

STANDARD TERMS AND CONDITIONS OF SALE ("STCs")

1. Definitions:

- 1.1 "Customer" means the customer to whom Haggie Wire and Stand supplies the Products;
- 1.2 "Data Protection and Privacy Laws" means the applicable data protection and privacy legislation, regulation and/or any relevant industry body directive of the Republic of South Africa, which shall include inter alia the Protection of Personal Information Act 4 of 2013 ("POPI") and any law which may govern the protection of Personal Information;
- 1.3 "Order Confirmation" means, the written confirmation of acceptance issued to the Customer by Haggie Wire and Stand, pursuant to which Haggie Wire and Stand supplies the Products to the Customer;
- 1.4 "Force Majeure Events" means events beyond the control of Haggie Wire and Stand, the occurrence of which could not have been reasonably foreseen and which despite the exercise of diligent efforts, Haggie Wire and Stand was unable to prevent, or minimise and which prevents Haggie Wire and Stand from performing any obligation in terms of these STCs;
- 1.5 "Haggie Wire and Stand" means Haggie Wire and Stand South Africa (Pty) Ltd, a limited liability company duly incorporated under the laws of the Republic of South Africa;
- 1.6 "Parties" means Haggie Wire and Stand and the Customer;
- 1.7 "Personal Information" means information relating to an identifiable, living, natural person or if applicable, an identifiable, existing juristic person, including but not limited to that set out in section 1 of POPI;
- 1.8 "Processing" means any operation, activity or any set of operations, whether or not by automatic means, concerning Personal Information including but not limited to that set out in section 1 of POPI.
- 1.9 "Price" means the price for the Products as set out in the Order Confirmation;
- 1.10 "Products" means any products specified in the Order Confirmation including any components thereof;
- 1.11 "Rate/s" and "Charges" means, inter alia, rates of exchange, freight charges, insurance, railage, delivery costs, costs of labour, material, import duty, customs and excise, taxes and other ancillary rates and charges applicable to the Products;
- 1.12 "Haggie Wire and Stand IP" means all the intellectual property owned by or licensed to Haggie Wire and Stand in respect of the Products or their manufacturing process.

2. Scope

- 2.1 **By accepting the Products, the Customer agrees to be bound by these STCs which, together with the Order Confirmations issued by Haggie Wire and Stand to the Customer, shall govern the supply of the Products by Haggie Wire and Stand to the customer and no other terms shall apply, unless specifically agreed to in writing and signed by both Parties.**

- 2.2 Haggie Wire and Stand sells, and the Customer purchases the Products as principals and no other party shall have any rights/obligations hereunder.

3. Quotations and Orders

- 3.1 Any quotation given by Haggie Wire and Stand shall not be an offer by Haggie Wire and Stand to sell the Products, but constitutes an invitation by Haggie Wire and Stand to the Customer to do business with Haggie Wire and Stand.
- 3.2 A quotation shall be valid for a period of 7 days from the date of the quotation, whereafter it shall lapse and be of no force or effect.
- 3.3 All quotations are based on the Rates and Charges ruling at the date of the Quotation. These Rates and Charges may vary daily and accordingly Customer agrees that Haggie Wire and Stand may vary the Quotation should any variations in any of the Rates and Charges change prior to an Order Confirmation being issued by Haggie Wire and Stand.
- 3.4 Upon issue of an order confirmation by Haggie Wire and Stand, no variation or cancellation of such Order shall be binding on Haggie Wire and Stand, and Haggie Wire and Stand shall be entitled to impose reasonable charges for such variations or cancellations.
- 3.5 All specifications, illustrations, diagrams issued or given by Haggie Wire and Stand are a general guide and are for information purposes only and are not binding on Haggie Wire and Stand unless specifically agreed to in writing by Haggie Wire and Stand at the time of issuing the Order Confirmation.

4. Description of Products and Performance

- 4.1 All information supplied to the Customer by Haggie Wire and Stand in relation to the Products will not be deemed to be a representation/ inducement to enter into a contract with Haggie Wire and Stand.
- 4.2 Any specimen of the Products provided to a Customer shall be solely for the purposes of demonstration and shall not be deemed to be a contract for the sale of Products by sample.
- 4.3 Any performance figures given by Haggie Wire and Stand are based upon experience and results expected to be obtained during testing. Haggie Wire and Stand will not be liable for any failure to obtain such figures.

