

## STANDARD CONDITIONS OF AGREEMENT (hereinafter the “Agreement”)

1. The Customer agrees that:
  - 1.1. this Agreement represents the entire Agreement between the Customer and Endress+Hauser (Pty) Ltd (hereinafter called Endress+Hauser) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Endress+Hauser;
  - 1.2. this Agreement will govern all future contractual relationships between the parties;
  - 1.3. this Agreement is applicable to all existing debts and future debts between the parties;
  - 1.4. this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions;
  - 1.5. any conflicting conditions stipulated by the Customer are expressly excluded;
  - 1.6. these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Endress+Hauser; and
  - 1.7. these terms apply to all servants and subcontractors of Endress+Hauser unless special project conditions are agreed upon and reduced to written form.
2.
  - 2.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
  - 2.2. In this Agreement, unless a contrary intention clearly appears,
    - 2.2.1. words importing
      - 2.2.1.1. any one gender includes the other two genders;
      - 2.2.2. the singular includes the plural and vice versa; and
      - 2.2.3. natural persons include created entities (corporate or non-corporate) and vice versa;
  - 2.3. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
  - 2.4. “Customer” means the natural or juristic person so defined in the cover page to this Agreement;
  - 2.5. “Endress+Hauser” means the supplier of all flow, level, pressure, analytics, temperature, recording and digital communications, optimizing processes in terms of economic efficiency, safety and environmental impact products and service including its directors, managers, employees and consultants;
  - 2.6. “goods” means all flow, level, pressure, analytics, temperature, recording and digital communications, optimizing processes in terms of economic efficiency, safety and environmental impact products provided to the Customer in terms of the order;
  - 2.7. “service/s” means any flow, level, pressure, analytics, temperature, recording and digital communications, optimizing processes in terms of economic efficiency, safety and environmental impact service provided to the Customer in terms of the order.
3.
  - 3.1. This Agreement only becomes final and binding on receipt and acceptance of this signed Agreement by Endress+Hauser at its business address in Sandton.
  - 3.2. Any order only becomes final and binding on receipt and acceptance of such order by Endress+Hauser at its business address per clause 2.1. This Agreement will commence on the acceptance by Endress+Hauser of the first order.
4.
  - 4.1. The signatory/ies hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to Endress+Hauser and agrees that this Agreement and any orders thereto will apply in the exact same way to him / her.
  - 4.2. The signatory/ies (hereinafter “the Surety”) guarantee payment to Endress+Hauser for any debts incurred by the Customer and agree that the liability of the signatories will be for the full amount of the debts incurred by the Customer and that such amounts will become due and payable immediately upon any application for business rescue by the Customer or the liquidation of the Customer. The signatories agree that the extent of the liability of the signatories will not be affected by any compromise or settlement reached with the Customer pursuant to any business rescue plan as provided for in the Companies Act 71 of 2008 (as amended).
5. The Customer acknowledges that it does not rely on any representations made by Endress+Hauser regarding the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Endress+Hauser in respect of the goods or services verbally or in writing will not form part of the Agreement in any way unless agreed to in writing by Endress+Hauser.
6.
  - 6.1. The Customer agrees that neither Endress+Hauser nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
  - 6.2. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
  - 6.3. The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
  - 6.4. The charges for Services shall be on a time and materials basis as agreed between the Customer and Endress+Hauser prior to any Services being provided:
    - 6.4.1. the charges shall be calculated in accordance with Endress+Hauser’s standard daily fee rates, as per the Standard Rates of Endress+Hauser (available on request);
    - 6.4.2. the number of hours in one working day shall be agreed between the Customer and Endress+Hauser;
    - 6.4.3. if the number of agreed hours is exceeded, Endress+Hauser shall be entitled to charge overtime rates on a pro-rata basis for each day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.4.2 as follows:
      - 6.4.3.1. 1.5 times normal rates after normal office hours; or
      - 6.4.3.2. 2 times normal rates on Weekends and Public Holidays;

