

STANDARD CONDITIONS OF SALE AND TENDER

In the event that Voltex MV/LV Solutions (Pty) Ltd's tender is successful (**which tender is deemed to include all of the terms and conditions contained herein**) and the Customer accepts Voltex MV/LV Solutions (Pty) Ltd's quotation, the Customer shall automatically be bound by the following terms and conditions, which terms and conditions are in addition to and not in substitution of Voltex MV/LV Solutions (Pty) Ltd's standard "Terms and Conditions of Sale".

1. DEFINITIONS

- 1.1. BOQ - Bill of Quantities
- 1.2. CLO - Contact Liaison officer to manage labour
- 1.3. The Company - Voltex MV/LV Solutions (Pty) Ltd
- 1.4. The Customer – The party which accepts the Company's tender / quotation and confirms and places a firm order on the Company in terms thereof
- 1.5. EPWP - Expanded Public Works Programme
- 1.6. OHS Act - Occupational Health & Safety Act
- 1.7. P & G'S - Preliminary and General items to complete the contract

2. QUOTATIONS AND CONTRACT ACCEPTANCE

- 2.1. A quotation provided by the Company to the Customer shall be capable of acceptance by the Customer within the period stated therein or, where no period is stated, for a maximum period of thirty (30) days as calculated from the date of the quotation. The Company reserves its rights to withdraw its quotations prior to receiving written acceptance from the Customer.
- 2.2. Unless otherwise stated by the Company in writing, all prices quoted shall be subject to foreign exchange variations, Contract Price Adjustment (CPA) and / or any other conditions as may be stipulated in such quotations.
- 2.3. Where a CPA formula is applicable, a certificate issued by the Company's auditors, acting as experts and not as arbitrators, relating to the Company's variation in costs shall be binding on the Customer.
- 2.4. Goods relating to contracts shall be subject to adjustment due to any changes in the cost of materials, labour, transportation, rates of exchange and taxes that take place between date of quotation and the date of completion of the contract. The Company shall be entitled, in its discretion, to adopt any recognised formula for price variation charges or the Company may use the ruling SEIFSA method at such time.
- 2.5. In the event that the Customer accepts a quotation, subject to terms at variance with the quotation and / or at variance with any terms and conditions which are contained herein, such Customer's terms shall be of no force or effect unless the Company has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by the Customer shall apply. Without limiting the aforesaid, the Company shall not be regarded as having agreed to the Customer's terms by virtue merely of the Company having agreed to execute an order in which inconsistent terms have been introduced by the Customer and despite the fact that the Company has not rejected such inconsistent terms.
- 2.6. Upon written acceptance of the Company's quotation, the Customer shall submit to the Company an official written purchase order, corresponding to the BOQs which are annexed hereto as annexures "V1 to V4". In this regard:
 - 2.6.1. The Customer acknowledges and accepts that the Company has not, in any manner whatsoever, advised the Customer on any of the goods which are the subject of its order ("the goods"), nor has the Company warranted that the goods will be fit for any particular purpose. The Customer accordingly has not relied in any manner whatsoever on any representations by the Company in awarding the project to the Company and /or accepting the tender quotation;
 - 2.6.2. The Customer warrants and irrevocably agrees that the specifications which are set out in annexures "V1 to V4" hereto are 100% accurate and as per the Customer's requirements.
 - 2.6.3. The Customer's order is not subject to change and given, inter alia, that the goods are being specially manufactured for the Customer, the Customer may not, on any basis whatsoever, cancel its order.
- 2.7. Should the Customer wish to proceed with the contract on credit, it shall be obliged to complete the Company's application for credit facilities and fulfil the Company's credit requirements.
- 2.8. All purchase orders are subject to the prevailing credit terms and conditions applied by the Company in the ordinary course of its business.
- 2.9. The Company reserves the right to make any reasonable changes to the design or form of any goods ordered by the Customer provided that the required performance, quality and specification of the goods shall remain unaffected.
- 2.10. The Company's quotation excludes any spares, parts, items, equipment, transport, fees, certification and or labour not specifically mentioned in the Bill of Quantities and all omissions or errors will be subject to recalculation or re-measurement.