5. Price and Payment

- 5.1 Haggie Wire and Stand may publish price lists from time to time, which may change at any time without notification. Haggie Wire and Stand shall not be bound by the prices on the price lists.
- 5.2 Payment for the Products shall be C.O.D.
- 5.3 All invoices are payable without discount of any kind, in South African Rands and without deduction, withholding or set-off of any nature whatsoever.
- 5.4 All payments due to Haggie Wire and Stand shall be made by electronic funds transfer into Haggie Wire and Stand's bank account detailed on the Order Confirmation.
- 5.5 The Price of the Products shall be the price stated on the Order Confirmation. All Prices of the Products exclude Rates and Charges.
- 5.6 Haggie Wire and Stand reserves the right to adjust the Price of the Products to reflect any increase in the cost to Haggie Wire and Stand which is due to any factor beyond the control of the Haggie Wire and Stand (such as, without limitation, any foreign exchange fluctuation affecting raw materials, increase in cost of Products, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Haggie Wire and Stand adequate information or instructions).
- 5.7 If the Price, freight allowances or terms of payment hereunder or Haggie Wire and Stand's ability to make any such increase or change, should be altered or prohibited by reason of any law, governmental decree, order or regulation, Haggie Wire and Stand may cancel the affected Order Confirmation upon 30 days' written notice.
- 5.8 The Price and any additional charges payable by the Customer are exclusive of VAT.
- 5.9 If any amount payable by the Customer is not paid within 7 (seven) days after the due date then, without prejudice to Haggie Wire and Stand's other rights and remedies, such outstanding amount shall bear interest at the rate of 3% (three per cent) above the publicly quoted prime interest rate per annum ruling from time to time at which Haggie Wire and Stand's bankers from time to time lends on overdraft, compounded monthly in arrears. Such interest shall be paid on demand.

6. Ownership and Risk

- 6.1 **No ownership in and to the Products shall pass to the Customer until payment in full for the Products, and any other amounts which may be due in connection with the Products, have been received by Haggie Wire and Stand .**
- 6.2 Until ownership passes, the Customer shall not be entitled to sell or dispose of or otherwise encumber the Products in any way.
- 6.3 Haggie Wire and Stand shall be entitled, at any time before ownership passes to the Customer, to (i) repossess and dismantle (without being liable for any damage caused by so doing) all, or any, of the Products; and (ii) enter any premises of the Customer to inspect/collect the Products.
- 6.4 In the event of Haggie Wire and Stand exercising its rights under this clause, Haggie Wire and Stand shall be entitled to claim payment (which if claimed the Customer shall pay on demand) of any costs incurred by Haggie Wire and Stand in connection therewith, plus a handling charge equal to 10% of the amount invoiced by Haggie Wire and Stand for the Products (net of VAT).
- 6.5 Notwithstanding that the ownership in the Products shall not pass to the Customer until payment of the full Price therefore has been received by Haggie Wire and Stand , the Customer shall bear all risk in and to the Products upon delivery thereof (and, if delivery is to be made to the premises of the Customer, before offloading at the premises, notwithstanding that Haggie Wire and Stand may be in possession thereof for the purposes of installation or commissioning upon the installation of Products).

7. Delivery

- 7.1 The Products are deemed to have been delivered to the Customer when Haggie Wire and Stand makes them available to the Customer/its agent/any carrier (who shall be the Customer's agent, regardless of who pays its charges) at Haggie Wire and Stand's premises or other delivery point agreed by Haggie Wire and Stand in writing. Haggie Wire and Stand may, at its discretion, deliver the Products in instalments in any sequence.
- 7.2 Where the products are delivered in instalments, each instalment shall be deemed to be the subject of a separate agreement and no default or failure by Haggie Wire and Stand in respect of any one or more instalments shall vitiate the Order Confirmation in respect of Products previously delivered or of undelivered part/instalment of Products.
- 7.3 Any dates quoted by Haggie Wire and Stand for the delivery of the Products are approximate only and may reasonably vary and the Customer acknowledges that, in the performance expected of Haggie Wire and Stand , time shall not be of the essence.
- 7.4 The Customer shall not be entitled to resile from the agreement or to any other right or remedy against Haggie Wire and Stand on account of delays in effecting delivery or partial delivery, whether occasioned by any negligent act or omission on the part of Haggie Wire and Stand, its servants, agents,

