

NOVASOL AFRICA (PTY) LTD. STANDARD TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** These terms and conditions (“Terms”) and Novasol Africa (Pty) Ltd’s [“Novasol”] quotation apply to all transactions (“Transaction”) between Novasol and its customer [“Customer”] for the supply of any goods or services (“Products”). Any order or acceptance of delivery by the Customer shall be deemed an assent to these Terms notwithstanding the inclusion of different or additional terms and conditions on any order which Customer may give to Novasol, and which shall be deemed rejected by Novasol, notwithstanding Novasol's shipment of the Products and/or, Novasol's acceptance of any order. In any event, if there is any inconsistency or conflict between the Terms and Customer's order, the provisions of the Terms shall prevail.
2. **ENTIRE AGREEMENT:** These Terms and Novasol’s quotation constitute the sole record of the terms of the agreement between Customer and Novasol relative to the Transaction, and there are no warranties, understandings or agreements relative thereto other than those stated herein or in Novasol’s quotation.
3. **ORDERS:** In the event of an order being given to the Novasol on the Customer’s official order form, the Customer shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorized by the Customer.
4. **CHANGE OF PRICE AND INTEREST:** Novasol reserves the right to adjust the prices and delivery charges for the Products should the rate of exchange between the Rand and US Dollar vary by more than 2% from the date of initial quotation or price indication to date of order. Interest on all overdue amounts payable by the Customer shall be payable at the prime overdraft rate charged by Standard Bank of South Africa Ltd to its most favored customers, plus 3% per anum.
5. **DELAYS:** Novasol shall not be held liable or deemed in default if prevented from performing any of Novasol’s obligations, including but not limited to making delivery of the Products, occasioned by reason of fire, flood, drought, acts of God, war, riot, strikes, lockouts, delay in transportation, clearance, embargo, acts of government or the like. The date of delivery shall be extended for a period equal to the time lost by reason of any delay.
6. **TAXES:** To the extent legally permissible, all present and future taxes or duties imposed by any competent authority, including sales, excise, value-added and/or similar, which Novasol may be required to pay or collect in any way related to the sale, transportation, delivery, storage, installation or use of the Products (except income taxes) shall be added to the purchase price of such Products and shall be payable by Customer to Novasol.
7. **RISK AND OWNERSHIP:** Upon delivery of the Products, at the agreed delivery address, all risk of loss or damage shall immediately pass to Customer, but Novasol shall retain ownership of the Products until payment in full is received by Novasol. Offloading of Products from Novasol’s transport is the responsibility of and at the risk of the Customer.

8. LIMITED WARRANTY AND DISCLAIMER OF LIABILITY: Novasol makes no warranty whatsoever regarding the Products or their fitness for purpose. Customer's recourse shall be to the warranties, if any provided, by the manufacturer thereof. Novasol shall under no circumstances be liable for any indirect or consequential damages.

9. INDEMNIFICATION: Customer indemnifies Novasol and its employees and agents against all claims that may be made against Novasol as a result of or relating to:

9.1 Customer's use, ownership or maintenance of the Products and

9.2 any delays due to failure by Customer to promptly clear or off load the Products.

10. WAIVER: Failure by Novasol to enforce of any of the Terms shall not be construed to be a waiver of any provision hereof.

11. COSTS: In the event Customer defaults in its obligations under the Terms, Customer shall be liable for Novasol's cost of collection, including attorney's fees on an attorney and client scale.

12. SEVERABILITY: If any provision hereof is held invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.

13. GOVERNING LAW: Any transaction between Novasol and Customer shall be governed and construed in accordance with the laws of South Africa. Novasol reserves the right to enforce any sale and these Terms against Customer in any jurisdiction where Customer owns assets, is domiciled, is doing business, or where Novasol may otherwise determine in its sole discretion.

14. SUCCESSORS AND ASSIGNS: These Terms bind Customer and Novasol and their respective successors and permitted assigns. The Customer may not assign any interest in, nor delegate any obligation under any sale or under these Terms, without Novasol's prior written consent.

15. ADDRESS FOR SERVICE: The Customer and signatory/ies hereto nominate the Customer's business street address as its Domicilium citandi et executandi for service upon it of all notices and processes in connection with any claim by Novasol

16. MODIFICATION: None of these Terms may be modified, altered or added to except by written agreement signed by a duly authorized representative of Customer and Novasol.