3. CONDITIONS OF CONTRACT

3.1. All imported material content, including but not limited to the following, shall be subject to foreign exchange variations and the base date will be (insert date).

3.1.1. (List Item(s) and price in rand equal to foreign currency)

3.2. The remainder of the quotation is subject to escalation using the SEIFSA formula.

3.3. The Company shall not commence with any manufacture until such time as the Customer has signed and approved all required drawings and manufacturing documentation. The Company shall be absolved of all liability for delays as a result of the Customer's failure to approve and sign off the aforesaid documentation timeously. For the avoidance of doubt, it is recorded that the Company shall not act on verbal approvals. All approvals of drawings and manufacturing documentation must be in writing and by notation of signature on actual drawings or documentation.

4. DELIVERY

4.1. In the event that the Customer does not provide the Company with forwarding instructions within 7 (seven) days after having received notification from the Company that the goods are ready for delivery, the Company shall be entitled to invoice the Customer immediately for such goods and to store the goods on the Customer's behalf, at the sole risk and expense of the Customer, which cost and expense shall include but not be limited to handling charges, storage charges and / or related expenses.

4.2. The Customer shall ensure that the Company is given free and unfettered access to the premises nominated for the delivery of the goods. In the event that the Customer is not able to provide such access or in the event of the Customer requesting a suspension or delay in performance by the Company, the Company shall be entitled to claim from the Customer any additional costs incurred by the Company by virtue of such suspension or delay.

4.3. Where applicable, the Customer shall be obliged to ensure that the address nominated for the delivery of the goods by the Company has been prepared in accordance with the Company's recommended specifications as contained in its quotation and that all necessary electrical and other installations and fittings are available in accordance with such specifications.

4.4. The Company shall make every reasonable endeavour to ensure timeous delivery of the goods on the written terms and conditions agreed between the Customer and the Company. The Company shall however not incur any liability of any nature whatsoever for late deliveries or for events beyond its reasonable control.

4.5. In so far as may be applicable, any times frames for delivery may be dependent upon receiving certain information from the Customer. Whenever a delay is occasioned by any instructions (or the lack thereof) by the Customer or as a result of a force majeure event or any other circumstances which are beyond the Company's control, the time of delivery shall be extended by the period of such delay. Should the Company decide, in its sole and absolute discretion, that the delay is unreasonable, the Company shall be entitled to cancel or suspend delivery of the goods without prejudice to its rights to receive payment for goods already delivered to the Customer and without prejudice to its right to claim damages.

4.6. Signature by the Customer or by any representative of the Customer of the Company's delivery note shall be regarded as acceptance by the Customer that the goods reflected in such delivery note have been properly and completely delivered.

4.7. Where delivery of goods is spread over a period of time, each separate delivery thereof shall be invoiced when delivered and each invoice shall be treated as a separate transaction and payable accordingly.

4.8. The risk in and to the goods shall pass from the Company to the Customer on the date of delivery to the Customer's designated site (or to its nominee or agent) notwithstanding the fact that ownership will not pass to the Customer until full payment of the purchase price has been made to the Company.

4.9. Storage of the goods by the Company as contemplated in clause 4.1, shall be deemed to constitute delivery for the purposes of this clause.

5. PAYMENT TERMS

5.1. Unless otherwise stated, the Company's quotation is nett and payable on the following terms:

5.1.1. 30 Days from date of invoice.

5.2. Upon the Company's submission of its monthly progress claims / invoices to the Customer or its duly authorised representative (being the Engineer or Principal Agent), the Customer or its duly authorised representative undertakes to process same and submit all queries or requests for amendments within 5 business days of receipt of same, failing which the progress claims/ invoices shall be deemed to be in order and correct in all respects.