- or any other persons for whom it is liable in law.
- 7.5 Should delivery have to be effected other than at the premises of Haggie Wire and Stand and should Haggie Wire and Stand be unable to obtain access to the delivery address in order to deliver and install the Products, or should the Customer fail to take delivery of the Products or fail to furnish the information, instructions, documents, licenses, consents or authorisations necessary to enable delivery thereof to be effected, the Products shall be deemed to have been delivered upon notification by Haggie Wire and Stand that the Products are ready for delivery and Haggie Wire and Stand shall be entitled to store or arrange for the storage of the Products, at the cost of the Customer.
 - 7.6 The signature of any employee of the Customer/its servants, agents or contractors or any other person for whose acts or omissions the Customer may be liable in law on any official delivery note, invoice, waybill of Haggie Wire and Stand or similar document of any authorised independent carrier shall constitute good and sufficient proof of delivery and receipt of the Products in sufficient quantity, quality and in satisfactory condition to the Customer, and shall be binding on the Customer.
 8. **Acceptance of Products**
 - 8.1 Unless the Customer notifies Haggie Wire and Stand in writing within 3 days from the date of delivery of the Products, and such notification is confirmed by Haggie Wire and Stand in writing within 2 days of receipt thereof, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Order Confirmation.
 - 8.2 Receipt by Haggie Wire and Stand of any Products returned by the Customer, for any reason whatsoever, shall not be construed as an admission of any fact(s) or a waiver of any rights by Haggie Wire and Stand.
 - 8.3 If, in its sole discretion, Haggie Wire and Stand agrees to accept the return of any Products for credit, the Customer shall be liable to pay Haggie Wire and Stand handling charge of fifteen percent (15%) on the invoice price of the Products so returned. This handling charge shall be invoiced to the Customer and becomes due and payable immediately by the Customer upon receipt of invoice.
 - 8.4 The Customer shall bear the onus of proving that upon delivery, any Products are missing or damaged.
 9. **Warranty and representations**
 - 9.1 In respect of Haggie Wire and Stand's warranties, Haggie Wire and Stand's sole and exclusive liability and Customers exclusive remedy will be limited to repair, replacement, or credit of the defective Product, at Haggie Wire and Stand's election, within a reasonable time. The warranty specifically excludes labour, and additional materials and any travelling expenses incurred in replacing defective Products. Haggie Wire and Stand will not be held liable under a warranty for any costs incurred for work done by other contractors unless authorisation is given in writing by Haggie Wire and Stand prior to commencement thereof. Products must be returned to Haggie Wire and Stand for inspection before any warranty claim will be authorised. Products under warranty must be returned to Haggie Wire and Stand. The warranty excludes repair, replacement or credit in respect of Product that has been damaged or rendered defective through negligence, incorrect application or installation. Only a director of Haggie Wire and Stand may alter or amend a warranty or undertaking.
 - 9.2 All Products are sold by reference to their specifications and not by sample, whether or not a sample has been submitted to or by the Customer. The Products are sold unexamined and it is for the Customer to examine and test the same for conformance to specifications, suitability for purpose and safety.
 - 9.3 Haggie Wire and Stand does not warrant that the use of the Products in any country outside of South Africa is free from infringement.
 - 9.4 Haggie Wire and Stand does not warrant that the Products will be fit for the purposes for which they are to be used by the Customer (notwithstanding that the use to which the Customer intends to put the Products is known to Haggie Wire and Stand).
 10. **Liability**
 - 10.1 The aggregate liability of Haggie Wire and Stand under to the Customer in respect of each event or series of connected events shall not exceed in the aggregate the Price paid by the Customer to Haggie Wire and Stand for the Products giving rise to the liability in question.
 - 10.2 Under no circumstances whatsoever, including as a result of its negligent acts or omissions or those of servants, agents or contractors or other persons, for whom in law it may be liable, shall Haggie Wire and Stand or its servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special or consequential loss or damage of any kind whatsoever or howsoever caused (whether arising under contract, or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the Customer, its directors and/or servants, including but not limited to any loss of profits, loss of operating time, anticipated savings, corruption or loss of information and/or loss of contracts.
 11. **Force Majeure**
 - 11.1 If a Force Majeure Event occurs, Haggie Wire and Stand shall as soon as reasonably possible notify the Customer in writing of the full particulars of the Force Majeure Event.
