

## General Terms and Conditions of Sale

### Interpretation

In the interpretation of these General Terms and Conditions of Sale, the headings are inserted only as a matter of convenience and do not define, limit or affect the interpretation hereof.

### Article 1: Definitions

In these General Terms and Conditions, the terms and phrases listed below have the following meanings:

“Agreement” refers to any Agreement concluded by and between the Seller and the Purchaser, any amendment or supplement to such an Agreement and any legal or other acts related to preparing for and performing such an Agreement. If alternatively applicable, the Supply Agreement shall mean the Purchase Order and the Order Acceptance by FB Crane Builders and Repairs (PTY) LTD to which these purchasing General Terms and Conditions are attached.

“Party” refers to either the Purchaser or the Seller individually, as the context may require and the term ‘Parties’ refer to both of them collectively.

“Products” refers to all physical objects and / or equipment to be delivered and services to be rendered by FB Crane Builders and Repairs (PTY) LTD pursuant to the agreement.

“Purchaser” refers to the Party purchasing any Products from the Seller.

“Seller” refers to FB Crane Builders and Repairs (Pty) Ltd, a company with Company Registration Number: 1999/024605/07 and presently having its registered office situated at 194 Lamp Road, Wadeville, Germiston, Gauteng, Republic of South Africa, which term shall include its successors and assigns;

### Article 2: General

2.1 These General Terms and conditions shall be applicable to all Agreements / order acceptances

and shall govern all acts with respect to the delivery of Products and / or the provision of services provided by the Seller to the Purchaser, wherever applicable. These General Terms and Conditions shall form an integral part of the agreement between the Seller and the Purchaser.

- 2.2 Any deviations from these General Terms and Conditions shall only be valid and binding if and so far as it has expressly been confirmed by the Seller in writing.
- 2.3 These General Terms and Conditions are also applicable to modified, supplemental, further and subsequent agreements other than oral communication, irrespective of whether or not they have been expressly declared applicable.
- 2.4 If one or more provisions of these General Terms and Conditions are annulled or become invalid, the remaining provisions of these General Terms and Conditions will continue to apply.
- 2.5 These General Terms and Conditions supersede any implied / deemed conditions imposed by the Purchaser unless accepted by the Seller in writing.
- 2.6 The applicability of any other General Terms and Conditions of the Purchaser is hereby expressly excluded, unless the Seller has agreed otherwise in writing.

### Article 3: Offers and prices

- 3.1 All offers and quotations shall be without engagement, unless otherwise stated in the offer. All offers by the Seller, if acceptable to the Purchaser, should be followed by a formal order for acceptance by the Seller. Photographs, illustrations, weights, dimensions and any other particulars given represent generally the relevant Product/s but are not binding and are subject to minor alteration without notice.
- 3.2 The price quoted is subject to withdrawal and/or amendment by the Seller at any time prior to the acceptance of the order by the Seller.
- 3.3 Prices quoted are valid for a particular period and thereafter subject to the Sellers rise and fall provisions. The base date being the date of the quotation / offer / order acceptance date.

- 3.4 Offers or quotations will not apply to follow-up orders and / or subsequent agreements, unless otherwise stated in the offer.
- 3.5 Prices of the Products are exclusive of VAT, duties and other taxes, levies and all costs or charges related to packaging and / or in relation of loading, unloading, carriage and insurance, of all of which amounts the Purchaser will pay in addition, unless otherwise stated in the offer.
- 3.6 In the case of any increase in the prices of raw materials, or other materials, necessary for the manufacture of the Products ordered by the Purchaser, occurring prior to the agreed date of delivery, the Seller shall have the right to increase the price of the Products ordered accordingly, unless otherwise stated in the offer.