5.3. The Customer shall be responsible to inform the Company, timeously and in writing, of any specific requirements regarding the style and manner in which invoices must be submitted by the Company. The Company shall not accept any delays in payment occasioned by invoices not being in accordance with the Customer's requirements due to the Customer not having informed the Company of the aforesaid requirements during the relevant processing period.

5.4. Unless otherwise stated, the Company offers no early settlement discounts on accounts paid prior to, on or after 30 days.

6. TRENCHING

6.1. The Company will not be liable for any damages to any underground services (including but not limited to electrical, gas, water, IT and / or communication networks) while trenching, unless complete drawings with specific measurements and information of these services are provided by the Customer to the Company prior to the commencement of trenching.

- 6.2. Any damage caused as a result of the Customer failing to provide the Company with complete, accurate and comprehensive drawings with specific measurements prior to trenching, will be for the Customer's account and the Customer shall be obliged to remedy such damage before the Company continues with further trenching.
- 6.3. The Company shall be deemed to have been granted an extension to deliver should its delivery be delayed by occurrences mentioned in this clause and all costs incurred by the Company due to such delays shall be for the Customer's account.
- 6.4. The Customer acknowledges that any delays experienced by the Company due to abnormal climatic conditions which are of such a severe nature as to prevent labourers from executing the trenching and/or which result in flooding of the trenches (which may/or may not have the effect of collapsing the trenches) and which requires remedial work, will result in an extension of time to the project programme with the costs associated therewith payable by the Customer in accordance with the number of days reasonably lost as a result of the delay and the number of days required to remedy the trenches for the execution of the works.

7. GOODS/MATERIALS RETURNED

- 7.1. The goods/materials which are subject to the Customer's order may not, for any reason whatsoever and howsoever arising, be returned to the Company unless such return has been approved by an authorised representative of the Company in writing within five (5) days from delivery of goods/materials to the Customer. The Company shall be entitled to levy a ten (10%) percent handling fee for the returned goods/materials.

8. DELAYS, COMMISSIONING AND COMPLETION OF WORKS

- 8.1. In the event of a variation in the order at the instance of the Customer or as a result of lack of instructions from the Customer or as a result of a delay caused by the Customer or a force majeure event as contemplated in clause 26 of the Company's Standard Terms and Conditions of Sale, the Company shall be entitled to increase the price quoted by a sum of money sufficient to cover the extra expenses incurred by the Company as a direct or indirect consequence of such variations or delay. Furthermore, the Company reserves its right to invoice progress payments to cover the costs of materials and labour incurred to date.
- 8.2. The Customer acknowledges and agrees that should the Company be delayed and/or prevented from carrying out the requisite commissioning of its completed works as a result of any act / omission/ delay by the Customer or its employer or any other third party, the Company shall be entitled to render its invoice for its completed works, less the costs associated with the commissioning, which invoice will be payable on the terms of payment relating to the project. Accordingly the Customer may not withhold payment of the invoice in respect of the completed works as a result of acts / omissions/ delays contemplated by this clause.
- 8.3. Should the Company attend on site and for any reason beyond its (or its employees) control, be prevented or delayed from carrying out the commissioning of the works, the Company may, in its sole and absolute discretion, charge any additional costs incurred in respect of the commissioning (including but not limited to cost of labour on site, travelling and equipment).
- 8.4. The Customer shall be solely responsible for arranging shutdown dates with its Employer. In this regard, the Customer shall be obliged to furnish the Company with 30 days written notice of such shutdown dates. The Company shall be under no obligation to meet shutdown dates if it did not receive the required 30 days' written notice period.
- 8.5. The Company shall provide basic training on the MV Switchgear and the PT100 Temperature Controller pertaining to the Transformers only. No other Training shall be provided by the Company unless otherwise agreed to in writing by the Company.