- 6.4.4. Endress+Hauser shall be entitled to charge the Customer for any expenses incurred by the individuals whom Endress+Hauser engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and other associated expenses, (these costs will be as per the Standard Rates of Endress+Hauser, available on request) and for the cost of services provided by third parties and required by Endress+Hauser for the performance of the Services, and for the cost of any material.
  - 6.5. Endress+Hauser reserves the right to increase the price of the goods, by giving notice to the Customer before delivery due to:
    - 6.5.1. any request by the Customer to change the delivery date(s), quantities or types of goods ordered, or the goods specification; or
    - 6.5.2. any delay caused by any instructions of the Customer in respect of the goods or failure of the Customer to give Endress+Hauser adequate or accurate information or instruction in respect of the goods.
  - 6.6. Endress+Hauser reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.
7.
  - 7.1. All quotations will remain valid for a period of 30 (thirty) calendar days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.
  - 7.2. All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Endress+Hauser and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the cost price of the goods or forex fluctuations. The price of goods is exclusive of all costs and charges of packaging, insurance and transport of goods.
  - 7.3. If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
  - 7.4. The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
  - 7.5. Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, in writing, shall be binding and subject to this Agreement and may not be revoked by the Customer.
  - 7.6. The Customer agrees that under no circumstances may the Customer cancel special orders placed with Endress+Hauser and Endress+Hauser will invoice special orders at full price.
  - 7.7. Endress+Hauser shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
  - 7.8. Endress+Hauser shall be entitled to invoice each delivery /performance actually made separately.
  - 7.9. Any delivery note, waybill, time sheet, Installation Certificate or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Endress+Hauser shall be *prima facie* proof that delivery was made to the Customer.
  - 7.10. The risk of damage to, destruction or theft of goods shall pass to the Customer on deliver/ installation of the goods or services.
  - 7.11. Installation and commissioning costs are not included in the price of the goods, unless specified in writing and signed by a duly authorised officer of Endress+Hauser.
  - 7.12. Delivery, installation, and performance times quoted are merely estimates and are not binding on Endress+Hauser.
  - 7.13. If Endress+Hauser agrees to engage a third party to transport the goods, Endress+Hauser is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Endress+Hauser.
  - 7.14. The Customer indemnifies Endress+Hauser against any claims against Endress+Hauser that may arise from such agreement in clause 7.13.
  - 7.15. Repair times and repair costs given are merely estimates and are not binding on Endress+Hauser
  - 7.16. Any item handed in for repair may be sold by Endress+Hauser to defray the cost of such repairs if the item remains uncollected within 30 (thirty) calendar days of the repairs being completed.
  - 7.17. All goods taken on an evaluation or demonstration basis by the Customer are deemed sold if not returned within 30 (thirty) calendar days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
  - 7.18. The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to Endress+Hauser.
  - 7.19. The Customer shall indemnify Endress+Hauser against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark, or design supplied by the Customer.
  - 7.20. Where Endress+Hauser is required to manufacture goods in accordance with a specification supplied by the Customer, the Customer must ensure that the information given is correct. Endress+Hauser will not be held liable for any damage whatsoever if the wrong information is given.
  - 7.21. Endress+Hauser shall provide the services to the Customer only in accordance with the Service Specification in all material respects.
  - 7.22. The Customer has the following obligations:  
The Customer shall:
    - 7.22.1. ensure that the terms of the order and (if submitted by the Customer) the Goods Specifications are complete and accurate;
    - 7.22.2. co-operate with Endress+Hauser in all matters relating to the services;
    - 7.22.3. provide Endress+Hauser, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by Endress+Hauser to provide the Services; provide Endress+Hauser with such information and materials as Endress+Hauser may reasonably require to supply the service and ensure that such information is accurate in all material respects;
    - 7.22.4. prepare the Customer's premises for the supply of the services;
    - 7.22.5. obtain and maintain all necessary permissions and consents which may be required for the services before the date on which the services are to start; and
    - 7.22.6. keep and maintain all materials, equipment, documents and other property of Endress+Hauser (Suppliers Material) at the Customer's premises in safe custody at its own risk, maintain the Supplier Material in good condition until returned to Endress+Hauser, and not to dispose of or use the Supplier Material other than in accordance with Endress+Hauser's written instructions or authorisation.
  - 7.23. If Endress+Hauser's performance of any of its obligations in respect of the services is prevented or

delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer default):

- 7.23.1. Endress+Hauser shall without limiting its other rights or remedies have the right to suspend performance of the services until the Customer remedies the Customer's default, and to rely on the Customer default to relieve it from the performance of any of its obligations to the extent the Customer default prevents or delays Endress+Hauser's performance of any of its obligations;
  - 7.23.2. Endress+Hauser shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer default; and
  - 7.23.3. The Customer shall reimburse Endress+Hauser on written demand for any costs or losses sustained or incurred by Endress+Hauser arising directly or indirectly from the Customer default.
- 7.24.
- 7.24.1. All Intellectual Property Rights in or arising out of or in connection with the Agreement and/or the services shall be owned by Endress+Hauser. The Customer acknowledges that, in respect of any third-party Intellectual Property Rights in the services, the Customer's use of any such Intellectual Property Rights is conditional on Endress+Hauser obtaining a written licence from the relevant licensor on such terms as will entitle Endress+Hauser to license such rights to the Customer.
- 7.25. Nothing in the Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties. Neither party shall have authority to act as agent for, or to bind the other party.