3.7 \* Product Prices, inclusive of installation and commissioning are quoted on the assumptions that:

- Requirements / specifications of the Purchaser given at the time of order do not change;
- Required power is available at the site where the Product is to be installed;
- The area where the erection and installation work is to be carried out will be free of obstruction and accessible during normal working hours (which does not include weekends, public holidays or night time) during the period of such erection and installation;
- Full co-operation is extended by the Purchaser, its officials, agents, contractors, consultants and other staff;
- Should site conditions or circumstances cause the Seller to incur additional expenses, then these will be for the Purchaser's account;
- Runways, buildings, foundations, and any other structures required for erection and commissioning is ready at the time of installation;
- Any additional requirements and/or facilities undertaken to be provided by the Purchaser are complied with in time;

- Other inputs to be arranged by the Purchaser or any other third party, for erection and commissioning of the Product are readily available at the time of installation;
- The dismantled equipment is unloaded by the Purchaser at the site within 10 meters of the intended place where the erection activity has to be carried out to avoid delay for erection;
- The gantry girders for EOT cranes have been erected and duly aligned;
- The rails are aligned and erected (in case where the rails are in the Purchaser's scope);
- Electricity (having suitable power rating) and water is made available for the Seller's erection crew, free of charge, without any interruptions at the location most suitable for carrying out the erection and commissioning activity. The location for supply of power will be conveyed to the Purchaser by the Seller's site supervisor;
- Necessary ladders / scaffolding will have to be provided to the Seller's erection crew to enable them to climb up to the gantry girders;
- Clear, well demarcated, level and accessible area is made available to the Seller's erection crew to undertake the erection activity.

#### **Article 4: Formation of Agreement**

4.1 The Agreement comes into existence after the Seller has confirmed the acceptance of the Purchaser's order in writing.

The Seller's acceptance of the order tantamount to the Purchaser's confirmation of its solvency and its ability to pay the value of the Products supplied. Acceptance of the subsequent supplementary agreements comes into existence if the Seller confirms these supplementary agreements in writing.

4.2 The acceptance of the Purchaser's order by the Seller amounts to confirmation that the Purchaser

agrees to these General Terms and Conditions being declared applicable and that the Purchaser waives applicability of his own purchasing conditions.

- 4.3 An order, once accepted / confirmed in writing by the Seller shall not be cancelled or altered except upon terms and conditions satisfactory to the Seller (which, in the case of cancellations, may without limitation include payment of a cancellation fee, which includes all expenses incurred by way of labour, materials, services, overhead expenses, fees, duties, taxes, loss of profit, penalties and consequential damages. This will be without prejudice to the Sellers right to adjust any advance paid by the Purchaser against the order.
- 4.4 No implied authority should be assumed in respect of the powers of the Sellers officials, representatives or attorneys. They have no power to deviate from these General Terms and Conditions, except on the strength of an express Power of Attorney / Letter of Authority / Resolution that shall be granted in writing for each individual agreement separately.