9. OVERTIME

- 9.1. The Company's quoted rates in respect of labour specifically exclude any acceleration of the project.
- 9.2. The quoted rates in respect of labour are based specifically on the following working hours: Monday to Thursday 07h00 to 16h00 and Friday 07h00 to 14h00.
- 9.3. No overtime has been quoted for.
- 9.4. Should circumstances beyond the Company's control necessitate overtime charges, such charges will be added to the quoted rates and shall be for the Customer's account.

10. TIME RELATED PRELIMINARIES AND GENERALS (P & Gs), If applicable

- 10.1. The Company's time related P&Gs amount is calculated on a monthly rate and multiplied by the number of months anticipated to complete the contract. The number of months is reflected on the time related P&G in the contract document and therefore the Customer can ascertain the monthly P & Gs rate by observing the whole amount divided by the months indicated to complete the project.
- 10.2. The Customer's liability in respect of the P&G's will commence on the signing of the contract or the agreed commencement date, whichever arises first, and will continue until final completion date.
- 10.3. In the event that the project time period exceeds the anticipated time period for completion, the monthly rate in respect of P&Gs (as indicated in the bill of quantities) will apply, and will be payable by the Customer on a monthly basis (whether the Company remains on site or not). This provision is applicable to Time Related P&G's and will not be linked to the value of the contract or the value of the amount claimed for in respect of the contract. IE: if in interim claim 1 we have completed work to the value of 10% of the project value, the Company will still be entitled to claim the full amount/rate for time related P&G's for the month.

- 10.4. The Company has based its quotation on the assumption that there will be uninterrupted site access. Accordingly, any delays to the project programme due to interrupted site access will result in an extension to the project programme with additional costs, which costs shall be for the Customer's account.
- 10.5. The Company has based its quotation on the assumption that it shall execute the works within the period specified in its quotation. In the event that the works are not completed within such period due to circumstances beyond the control of the Company, the Company reserves its right to claim additional P & Gs in the manner indicated above.

11. VARIATIONS

- 11.1. Should the Customer require, at any stage of the project, that additional work be carried out by the Company, the Customer shall be required to issue the Company with the requisite site instruction. Upon receipt of the site instruction, the Customer's credit limit with the Company will be re-evaluated and further documentation and / or securities may be required prior to acceptance of the said additional Purchase Order/ Variation Order.
- 11.2. The Company will thereafter issue a quotation in respect of the additional work. If the quotation is acceptable, the Customer shall provide the Company with a written purchase order and thereafter the work will commence.

12. NON-ACCEPTANCE OF PENALTIES

- 12.1. The Company shall not, for any reason whatsoever and howsoever arising, accept liability for any penalties and the Customer fully indemnifies the Company in this regard.

13. GUARANTEES AND RETENTIONS

- 13.1. The Company shall not agree to any retention deductions from payment certificate(s).
- 13.2. The Company shall not provide any performance bonds or retention bonds.

14. SECURITY

- 14.1. The Company shall not be responsible for providing any security on site, unless otherwise agreed to in writing and at an additional cost, which cost shall be for the Customer's account.

15. EPWP

- 15.1. The Company has made no allowances in its tender/quotation for an EPWP programme or for the appointment and use of a CLO.
- 15.2. The Company has made no allowance for local labourers (ie: labour workforce from the local community) in its tendered price. Should the Customer require that local labourers be used on the project, the Company shall have the right to:
 - 15.2.1. either amend its tendered / quoted price and programme for the completion of the works, so as to make adequate provision for the additional cost implications; or
 - 15.2.2. secure the services of local labourers for and on behalf of the Customer, at the Customer's sole expense. In this regard, the Company shall in no way be liable for facilitating payments in respect of such appointments; or
 - 15.2.3. contract with a Labour Broker at the Customer's sole expense.

