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company, its employees, agents or sub-contractors, and any other confidential information which the Supplier may obtain concerning the Company's business, its products and/or services;
 - 14.3.2 The Supplier shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and sub-contractors comply with the obligations set out in this clause as though they were a party to the Contract;
 - 14.3.3 The Supplier shall not disassemble, reverse engineer, copy, remanufacture, reproduce, sell, deface or remove markings from goods or intellectual property (or similar) supplied or manufactured by the Company;
 - 14.3.4 The Supplier shall not photograph any of the Company's intellectual property without the Company's prior written consent;
 - 14.3.5 The Supplier shall not publicly divulge or publish the Company's name or existence of the Purchase Order without the Company's prior written consent;
 - 14.3.6 The Supplier shall not exploit, advertise, commercialize or license any intellectual property;
- 14.4 Any intellectual property developed by the Supplier in terms of the Purchase Order/Contract shall not be disclosed to or used for other parties, without the Company's prior written consent;
- 14.5 The Company may disclose such of the Supplier's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court or competent jurisdiction;
- 14.6 Any intellectual property relative to the Contract or Purchase may only be used for the purpose of completing the Contract or Purchase Order. On completion, any such intellectual property that has been supplied by the Company must be returned promptly by the Supplier;
- 14.6.1 In the event of shared development, the Supplier hereby agrees that the Company has rightful ownership of no less than 50% of the intellectual property;
- 14.7 Any intellectual property or product developed, manufactured or supplied by the Company may not be disassembled, reverse engineered, copied or remanufactured as a whole or in part. Any intellectual property issued by the Company is subject to this copyright, and may only be used for its intended purpose as may be specified by the Company. Upon request by the Company, such intellectual property must be returned to the Company in the same/similar condition in which it was received.
- 14.8 The Supplier shall be liable should the Company suffer any loss as a result of a breach of this clause;
- 14.9 This clause shall survive termination of the Contract.

15. FORCE MAJEURE / SIMILAR EVENTS

- 15.1 In the event of Force Majeure/Similar events (which shall include electricity/water outages, strikes, fires, industrial disputes, civil commotion, natural disasters, pandemics/virus outbreaks, acts of war and any other situation which can be shown to have materially affected the Supplier's ability to undertake and complete the services as agreed), the Supplier shall notify the Company within 7 (seven) days of the Supplier becoming aware of such event, indicating the circumstances.
- 15.2 An event of Force Majeure/Similar events shall entitle the Company to terminate the Contract or parts thereof with immediate effect. The Company may, at its discretion, choose to suspend the Contract for the period of the Force Majeure/Similar event but not to the detriment of the Company. The Supplier shall not terminate nor suspend the Contract or any part thereof without the written approval of the Company;

16. SUSPENSION/CANCELLATION

- 16.1 The Company reserves the right to suspend, delay or cancel the Purchase Order if:-
- 16.1.1 The Supplier becomes insolvent, or commits an act of insolvency as described in the Insolvency Act of 1936, as amended;

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- 16.1.2 The Supplier is unable to pay its creditors, or seek to effect compromise with any of its creditors or compound any of its debts;
- 16.1.3 The Supplier is placed under an order of sequestration, judicial management of liquidation, whether this order be provisional or final;
- 16.1.4 The Supplier is subject to any resolution passed causing the Supplier to be wound up or dissolved
- 16.1.5 Any judgement is given against the Supplier in a Court of Law, and is not appealed against within a period allowed for the lodging of such appeal, or if not subject to an appeal, remains unsatisfied for a period of 10 (ten) days;
- 16.1.6 The Supplier is in breach of any of its obligations to the Company.
- 16.2 No suspension, delay or cancellation as a result of any of the foregoing events shall affect any other right which the Supplier may have in terms of the Contract or Purchase Order;
- 16.3 In the event that the Supplier cancels any order, such cancellation will only be accepted if prior written notice was provided to and accepted by the Company. The Supplier shall be liable to pay for any costs/expenses incurred by the Company resulting from such cancellation (losses, delays, material, transport, etc.);
- 16.4 The Company may collect the goods or any free issue material from the Supplier, even if the goods are incomplete;
- 16.5 The Company may instruct attorneys to retrieve any amounts by the Supplier to the Company for whatsoever reason;
- 16.6 Should the Company wish to institute legal proceedings (within the Republic of South Africa) for whatsoever reason, the Supplier shall be liable for all legal costs incurred.
- 17. RISK & OWNERSHIP**
- 17.1 The Supplier is to ensure that all goods are in compliance with the Contract or Purchase Order. The Company reserves the right to inspect the goods and reject any part thereof that does not comply with the Contract or Purchase Order;
- 17.2 Ownership and risk of all goods shall only pass to the Company upon successful delivery;
- 17.3 The Supplier shall not claim any reservation of ownership of the goods;
- 18. SPECIFICATIONS**
- 18.1 The Company reserves the right to make changes/alterations to the specifications, look, or design. The dimensions are supplied as indicative, average, and approximate purposes only;
- 18.2 All specifications, illustrations, drawings, diagrams, price lists, quotes, dimensions, performance figures, advertisements, brochures and other technical data furnished by the Company in respect of the goods (and whether in writing or not) are furnished on the basis that they will not form part of the Contract or be relied upon by the Supplier for any purpose;
- 19. SURETYSHIP**
- 19.1 By signing and accepting these Terms & Conditions and/or the quotation, the signatory binds himself/herself in his/her private and individual capacity as surety for a co-principal debtor with the Supplier in favour of the Company for the due performance of any obligation of the Supplier.
- 20. CHANGES TO THESE TERMS AND CONDITIONS**
- 20.1 The Company may modify these Terms and Conditions at any time, for example (but not limited to), in order to reflect changes to the law or changes to our purchase requirements. Such updated Terms and Conditions will control the relationship between the Company and the Supplier regarding the subject matter of these Terms and Conditions. The changes will be uploaded to the Company's website at the Company's prerogative. The onus is on the Supplier to regularly check for updates to these Terms and Conditions. If the Supplier does not agree with a material modification to these Terms and Conditions, the Supplier is obliged to inform the Company in writing without delay within seven (7) working days from the Company's submission of the Purchase Order.
- 21. GOVERNING LAW**
- 21.1 The Terms and Conditions shall be governed and interpreted in accordance with the law of the Republic of South Africa;
- 21.2 In the event that any provision of these Terms and Conditions become unenforceable or invalid, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.
- 21.3 Should any legal assessment or investigative costs be incurred in attempting to recover, replace or reinstate damaged or stolen goods, such costs will be for the Supplier's sole account. Any litigation/arbitration is to take place in the Republic of South Africa.
- 21.4 Should any dispute, disagreement or claim (hereinafter referred to as "the dispute") arise between the parties concerning this agreement; the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation. If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to AFSA administered mediation, upon the terms set by the AFSA Secretariat. Failing such a resolution, the dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator/arbitrators appointed by the Foundation;
- 21.5 No dispute or arbitration referral shall entitle the Supplier to cancel any works executed under the Purchase Order.

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