#### **Article 5: Delivery Terms and Dates**

- 5.1 The Seller is committed to deliver products in accordance with the agreed specifications and perform its obligations arising out of the Agreement to the best of its efforts.
- 5.2 The Seller is entitled to make any minor adjustments to those component parts, which is considered necessary for the satisfactory performance of the Products without affecting in any way the intended end use or the assured performance parameters.
- 5.3 All delivery terms or dates stated by the Seller are of an indicative nature and have been established according to the best of the Sellers knowledge. Under no circumstances may delivery terms / dates indicated by the Seller be regarded as a strict deadline. The Seller is not responsible for any delay in the term of delivery, although every effort will be made to adhere to the delivery schedule agreed upon. Delay due to Purchaser's failure to comply with its undertakings in relation to the execution of the Agreement or acts which the Purchaser had to perform pursuant to the order resulting in delayed delivery shall not be the responsibility of the Seller and further no liability shall accrue to the Seller. All expenses on account of delayed delivery owing to the acts and / or omissions on the part of the Purchaser will be borne by the Purchaser, upon demand from the Seller.
- 5.4 Without limiting the provisions of clause 5.3 above, the period quoted for delivery and completion shall stand extended if it involves action from the Purchaser for supply of any particulars, specifications, drawings, technical data, approvals or information or acts affecting the execution of the order / Agreement.
- 5.5 With regard to any Products quoted which are not directly manufactured by the Seller, the delivery times quoted are based on the manufacturers promised delivery to the Seller, or upon the Sellers estimate of delivery time. Any delay in receipt of such Products may result in a delay in the scheduled delivery of the Product and / or rendering of services.
- 5.6 Exceeding any term / date of delivery does not give the Purchaser the right of any form of compensation, or the right to dissolve or terminate the Agreement, or the right to any other action including encashment of Bank Guarantees given if such delay or failure is caused by any act, matter or thing beyond the Sellers direct and reasonable control.
- 5.7 If for any reason, the Purchaser fails to take delivery of the Products when tendered by the Seller, in addition to and without prejudice to the Sellers other rights, the Purchaser shall reimburse the Seller, on demand for all costs and expenses incurred by it. The Seller shall be under no liability to store the Products to prevent their deterioration after 30 (Thirty) days following the date that the Purchaser was required to take delivery of the Products.

#### **Article 6: Packaging, Transport and Delivery**

- 5.7 The Seller undertakes to pack the Products appropriately and to secure them in such a way that under normal transport conditions it will reach its destination in good condition.

- 5.8 The Seller will be entitled to delivery in consignments (partial delivery) and to invoice such partial deliveries separately.
- 5.9 The Seller retains the right to refuse delivery of a designation, or in a mode of packaging or transport stipulated by the Purchaser if, in the judgment of the Seller, these fail to meet reasonable standards of reliability, safety, cleanliness, convenience, legality, without the Seller being obligated to pay any compensation.

#### **Article 7: Transfer of Title and Risk**

- 7.1 Notwithstanding actual delivery, the right of ownership of the Products delivered shall remain vested in the Seller until such time as the Purchaser has paid all amounts in full that are due or will be due to the Seller and such payment has been credited to the bank account without reservation.
- 7.2 During the interim period, ownership of the Products are still vested in the Seller, the Purchaser shall hold the Products in trust for the Seller. The Purchaser shall keep the Products properly stored, protected, insured and identified as belonging exclusively to the Seller.
- 7.3 Purchaser shall not assign, pledge, or in any manner encumber its rights or benefits in and to the Products without the Sellers express permission in writing, until title and interest fully vests in the Purchaser in relation to the Products supplied.
- 7.4 If the Purchaser fails to pay all amounts in full, the Seller shall have the right to repossess the Products, without any prior notice being required.
- 7.5 The risk of loss or damage to the Products shall pass to the Purchaser on delivery. The Seller shall be entitled to treat this risk as having been passed, even in cases where the Purchaser fails to take delivery of the Products when delivery falls due.
- 7.6 The Seller will assume delivery of Products as per agreement with Purchaser unless discrepancies / non-conformances are brought to the attention of the Seller within 3 (three) days of delivery of Product/s at the Purchaser's designated site.
- 7.7 The Seller will not be liable for any damage to, or deterioration of, the Products, theft, pilferage etc. which may occur after delivery, whether the same may occur due to unsuitable storage conditions, abuse of the Products, or for any other cause whatsoever.