16. MEDICALS AND INDUCTIONS

- 16.1. The Company has made allowance in its tendered price/ quotation for standard OHS Act related medicals to be conducted, however no provision has been made for any site or customer specific medicals or inductions, or any specialized PPE requirements. The Customer is required to inform the Company in writing should it require site or customer specific medicals, inductions and/ or any specialized PPE requirements. In this regard, the Company shall have the right to amend its tendered price to make provision for such specific requests.
- 16.2. The Company has made no provision in its tendered price / quotation for labourers to attend any site specific courses relating to site specific medicals or inductions. The Customer is required to inform the Company in writing should it require labourers to attend such courses. In such event, the Company shall be entitled to amend its tendered price, by including the cost of the site specific course per labourer.
- 16.3. The Company has made provision in its tendered price / quotation for a maximum of two hours for the purposes of carrying out the requisite inductions. The Customer shall be obliged to advise the Company in writing, prior to the tender award, should it require inductions in excess of two hours. In such event, the Company shall be entitled to amend its tendered price to make provision for such induction requirements.

17. SAFETY

- 17.1. The Company has made provision within its tendered/quoted price for a Safety file in respect of the project. Should the Customer have specific safety requirements, it is obliged to inform the Company in writing of such requirements. The Company shall be entitled to amend its tendered price to make provision for such specific safety requests.

- 17.2. The Customer, or its duly authorised representative, acknowledges and agrees that it bears the onus to provide, at the time of tender, hard copies of any site specific safety measures that it requires to be adopted or incorporated with the contract data. The mere reference of site specific safety measures, protocols, standards, requirements, specification or like documents within the contract data shall not be deemed to incorporate them into the contract unless a hardcopy of same has been provided to the Company at the time of tender. Should the required documentation be voluminous, the Company will accept an electronic file format copy of the aforesaid, provided that it has been emailed to the Company at the time of tender.
- 17.3. The Company shall not compromise any installation standards, capital equipment or safety requirements as a result of pressurised deadlines. The Company shall not be held responsible for any damages of any nature whatsoever, including but not limited to penalties and or delays, as a result of non-works or delayed works due to the Company's safety concerns or risks on site. In such event, all nominated and responsible agents of the project shall meet and agree on a safe working plan/procedure before the Company proceeds or continues with such works.

18. WARRANTIES

- 18.1. Subject to any applicable law, any goods sold to the Customer shall be regarded as having been sold as is, without warranty against latent defects and no liability shall arise on the part of the Company for any representation or warranty made or alleged to have been made at any time in respect of the goods sold by the Company to the Customer.
- 18.2. In so far as may be applicable, any performance figures provided by the Company are approximate figures only. The Company accepts no liability of any nature whatsoever for failure of goods to attain performance figures unless such performance figures were specifically guaranteed by the Company in writing and subject to the recognized tolerances applicable to such figures, in which event the Company's liability shall be limited to the amount specifically agreed by the Company in writing prior to the acceptance of the order.
- 18.3. The Company gives no warranty or representation that any goods sold by it are fit for any particular purpose. All drawings, specifications, masses, dimensions, performance figures, catalogues, brochures and other descriptive documentation relating to goods sold by the Company are approximate only and are intended to give general information regarding the goods and are accordingly not warranties or representations and shall not bind the Company in any way whatsoever.
- 18.4. In so far as may be applicable, the Customer assumes full responsibility for all discrepancies, errors, omissions or ambiguities in drawings and / or other particulars supplied by it to the Company. Furthermore, the Customer fully indemnifies and holds the Company harmless against all liabilities of any nature whatsoever and howsoever arising which are incurred by the Company as a result of manufacturing goods in accordance with the Customers' designs, specifications and / or express or implied instructions. Such liabilities may include but are not limited to: damages, losses, expenses and costs awarded against or incurred by the Company due to any proceedings, claims or demands which may be brought against the Company for actual or alleged infringement of any patent, copyright, design, trademark or any other rights or for the injury, death, loss or damage to any third party or any property of any third party by reason of any defect in any goods which have been manufactured in accordance with the Customers' designs, specifications and /or express or implied instructions.
- 18.5. The lifespan of goods sold by the Company, which is indicated on the Company's packaging from time to time, is an approximate estimate only and the warranty period relating to such goods shall be the applicable period for the purposes of any claim by the Customer.
- 18.6. Subject to applicable law, the Company's liability in respect of any claim based on defective goods shall be limited to repairing or replacing such defective goods, at the discretion of the Company, during any applicable warranty period, provided that such defective goods are returned to the Company, in their original state and at the Customers cost, within the applicable warranty period. Unless otherwise agreed in writing, the warranty period shall commence from date of delivery of the goods, irrespective of the date of installation or commissioning. In circumstances where the goods are not manufactured by the Company, the Company's liability under this clause shall in no circumstances extend beyond any corresponding liability of the manufacturer or supplier of such goods to the Company.
- 18.7. All goods are supplied and all work is performed by the Company on the condition that the Company shall in no circumstances whatsoever be liable to the Customer or any other party for loss of contracts or profits or any damage, whether direct or indirect, consequential or otherwise, howsoever caused or incurred, including but not limited to loss or damage attributable to its negligence or the negligence of its servants, employees or agents.
- 18.8. In no circumstances will the Company be liable to the Customer or any third party for any direct or indirect damages, whether such damages arise out of contract or delict and whether consequential or otherwise.