 - 11.2 The obligations of Haggie Wire and Stand are suspended, to the extent that they are affected by the Force Majeure Event, from the date of occurrence of the Event until cessation of the Event.
 - 11.3 On the cessation of the Force Majeure Event, Haggie Wire and Stand shall as soon as reasonably possible give written notice to the Customer of the cessation of the Force Majeure Event, and resume performance of the obligations suspended as a result of the Force Majeure Event.
 - 11.4 If the performance by Haggie Wire and Stand of any of its obligations is prevented or delayed by a Force Majeure Event for a continuous period in excess of 90 days, either Party shall be entitled to terminate the affected Order Confirmation by giving 7 days written notice to the other Party.
 12. **Intellectual Property**
 - 12.1 The Customer shall not acquire any rights in respect of the Haggie Wire and Stand IP.
 - 12.2 The Customer shall not reverse engineer, reverse compile and/or disassemble any part of the Haggie Wire and Stand IP, and/or copy, modify, enhance, or convert any of the Haggie Wire and Stand IP.
 - 12.3 If in Haggie Wire and Stand's reasonable opinion a claim is likely to be made in respect of infringement by Haggie Wire and Stand of the any third party intellectual property rights, the Customer's sole and exclusive remedy shall be to require Haggie Wire and Stand (at Haggie Wire and Stand's election) to either procure for the Customer the right to continue to use the Product, or modify or replace the infringing part of the Product so as to avoid the infringement or alleged infringement and the Customer shall provide Haggie Wire and Stand with all facilities and assistance as Haggie Wire and Stand may reasonably require in order to do so.
 13. **Confidentiality**
 - 13.1 Each party shall treat as confidential all information obtained from the other pursuant hereto which is either marked as being confidential or has the necessary quality of being confidential about it, and shall not divulge such information to any persons (except to such Party's own employees, and then only to those employees who need to know the same) without the other Party's prior written consent, provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date otherwise than as a result of a breach of this clause.
 - 13.2 Each party shall ensure that its employees are aware of and comply with the provisions of this clause.
 - 13.3 If Haggie Wire and Stand appoints any subcontractor, then Haggie Wire and Stand may disclose confidential information to such subcontractor subject to such subcontractor giving an undertaking in similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of these STCs or any part thereof.
 - 13.4 Notwithstanding the above, the Customer consents to Haggie Wire and Stand Ropemaking enquiries about the Customer's credit record with any credit reference agency or other party. Haggie Wire and Stand may also provide credit reference agencies with regular updates regarding the manner in which the Customer conducts its account including any failure to comply with its obligations. The Customer further consents to such credit reference agencies making the Customer's credit record and details available to other credit grantors.
 14. **Data Privacy and Protection**
 - 14.1 The parties acknowledge that during the course of their engagement with one another, they may be exposed to Personal Information of the other party.
 - 14.2 The parties specifically record that all Personal Information shall constitute confidential information and as such shall be protected as provided for in clause 13 of this agreement.
 - 14.3 The parties warrant in favour of the other that they shall at all times strictly comply with all Data Privacy and Protection Laws in the in the Processing of any Personal Information disclosed in terms of this agreement.
 - 14.4 The parties further warrant in favour of the other that all Personal Information, disclosed in terms of the agreement, has been lawfully acquired and disclosed in terms of Data Privacy and Protection Laws.
 - 14.5 Upon termination of the agreement, at the instance of either party, any Personal Information, disclosed during the course of the parties' engagement with one another, shall be returned and/or destroyed as far as reasonably possible.
 15. **Business Integrity Policy**
 - 15.1 The Customer acknowledges that Haggie Wire and Stand has a Business Integrity Policy. Copies of the Business Integrity Policy may be viewed on TBC.co.za and are available from Haggie Wire and Stand on request. Haggie Wire and Stand expects the Customer to maintain a consistently high standard of integrity in all its business relationships with the Haggie Wire and Stand and to foster the highest possible standards of professional competence in all its activities. To this end, in supplying Goods to the Customer, the Customer agrees that it shall not knowingly take any action which violates the Business Integrity Policy. Further, no employee of the Customer is authorised to propose to Haggie Wire and Stand or approve any conduct inconsistent with Business Integrity Policy.