#### **Article 8: Payment**

- 8.1 The Seller is entitled to request an advance on the order value from the Purchaser upon acceptance of the order / signing of the agreement or any time before delivery. Where agreed upon, FB Crane Builders and Repairs (PTY) LTD agrees to secure the advance by furnishing a bank guarantee / corporate guarantee in favour of the Purchaser. However, Purchaser shall be entitled to encash the Bank Guarantee only in the event the payment is made as per order terms and for reasons which can be attributed solely to the fault of FB Crane Builders and Repairs (PTY) LTD which shall be determined so by the Dispute Redressal forum referred in Article 18 and not in any other manner. Encashment of the Bank Guarantee / Corporate Guarantee / furnished by FB Crane Builders and Repairs (PTY) LTD without payment of the amount by the Purchaser as stipulated or not in conformity with what has been stated above will be viewed seriously and will attract penal action in accordance with the law against the Purchaser and / or its officers.
- 8.2 Payment must occur within agreed days after the invoice date, without any discount or set-off, and in the event that no express payment date is agreed, within the normal payment terms afforded by the Seller.
- 8.3 The Purchaser is not entitled to suspend the fulfilment of its payment obligation in the event of a complaint or for other frivolous issues unless the Seller expressly agrees with the suspension.
- 8.4 If the Seller has reasonable doubts about the Purchaser's capacity to pay, the Seller is at all times entitled to demand that the Purchaser furnish sufficient security for its payment obligations. If the Purchaser fails to furnish such security, the Seller will be entitled to suspend delivery, or to cancel the agreement in whole or in part without any judicial intervention being required, and without limitation, to set off against the advance payment made, if any, a reasonable claim for compensation, damages etc., without prejudice to other rights available under law.
- 8.5 If the Purchaser fails to pay any amount when due, it will be deemed to be automatically legally in default, without any notification of default being required. Without prejudice to any other right, the

Seller will then be entitled to charge default interest at 1.5%, or the maximum allowable amount at law, whichever is the lesser, monthly from the date that the Purchaser is in default, with a partial month being counted as a whole month. All costs, including judicial and extra-judicial, made in order to obtain payment by the Purchaser of the amount/s due to FB Crane Builders and Repairs (PTY) LTD, shall be for account of the Purchaser.

- 8.6 In the event that payment is not satisfactorily made by the Purchaser in accordance with the terms thereof, including the payment of interest (if any), and as a result of that default by the Purchaser, the Seller incurs any costs and expenses (including charges by a collection agency and / or legal costs on an attorney / own client basis) then the Purchaser shall be liable to pay such costs and expenses as a liquidated sum. A certificate issued by the Seller in relation to such costs and expenses shall, except in the case of manifest error, be conclusive evidence of the cause, reasonableness and the amount of the expenditure.
- 8.7 The Seller reserves the right not to execute, or no longer execute orders or agreements if previous deliveries have not been paid for by the Purchaser, or the Purchaser has not fulfilled, or is at risk of not fulfilling, its obligations to the Seller. The Seller is not responsible for any damage or consequential loss to the Purchaser as a result of non-execution of orders or agreements in case of non-payment in time.
- 8.8 Any amount/s owing by the Purchaser to the Seller shall become immediately due, owing and payable should the Purchaser commit an act of insolvency, or enter business rescue or judicial management or the like.

#### **Article 9: Government Approvals**

- 9.1 The Purchaser shall at its cost obtain all government consents, approvals and licenses required to be obtained by the Purchaser for the formation and execution of this agreement, or its performance in terms thereof, and the Purchaser warrants to the Seller that such approvals consents and licences shall be in existence and in force at the required times.

#### **Article 10: Plans and Designs**

- 10.1 The Purchaser shall not use any plans, design, instructions, specifications, charts or other information provided by the Seller other than for the specific purpose for which they were given. Purchaser understands that all intellectual property rights vests in the Seller.
- 10.2 The Purchaser acknowledges that all dimensions and detail in plans and designs prepared by the Seller have been checked and found to be satisfactory for the intended purpose and the GA drawings are deemed to be approved.
- 10.3 Any modifications to GA Drawings subsequently requested and confirmed by the Seller resulting in modifications in equipment, components etc. shall be at the cost of the Purchaser.