8.

- 8.1. New goods are guaranteed for a period of 12 (twelve) months, goods not manufactured by Endress+Hauser are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services are guaranteed for a period of 90 (ninety) calendar days against faulty workmanship and parts are guaranteed for a period of 12 (twelve) months.
  - 8.2. Liability under clause 8.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Endress+Hauser.
  - 8.3. No claim under this Agreement shall arise unless the Customer has, within 14 (fourteen) calendar days of an alleged breach of contract and/or defect occurring, given Endress+Hauser written notice by prepaid registered post of such breach or defect, and has afforded Endress+Hauser at least 30 (thirty) calendar days to rectify such defect or breach.
  - 8.4. To be valid, claims must be supported by the original Tax Invoice.
  - 8.5. The Customer shall return any defective moveable goods to the premises of Endress+Hauser at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.
  - 8.6. All guarantees are immediately null and void, should:
    - 8.6.1. any goods be tampered with;
    - 8.6.2. the seals on goods be broken by anyone other than Endress+Hauser;
    - 8.6.3. the goods be used or stored outside the Manufacturer's specifications;
    - 8.6.4. the defect arises as a result of Endress+Hauser following any drawing, design or goods specification supplied by the Customer;
    - 8.6.5. the Customer alter or repair the goods without the written consent of Endress+Hauser; or
    - 8.6.6. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
  - 8.7. Endress+Hauser will not accept delivery of, or work on returned goods if the Control of Substances Hazardous to Health Regulations (COSHH) forms have not been completed and submitted with each device. The COSHH form can be found at the website of Endress+Hauser.
  - 8.8. Any item delivered to Endress+Hauser shall serve as pledge in favour of Endress+Hauser for present and past debts and Endress+Hauser shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts any excess balance will be paid to the Customer.
  - 8.9. We may offer guarantee periods which exceed the warranty period according to clause 8.1 for specific products at our discretion. Provided that such extended guaranty period is restricted to the replacement of the defective products in accordance with clause 8.2 of these Standard Conditions of Agreement and that any further liability (e.g. for direct or indirect damages) is excluded.
- 9.
- 9.1. Under no circumstances shall Endress+Hauser be liable for any direct or consequential damages flowing from any loss, injury, death or damage including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.
  - 9.2. Endress+Hauser's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, delict (including gross negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the goods and/or services from which the claim arises.
  - 9.3. Under no circumstances shall Endress+Hauser be liable for any damage arising from any misuse, abuse or neglect of the goods or services.
- 10.
- 10.1. Delivery of the goods or services to the Customer shall take place at the place of business of Endress+Hauser. If the Customer fails to accept or take delivery of the goods within 7 (seven) calendar days of Endress+Hauser notifying that the goods are ready, Endress+Hauser is entitled to invoice the Customer for the goods and to charge the Customer storage of 1% of the invoice value per month. If storage at third party's premises is required, the cost incurred shall be borne by the Customer.
  - 10.2. If Endress+Hauser is responsible for obtaining licences, particularly but not limited to the export/shipment/import of goods, the deliveries of Endress+Hauser are subject to the reservation that there are no impediments opposing to such licence due to national or international regulations, particularly export control regulations, embargo or other sanctions. The Customer agrees to provide Endress+Hauser with all information and documents required for the export/shipment/import of the goods.
- 11.
- 11.1. The Customer agrees that the amount contained in a Tax Invoice issued by Endress+Hauser shall be due and payable unconditionally:
    - 11.1.1. by cash on order; or
    - 11.1.2. if the Customer is a Credit Approved Customer, within 30 (thirty) calendar days from the end of the month in which a Tax Invoice has been issued by Endress+Hauser.
  - 11.2. All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by Endress+Hauser to the Customer, the

Customer shall, on receipt of a valid VAT invoice from Endress+Hauser, pay to Endress+Hauser such additional amounts in respect of VAT as are chargeable on the supply of goods or services at the same time as payment is due for the supply of goods or services.