- 15.2 Haggie Wire and Stand shall, notwithstanding any other provision in this agreement, have the right to summarily terminate its business relationship and any associated agreements with the Customer if the Customer is in material breach of the Business Integrity Policy and, in the case of breaches which are capable of remedy, the Customer fails to remedy such breach, after written notification by Haggie Wire and Stand of such breach.
- 15.3 If the Customer or any of its employees is, in Haggie Wire and Stand's sole discretion, found to be involved in corruption or criminal activity on Haggie Wire and Stand's premises or in the course of performance of this agreement in terms of an order received from the Customer, the Customer will be imposed a penalty of R10 000 (Ten Thousand Rand), immediately payable by the Customer and Haggie Wire and Stand may at its sole discretion terminate the agreement without being liable to the Customer in any manner whatsoever.
- 16. Breach**
- 16.1 If the Customer breaches any of the terms or conditions hereof or any other agreement with Haggie Wire and Stand or fails to pay any amount payable by it on due date or commits any act or omission of which fraud is a component or commits any act of insolvency or endeavours to compromise generally with its creditors or does or causes to be done anything which may prejudice Haggie Wire and Stand's rights hereunder or at all allows any judgement against it to remain unsatisfied for 7 (seven) days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, Haggie Wire and Stand shall be entitled, without prejudice to any other right which it may have in law, to elect to (i) treat as immediately due and payable all amounts due by the Customer to Haggie Wire and Stand and to claim such amounts, including interest thereof, and to cease performance of its obligations hereunder as well as under any other contract with the Customer until the Customer has remedied the breach; or (ii) terminate all outstanding Order Confirmations and retake possession of any of the Products not yet paid for in full.
- 16.2 Haggie Wire and Stand shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the Customer is indebted to Haggie Wire and Stand in any amount whatsoever or if the Customer fails to comply with any other obligations to Haggie Wire and Stand, whether arising out of these STCs or otherwise. In particular, without limiting the generality of the foregoing, if delivery of any particular Order Confirmation is to take place in stages, Haggie Wire and Stand shall not be obliged to deliver any further parts thereof until the Price, in respect of the part of the order already delivered, has been paid in full.
- 16.3 For purposes of provisional sentence or summary judgement or any other litigation proceedings, a certificate under the hand of the Chief Financial Officer of Haggie Wire and Stand as to any fact, matter or thing relating to the indebtedness of the Customer to Haggie Wire and Stand, shall be prima facie proof of the contents and correctness thereof and of the amounts of the Customer's indebtedness against the Customer in any competent court, and shall be valid as a liquid document for such purposes. Such a certificate shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action or other proceedings instituted by Haggie Wire and Stand against the Customer.
- 16.4 Where work is only partly completed, whether due to Haggie Wire and Stand's breach or otherwise, Haggie Wire and Stand will be entitled to payment on a quantum meruit basis for all work done or parts/installments of Product delivered prior to termination. Where Haggie Wire and Stand is in breach, payment will be for work done prior to the breach.
- 17. General**
- 17.1 These STCs constitutes the whole agreement between the Customer and Haggie Wire and Stand relating to the subject matter thereof. No amendment or cancellation hereof and no settlement of any disputes arising thereunder, and no extension of time waiver or relaxation or suspension of any of the provisions or terms thereof, or of any agreement, bill of exchange or other document issued pursuant to or in terms thereof shall be binding unless agreed in writing by both Parties.
- 17.2 No extension of time or waiver or relaxation of any of the provisions or terms hereof or, bill of exchange or other document issued or executed pursuant to or in terms of thereof, shall operate as an estoppel against Haggie Wire and Stand in respect of its rights hereunder, nor shall it operate so as to preclude Haggie Wire and Stand thereafter from exercising its rights strictly in accordance herewith.
- 17.3 Haggie Wire and Stand shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. No person other than Haggie Wire and Stand's authorised representative has any authority to delete, amend or in any respect vary any of these conditions or accept any other conditions or agree to a consensual cancellation hereof.
- 17.4 The Customer shall not cede or assign or otherwise transfer any of its rights and obligations hereunder, whether in whole or in part, without the prior consent of Haggie Wire and Stand.
- 17.5 If any provision of these STCs is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provisions in question shall not be affected thereby.
- 17.6 These STCs shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall exclusively be subject to the jurisdiction of the South African Courts.
- 17.7 The parties shall adhere to and comply with all applicable legislation and, in particular, the provisions of the Protection of Personal Information Act 4 of 2013.
- 17.8 In the event of a conflict between these STCs and the terms and conditions reflected on an Order Confirmation, the terms and conditions of the Order Confirmation shall apply.

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