#### **Article 11: suitability – Warranties**

- 11.1 The Purchaser must utilise and solely rely on its own expertise, know-how and judgement in relation to the Products, and Purchaser's use thereof, and Purchaser's application of any information obtained from the Seller, for the purposes intended by Purchaser. Consultation provided by the Seller shall not give rise to any additional obligations on the part of the Seller. Details and information provided with regard to the suitability and use of the Products shall not be binding on the Seller and the Seller does not assume any liability whatsoever based on such consultations or Product purchase. Purchaser shall indemnify and hold the Seller harmless from and against any and all damages, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Products, Purchaser's use thereof and / or Purchaser's use or application of any information disclosed or provided by or on behalf of the Seller.
- 11.2 The Seller, warrants that in the event of any defect in any item occurring or being discovered on delivery to the original Purchaser or such extended date as agreed upon by way of performance guarantee as a result of faulty design, material or workmanship attributable to it, then the Seller shall repair or supply a replacement part at the Seller's option, free of charge, provided however that this warranty only applies if:

- All Payments have been made in time;
- Neither the Product, nor any constituent part thereof has been misused, abused, overloaded or used for any purpose for which it was not intended or used by an unauthorised or unqualified person, or repaired by an authorised or unqualified person;
- The Purchaser has not been, or is not in, breach of these General Terms and Conditions, or is not otherwise in default;
- The Product has been properly maintained;
- Unless otherwise agreed by the Seller, defective parts capable of delivery are returned to the Seller works carriage paid;
- Should the Seller agree to any rectification work on site owing to the Seller's fault, this will be performed free of charge but only during normal working hours;
- The Purchaser to provide suitable site and working conditions including power supply etc.
- The defect is not in design or specification specially stipulated or required by the Purchaser;
- Only genuine spare parts are used as recommended / approved by the Seller from time to time;
- The Purchaser(s) gives the Seller notice of the defect as soon as they become aware of it with due compliance to the periods mentioned hereinafter and the Seller is solely responsible for such defect; and
- Items not manufactured by the Seller shall only have the benefit of such warranty, as the manufacturer of that item has offered to the Seller.
- No warranty is available on wearing parts.

7. Brake Pads / Brake Discs / Brake Liners
8. Indicator lamps / light bulbs
9. Glass and plastic components
10. Electrical components

11.3 Photographs, illustrations, weights, dimensions and any other particulars given represent generally the relevant Products but are not binding and are subject to alterations without notice to the Purchaser.

11.4 The suitability of the Purchaser's runways, buildings, foundations, and any other structures are the responsibility of the Purchaser and problems arising in operation of the Products due to any of these are not covered under warranty and are at the sole and exclusive risk of the Purchaser.

11.5 It shall be the responsibility of the Purchaser to adhere completely to the situations enlisted under Article 11.2 above to be able to enjoy warranties as provided by the Seller.

#### **Article 12: Inspection, Claims and Notifications**

12.1 The Purchaser is required to inspect the Products (or to have them inspected by a third party), immediately upon receipt.

12.2 Any claims concerning the quality, composition or quantity of the Products delivered shall be submitted by the Purchaser to the Seller in writing, within 3 (three) days from the date of receipt of the Products. The Seller shall not accept claims made afterward the abovementioned date and the Products shall be deemed to have been delivered complete and in a satisfactory condition.

12.3 The notice of default must specify the defect in as much detail as possible. The Purchaser will fully cooperate in the Seller's investigation of the complaint, among other things by enabling the Seller or its nominees to investigate the Products on location.

12.4 Notwithstanding a complaint, the Purchaser will remain obliged to take delivery and the Purchaser undertakes to provide adequate and proper facilities for the storage of the Products, clearly demarcating the Products supplied from his other products. The Purchaser will continue to bear the

#### **Warranty is excluded for the following parts:**

1. Wire Rope
2. Rope Guides
3. Knobs
4. Push Buttons
5. Labels / stickers
6. Fuses

risks and liability related to the Products, including deterioration, pilferage, theft etc. of the Products. However, without prejudice to what has been stated in the foregoing, in case of any damage of the Products, for any reason, while in the custody / possession of the Purchaser, Purchaser undertakes to extend all necessary help / assistance to the Seller to file insurance claims with the insurance company in a manner that the Sellers interests are safeguarded.