19. DISPUTE RESOLUTION

- 19.1. The parties agree and undertake to use their best endeavours to resolve any dispute arising out of or in connection with this agreement and/or the implementation and/or termination thereof, provided that, save as otherwise specifically provided in this agreement should any such dispute arise and remain unresolved for a period of 10 business days, either party shall be entitled to require, by written notice to the other, that the dispute be submitted to arbitration in terms of this clause.
- 19.2. Subject to the provisions of this clause, an arbitration shall be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa, provided that –
- 19.2.1. the arbitrator shall be, if the question in issue is –
 - 19.2.2. primarily an accounting matter, an independent practising accountant of not less than ten (10) years' standing;
 - 19.2.3. primarily a legal matter, a practising senior counsel or attorney of not less than ten years' standing;
 - 19.2.4. any other matter, a suitably qualified independent person agreed upon by the parties and failing such agreement within three days after the date on which the arbitration is demanded, shall be appointed by the committee of the Arbitration Foundation of Southern Africa (who may appoint one of their number) who may be instructed by either party to make the nomination at any time after the expiry of that three day period;
- 19.3. the arbitration shall be held at a venue in Sandton, Gauteng and in accordance with formalities and or procedures determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedure, pleadings and/or discovery, or the strict rules of evidence;

- 19.4. the arbitrator shall be entitled –
- 19.4.1. to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all the books and records of either party to the dispute, and the right to take copies or make extracts therefrom and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
 - 19.4.2. to interview and question under oath representatives of either of the parties;
 - 19.4.3. to decide the dispute according to what he considers just and equitable in the circumstances;
 - 19.4.4. to make such award, including an award for costs, specific performance, an interdict, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate, provided that should the arbitrator fail to make an award with regard to costs, the cost of the arbitrator shall be borne equally between the parties;
- 19.5. the arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within thirty days after it has been so demanded;
- 19.6. immediately after the arbitrator has been agreed upon or nominated, either party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.
- 19.7. Any award that may be made by the arbitrator –
- 19.7.1. shall be final and binding;
 - 19.7.2. will be carried into effect; and
 - 19.7.3. may be made an order of any court to whose jurisdiction the parties to the dispute are subject.
- 19.8. The provisions of these arbitration provisions shall not preclude any Party from access to an appropriate court of law for any urgent or interim relief in the form of an interdict, mandamus or order for specific performance, pending the outcome of the arbitration proceedings, and the Parties irrevocably submit to the jurisdiction of the High Court of South Africa in this regard.
- 19.9. This clause is severable from the rest of this agreement and shall, notwithstanding the termination of this agreement, remain in full force and effect.