- 11.3. The Customer agrees to pay the amount on the Tax Invoice at the offices of Endress+Hauser.
12.
  - 12.1. The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Endress+Hauser, reduced to writing and signed by the Customer and a duly authorised representative of Endress+Hauser.
  - 12.2. The Customer is not entitled to set off any amount due to the Customer by Endress+Hauser against this debt.
  - 12.3. All discounts shall be forfeited if payment in full is not made on the due date.
13.
  - 13.1. The Customer agrees that the amount due and payable to Endress+Hauser may be determined and proven by a certificate of balance issued and signed by any director or manager of Endress+Hauser, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.
  - 13.2. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 (as amended) have not been met.
14. If any amount due to Endress+Hauser is not paid on due date, such amount, as well as this agreement as a whole will become an incidental credit agreement, which will bear interest from that date at the rate as (a) prescribed by Endress+Hauser's bank as their prime lending rate plus an additional 1 (one) % per month or (b) the maximum prescribed interest rate as stipulated in section 42(1) of the National Credit Regulations per month, but only if applicable to the Applicant in terms of sections 4, 5 and 6 of NCA. Such interest will be capitalized monthly in advance.
15.
  - 15.1. The Customer and Surety hereby jointly and severally, irrevocably and in *rem suam* cede and assign as a pledge unto and in favour of the Endress+Hauser, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Customer and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Buyer and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in *securitatum debiti* and is not an out-and-out cession.
  - 15.2. Should it transpire that the Customer and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer's and/or Surety's reversionary rights.
  - 15.3. This cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Customer and/or Surety's indebtedness to the Endress+Hauser.
  - 15.4. For the purpose of giving effect to the foregoing cession both the Customer and Surety hereby nominate, constitute and appoint Endress+Hauser to be its Attorney and Agent, in *rem suam*, with full authority for

the Customer and/or Surety and in the Customer and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Customer and/or Surety's behalf and in the Customer and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Customer and/or Surety's.

- 15.5. The Customer and Surety agree that, on request by the Supplier, they shall be obliged to hand over to the Supplier all books of account, contracts, invoices, documents and the like which it may require for the purposes of ascertaining the amounts due to the Customer and/or Surety for the purpose of recovery of payment.
- 15.6. The Customer and Surety shall be obliged to furnish Endress+Hauser with a schedule of all debts due to the Customer and/or Surety by its debtors monthly and upon demand. Notwithstanding the foregoing, Endress+Hauser or its nominee shall at all times be entitled to inspect all or any of the Customer and Surety's records as Endress+Hauser deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of Endress+Hauser hereunder, and Endress+Hauser shall at all times be deemed to have perfected its security in terms hereof.
  - 15.6.1. Endress+Hauser may at any time assign, transfer, mortgage, charge, subcontract or deal in any other matter with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.
  - 15.6.2. The Customer shall not, without the prior written consent of Endress+Hauser, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.
16.
  - 16.1. The Customer agrees that if an account is not settled in full:
    - 16.1.1. against order; or
    - 16.1.2. within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; Endress+Hauser is:
      - 16.1.2.1. entitled to immediately institute action against the Customer at the sole expense of the Customer; or
      - 16.1.2.2. to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Endress+Hauser may be entitled to in terms of this Agreement or in law. Endress+Hauser reserves its right to stop supply immediately on cancellation or on non-payment.
  - 16.2. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 11.1.1 and all amounts then outstanding shall immediately become due and payable.
  - 16.3. Endress+Hauser shall be entitled to withdraw credit facilities at any time within its sole discretion.
  - 16.4. Without limiting Endress+Hauser's rights or remedies, Endress+Hauser may at its discretion; terminate the Agreement; suspend the supply of services or all further deliveries of goods under the Agreement or any other contract between the Customer and Endress+Hauser with immediate effect by giving written notice to the Customer if:
    - 16.4.1. the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or