- 12.5 Products shall not be returned to the Seller without prior written consent of the Seller. Return delivery, if agreed upon in writing by the Seller, must be effected carriage paid by the Purchaser, undamaged and in the original package.
- 12.6 Issuing a complaint does not suspend the Purchaser's obligation to pay, regardless of any justification of a complaint or to invoke and encash bank guarantees.
- 12.7 Except for adherence to warranties provided, the Seller is not liable for any direct or indirect damage caused to, with or by the Products, however such damage occurs and whatsoever the circumstances causing it.

#### **Article 13: Liability**

- 13.1 The total liability of the Seller for damages resulting from or in connection with the Products or any possible shortcomings therein, or in the execution of the Agreement, shall be limited to the warranties provided under Article 11 above. Under no circumstances shall the Seller be liable for any damages sustained by the Purchaser, including consequential damage, material / immaterial damage, trading loss or loss of profits, environmental damage, etc.

#### **Article 14: Product use Hazards and Indemnification**

- 14.1 Purchaser acknowledges that it is familiar with, and shall take all steps necessary to inform, warn and familiarize, inter alia, its employees, agents, customers and contractors who may handle the Product of all hazards pertaining to and proper procedures for safe use of the Product.
- 14.2 Purchaser shall indemnify, defend and hold the Seller harmless from and against any claim, liability, loss, cost, damage or expense (including legal fees)

suffered or incurred by the Seller, including but not limited to injury or death of Purchasers employees, directly or indirectly arising from Purchasers failure to so inform, warn and familiarize employees, agents, customers and contractors.

#### **Article 15: Force Majeure**

- 15.1 Force majeure includes, in addition to what is understood in this respect in the law and case law, acts of God, external circumstances or causes, foreseen or unforeseen, over which the Seller has no control and which prevents the Seller from executing the Agreement, such as an act of God, labour disturbances, industrial disputes, civil or foreign war, riots, terrorist acts, total or partial destruction of production or other facilities, manufacturing incidents, disruptions in transportation, difficulties in the supply chain, customs measures or whatever nature, pandemics (including, but not limited to, Covid 19) and ensuing lockdown regulations, or any other unforeseen event which might totally or partially prevent or delay the Seller to execute its part of the Agreement.
- 15.2 The Seller shall be entitled to rely on this provision even if the circumstance which prevents (further) performance arises after the Seller should have performed its obligations.
- 15.3 The obligations of the Seller will be suspended without liability during force majeure.
- 15.4 If upon the arising of the force majeure, the Seller has already performed its obligations in part, it is entitled to invoice separately for the part which has already been and / or can be performed and the Purchaser is obligated to pay such invoice as if it were a separate agreement.

#### **Article 16: Suspension and Termination**

- 16.1 The Seller is entitled to terminate the Agreement wholly or in part and forfeit the advance, without any further notice of default or court intervention being required, or at its discretion to suspended further executions of the Agreement if:
- The Purchaser fails in the performance of any obligation arising from the

Agreement within the term that has been set;

- The Purchaser is declared in state of insolvency;
- The Purchaser applies for a provisional or definitive suspension of payment;
- The legal entity of the Purchaser is dissolved or the company of the Purchaser is wound up;
- The Purchaser is at default on account of wrongful encashment of Bank Guarantee/s or for any other reason;

The above remedy is without prejudice to the Seller's other rights such as, inter alia, set off of advance payment against the order by the Purchaser, revocation of the advance bank guarantee and / or corporate guarantee and/or performance guarantee and intimation to the bank for cancellation of the guarantee/s extended on behalf of the Seller and without the Seller being obliged to pay any compensation / damages etc. Purchaser unconditionally agrees to the Seller's right of revocation/ cancellation of guarantees provided.