20. TERMINATION / CANCELLATION OF THE CONTRACT

- 20.1. Save where otherwise provided for in this agreement, should the Customer-
- 20.1.1. fail to pay any amount payable under this agreement within seven days after receipt of written demand requiring such payment; or
 - 20.1.2. commit a breach of any provision (other than a payment obligation) of this agreement and, if such breach is capable of remedy, fail to remedy such breach within thirty days after receipt of written demand from the Company requiring it to do so; or
 - 20.1.3. is placed under liquidation, judicial management or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily; or
 - 20.1.4. commit any act which if committed by a natural person would constitute an act of insolvency; or
 - 20.1.5. become insolvent; or
 - 20.1.6. compromise or attempt to compromise generally with any of its creditors; or
 - 20.1.7. have a final judgment taken against it which is not satisfied within thirty days after the granting of such judgment, or
 - 20.1.8. repudiate the contract; or
 - 20.1.9. fail to process and submit progress claims; or
 - 20.1.10. interfere with or obstruct the issuing of any certificate

then the Company shall be entitled, without prejudice to any of its other rights under this agreement and/or in law and by giving written notice, to immediately cancel this agreement or to claim immediate specific performance of all of the Customer's obligations whether or not due for performance, in either event without prejudice to the Company's right to claim damages.

- 20.2. Furthermore, the Company shall be entitled, subject to any applicable law, in its sole discretion and without notice to the Customer, to take possession of any such goods (wherever they may be found) which have not been paid for by the Customer, in which event the Customer shall be entitled to a credit in respect of the goods so returned at the price at which the goods are sold or the value of the goods as determined by the Company. The Customer indemnifies the Company in respect of any claim against the Company arising from this clause. In the event that the Company exercises its rights in terms of this clause, the Customer hereby, without any conditions, authorises the Company to seize and remove any such goods which have not been paid for from any location whatsoever.

21. GENERAL CONDITIONS

- 21.1. The Company's obligations shall be for supply and installation of the items priced in the BOQs attached hereto only. No additional works, materials or equipment shall be provided unless approved by way of a formal variation order.

- 21.2. The Company shall not be responsible for general design of the works. The Grading and Protection MV Network Design has been allowed for as per Customer's specifications. Approval of Drawings and Manufacturing documentation shall absolve The Company of any design liability thereafter.
- 21.3. The Company has made no allowance for any civil works whatsoever.
- 21.4. The Company scope of works shall include the re-terminating of the existing cable infrastructure to the new equipment to be installed as per the BOQ. Any extensions, or materials not specifically priced in the BOQ shall be excluded from the Company's scope of works. Should additional materials or cable extensions be required the Customer shall be required to raise an appropriate Variation Order.
- 21.5. Upon acceptance of the Order, the Company shall provide a preliminary programme for execution of the works to the Customer. Delivery in accordance with such programme shall be dependent upon the Customer timeously approving and executing all required documentation and paying all invoices in accordance with the Company's payment terms. Any delays or failures on the part of the Customer shall relieve the Company of all time related obligations in respect of the programme.

22. APPLICABLE LAW AND JURISDICTION

- 22.1. All matters arising from or in connection with this agreement, its validity, existence, interpretation or termination shall be determined in accordance with the laws for the time being of the Republic of South Africa.
- 22.2. Subject to the provisions of this agreement the parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa (South Gauteng High Court) for the purpose of any urgent or interdictory relief.

23. DISCREPANCIES

- 23.1. Should there be any discrepancy between the scope of works and the bill of quantities, the bill of quantities shall take preference.
 - 23.2. Should there be any discrepancy between the scope of works and these "Standard Conditions of Sale and Tender", these "Standard Conditions of Sale and Tender" shall take preference.
 - 23.3. Should there be any discrepancy between the Company's Standard Terms and Conditions of Sale and these "Standard Conditions of Sale and Tender", these "Standard Conditions of Sale and Tender" shall take preference.
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