- 16.4.2. the Customer's financial position deteriorates to such an extent that in Endress+Hauser's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
  - 16.5. On termination of the Agreement:
    - 16.5.1. the Customer shall immediately pay to Endress+Hauser all of Endress+Hauser's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice as yet been submitted, Endress+Hauser shall submit an invoice, which shall be payable by the Customer immediately on receipt;
    - 16.5.2. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
17.
  - 17.1. In the event of cancellation, the Customer shall be liable to pay:
  - 17.2. the difference between the selling price and the value of the goods at the time of repossession; and
  - 17.3. all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
  - 17.4. In the event of cancellation of the Agreement by Endress+Hauser, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.
  - 17.5. In the event of cancellation of the Agreement by Endress+Hauser, it is entitled not to produce any unpaid
  - 17.6. balance of a contract and to recover any loss sustained thereby from the Customer.
18.
  - 18.1. All goods supplied by Endress+Hauser remain the property of Endress+Hauser until such goods have been fully paid for whether such goods are attached to other property or not.
  - 18.2. The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Endress+Hauser. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Endress+Hauser in the goods. In the event where Endress+Hauser gives permission that the unpaid goods maybe sold to a third party, the Customer does so as principal and not as the agent of Endress+Hauser.
  - 18.3. If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio or commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to Endress+Hauser.
19.
  - 19.1. The Customer shall be liable to Endress+Hauser for all legal expenses on the attorney-and-own-client scale incurred by Endress+Hauser in the event of:
    - 19.1.1. any default by the Customer or
    - 19.1.2. any litigation regarding the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, for any form of security that Endress+Hauser may demand.
  - 19.2. The Customer agrees that Endress+Hauser will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 25 of the Superior Courts Act No 10 of 2013.
20. The Customer agrees that no indulgence whatsoever by Endress+Hauser will affect the terms of this Agreement or any of the rights of Endress+Hauser and such indulgence shall not constitute a waiver by Endress+Hauser in respect of any of its rights herein. Under no circumstances will Endress+Hauser be estopped from exercising any of its rights in terms of this Agreement.
21. The Customer hereby consents that Endress+Hauser shall have the right to institute any legal action in either the Magistrate's Court or the South Gauteng High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.
22.
  - 22.1. Any document shall be deemed duly presented to and accepted by the Customer within:
    - 22.1.1. 5 (five) business days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member, or owner of the Customer; or
    - 22.1.2. within 24 (twenty-four) hours of being faxed to any of the Customer's fax numbers or any director, member, or owner's fax numbers; or
    - 22.1.3. on being delivered by hand to the Customer or any director, member, or owner of the Customer; or
    - 22.1.4. within 48 (forty-eight) hours if sent by overnight courier or
    - 22.1.5. within 7(seven) days of being sent by surface mail; or
    - 22.1.6. within 24 (twenty-four) hours of being e-mailed to any e-mail address provided by the Customer.
  - 22.2. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) as provided to Endress+Hauser below.
  - 22.3. The Customer undertakes to inform Endress+Hauser in writing within 7 (seven) calendar days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 (fourteen) calendar days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Endress+Hauser reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
  - 22.4. The Customer hereby consents to the storage and use by Endress+Hauser of the personal information that it has provided to Endress+Hauser for establishing its credit rating and to Endress+Hauser disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Endress+Hauser will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
  - 22.5. The Customer hereby consents that Endress+Hauser can provide personal information of the Customer to third parties, if the Customer has indicated Endress+Hauser as a trade reference to third parties and the Customer agrees that Endress+Hauser will not be liable for the good faith disclosure of any of this information to such third parties.
  - 22.6. The Customer hereby agrees that the credit facility is a variable credit facility and that Endress+Hauser shall be entitled to increase its credit limit from time to time.
  - 22.7. The Customer takes note that Endress+Hauser will treat the private information of the Customer in accordance with the Privacy Policy of Endress+Hauser (available on request).
23. The Customer shall:
  - 23.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention and

Combating of Corrupt Activities Act 12 of 2004 (as amended);

- 23.2. not engage in any activity, practice, or conduct which would constitute an offence under sections of the above-mentioned Act, if such activity, practice, or conduct had been carried out in the Republic of South Africa;
- 23.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the above-mentioned Act, to ensure compliance with the relevant requirements and will enforce them where appropriate;
- 23.4. promptly report to Endress+Hauser any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement.
24. The Customer agrees to the Standard Rates of Endress+Hauser for any goods or services rendered, which rates may be obtained on request.
25. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
26. Any order is subject to cancellation by Endress+Hauser due to any force majeure events including but not limited to acts of God or any circumstance beyond the control of Endress+Hauser, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought, pandemic or legislation.
27. Any order is subject to cancellation by Endress+Hauser if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination, or judgment is recorded against the Customer or any of its principals.
28. The Customer agrees that Endress+Hauser will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 26 or 27 occur.
29. If the National Credit Act 34 of 2005 (as amended) is applicable the following clauses shall not be applicable to this Agreement: clause 6.1, clause 21 and clause 22.6.
30. If the Consumer Protection Act 68 of 2009 (as amended) is applicable the following clauses shall not be applicable to this Agreement: clauses 6.1, 7.2, 7.4, 7.10, 8.1, 8.3, 8.4, 9.1, 12.2, 19.1, 21, 22.1, 22.2, 22.6.
31. This Agreement and its interpretation are subject to South African law.

AS WITNESSES:

1. \_\_\_\_\_  
Signature, Full Name and Surname

2. \_\_\_\_\_  
Signature, Full Name and Surname

*Domicilium* Physical Address of Customer - binding even if left blank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

Customer: \_\_\_\_\_ (Company Name)

Duly represented by: \_\_\_\_\_ (Person's Name)

Identity Number: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_