#### **Article 17: Notice**

17.1 Any notice or demand required to be given or made by the Seller or the Purchaser shall be duly given or served if sent to the address on record and by any one of the following means (a) by hand – such communication shall be deemed to have been received on the day of delivery provided receipt of delivery is obtained. (b) by facsimile or e-mail – such communication shall be deemed to have been received, under normal service conditions, twenty-four (24) hours following the time of fax or e-mail and on confirmation by the other party or (c) by registered mail (or its equivalent) – such communication shall be deemed to have been received on the day it was actually delivered and acknowledgement obtained of the receiving party.

Parties may change the address by giving prior written notice.

#### **Article 18: Dispute Redressal**

Purchaser and the Seller unconditionally agree and undertake that in case of any dispute arising out of the Agreement which cannot be resolved within a period of 30 (thirty) days, the dispute shall be referred to a dispute redressal forum which shall be constituted within 10 (ten) days from the expiry of the 30 (thirty) days referred to above for specifically looking into and resolving the dispute. The forum to be presided by one officer from each side who shall be a senior officer equivalent or above the rank of a Directors (Hereinafter referred to as the 'Authorised Representatives'). The Authorised Representatives will deal with all matters of the dispute and make efforts to arrive at an acceptable solution. Failure to arrive at an acceptable solution within 30 (thirty) days of the referral of the dispute will entitle each of the parties to take resource to law. The proceedings of the dispute redressal forum shall be held at the registered office of the Seller. The Purchaser agrees that during the interim period as also before the dispute is conclusively resolved in accordance with the provisions of the law, it shall not invoke any of the guarantees given by the Seller. This is an essential term of the Agreement and is expressly agreed to by the Purchaser.

#### **Article 19: Applicable Law, Competent Court**

19.1 The relationship between the Seller and the Purchaser is governed by laws of the Republic of South Africa.

19.2 All disputes regarding or arising from the Agreement or from these General Terms and Conditions shall be exclusively submitted to and finally settled by the competent Court in Johannesburg, Gauteng, with exclusion of every other jurisdiction

#### **Article 20: POPI Act**

20.1 The Seller and the Purchaser each consent to the use by the other of applicable Personal Information insofar as it relates to the Agreement.

20.2 The Seller and the Purchaser shall process Personal Information insofar as it relates to the Agreement in accordance with the provisions of the

Protection of Personal Information Act, 2013 ("POPI Act").

20.3 The Seller and the Purchaser shall comply with all obligations imposed on them by the POPI Act, and, without detracting from the generality of these obligations, they shall give effect to, and comply with, sections 23 and 24 of the POPI Act, insofar as they receive requests from Data Subjects; they shall secure the Personal Information in accordance with section 19 of the POPI Act; they shall comply immediately with any lawful and reasonable requests made by the other to ensure compliance with the POPI Act; they shall not perform any act or omission that will cause the other to be in breach of its obligations under the POPI Act when it Processes the Personal Information; and they shall immediately notify the other of any breach or anticipated breach of their obligations pursuant to this article 20 and/or the POPI Act (including, but not limited to, any security breach or anticipated security breach or unauthorised disclosure in relation to the Personal Information).

20.4 The Seller's Privacy Policy is applicable to this aspect of the Agreement, and is deemed to have been read and understood by the Purchaser.

#### Article 21: Binding Effect

21.1 The Agreement shall be binding upon the Seller and the Purchaser and upon their representatives, administrators, curators, legal representatives or assigns as the case may be.

#### Article 22: Severability

22.1 The Seller and the Purchaser acknowledge and agree that each phrase, sentence, paragraph and clause in the Agreement is severable, the one from the other, and if in terms of any judgment or order any such phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses shall nevertheless be and continue to be of full force and effect.

