

EIWORX (PTY) LTD: TERMS AND CONDITIONS**1. General**

These General Terms and Conditions of Sales along with any directly associated written specification or quotation of Eiworx (Pty) Ltd exclusively will govern the sale by Eiworx (Pty) Ltd of all goods and services including without limitation, all Instrumentation equipment, Electrical Equipment, hardware firmware and software Products, training, programming, maintenance, engineering parts and repair services-collectively furnished below. No addition or modification to these terms and conditions will be binding on Eiworx (Pty) Ltd unless agreed to in writing signed by an authorized representative of Eiworx (Pty) Ltd. Eiworx (Pty) Ltd expressly rejects any other terms and conditions of the Customer printed on his order form or elsewhere which are not otherwise consistent with these or other terms and conditions set forth in Eiworx (Pty) Ltd.'s written specification, quotation or other acknowledgement.

2. Payment Terms

Unless otherwise approved by Eiworx (Pty) Ltd in writing, payment terms are thirty (30) days from the date of statement with ongoing approved credit as determined by Eiworx (Pty) Ltd. Eiworx (Pty) Ltd reserves the right to suspend any further performance under this agreement or otherwise in the event the payment is not made when due. No payment by offset is permitted unless approved by Eiworx (Pty) Ltd. Interest charges will be added to overdue invoices at the rate of 2.5% per month subject to any limit imposed by any applicable law.



3. Delivery Terms and Title

Delivery terms are Ex Works with respect to shipping cost and risk of loss. All products remain the property of Eiworx (Pty) Ltd until full payment has been made. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the Customer. Neither party will be liable for late delivery.

4. Warranty

4.1 Hardware

Eiworx (Pty) Ltd warrants for a period of one (1) year from the date of invoice that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six (6) months from the date of shipment to the Customer or the remainder of the original warranty term, whichever is longer.

4.2 Software and Firmware

Unless otherwise provided in a license agreement of Eiworx (Pty) Ltd , Eiworx (Pty) Ltd warrants for period of one (1) year from the date of invoice that standard software or firmware Products furnished hereunder, when used with hardware, specified by Eiworx (Pty) Ltd, will perform in accordance with published specifications prepared, approved and issued by Eiworx (Pty) Ltd. Eiworx (Pty) Ltd makes no representation or warranty that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software and Firmware corrections are warranted for a period of three (3) months from the date of shipment to the Customer or the remainder of the original warranty term whichever is longer.



4.3 Service

Eiworx (Pty) Ltd warrants that Products comprised of services, including engineering and customer application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Eiworx (Pty) Ltd.

4.4 Customer Specifications

Eiworx (Pty) Ltd does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by the Customer and incorporated in to the Products or for the Products made by or sourced from other manufacturers or vendors specified by the Customer. Any warranty applicable to such Customer specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Eiworx (Pty) Ltd to the extent permissible thereunder.

4.5 Remedies

Satisfaction of the above warranties will be limited to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price of the Products involved and where applicable, only after the return of such Products with Eiworx (Pty) Ltd consent. Replacement Products may be new or reconditioned. Any warranty service consisting of time, travel and expenses related to such services performed other than at Eiworx (Pty) Ltd premise will be at the Customer's expense.

4.6 General

Warranty satisfaction is available only if Eiworx (Pty) Ltd is promptly notified in writing and their examination discloses that any alleged defect has not been caused by: misuse; neglect; improper installation; operation; maintenance; repair; alteration or modification; accident; or unusual deterioration or degradation of the Product or parts thereof due to physical environment or electrical or electromagnetic noise environment.

5. Limits of liability

In no event will Eiworx (Pty) Ltd be liable for incidental, indirect or consequential damages of any kind. Eiworx (Pty) Ltd.'s maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the Products giving rise to the claim or liability. Any action against Eiworx (Pty) Ltd must be brought within eighteen (18) months after the cause of action accrues.

6. Licensed Software and Firmware

Products comprised of software or firmware may be subject to additional terms and conditions set forth in separate license agreements of Eiworx (Pty) Ltd which will control to the extent necessary any conflict with the terms and conditions stated herein.

7. Quotations

Written quotations are valid for thirty (30) days from issue unless otherwise stated. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction.



8. Prices

Prices and other information shown in any publication of Eiworx (Pty) Ltd including product catalogues and brochures are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The Customer will pay or reimburse Eiworx (Pty) Ltd for all sales, use, customs, excise, and value added or similar taxes. Products comprised of time and material services will be provided in accordance with Eiworx (Pty) Ltd service rates including applicable overtime and travel expenses, unless otherwise confirmed by Eiworx (Pty) Ltd written quotation or order acknowledgement. Billable service time includes travel time to and from the job site and all time Eiworx (Pty) Ltd 's representative is available for work and waiting whether on or off the job site to perform the services.

9. Changes

Customers requesting order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Eiworx (Pty) Ltd.'s prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event Eiworx (Pty) Ltd reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines or standards, or incompatible with Eiworx (Pty) Ltd.'s design or manufacturing capabilities.

10. Returns

All returns of Products will be subject to prior approval by Eiworx (Pty) Ltd. Non-warranty returns of unused and saleable Products for credit will be subject to Eiworx (Pty) Ltd return policies in effect at the time, including applicable re-stocking charges and other conditions of return.

Products returned under warranty must be properly packed and shipped to address specified by



Eiworx (Pty) Ltd. Shipping containers must be clearly marked per Eiworx (Pty) Ltd.'s instruction and shipped freight prepaid by the Customer.

11. Order Cancellation

An order may be cancelled by the Customer prior to shipment, only by written notice and will have payment effected to Eiworx (Pty) Ltd of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowance for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the Customer's specification may equal the actual selling price of the Products. Eiworx (Pty) Ltd has the right to cancel an order at any time by written notice and will be entitled to cancellation and restocking charges as identified above. No termination by the Customer for cause will be effective unless and until Eiworx (Pty) Ltd has failed to correct such alleged cause within forty-five (45) days after receipt of the Customer's written notice specifying such cause.

12. Force Majeure

Eiworx (Pty) Ltd will not be liable for any loss, damage or delay arising out of its failure hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes.

In the event of such delay, Eiworx (Pty) Ltd.'s performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

13. Government clauses and contracts

Application of government contract regulations and clauses to the Products or this agreement will be subject to the separate review and consent by an authorized representative of Eiworx (Pty) Ltd prior to acceptance of this agreement. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear related application either as a "Basic Component" as defined under nuclear regulations or under similar nuclear Laws and Regulations of any other country or otherwise.

14. Export control

Products and associated materials supplied or licensed under this Agreement may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Eiworx (Pty) Ltd will not comply with boycott related requests except to the extent permitted by South African Law.

15. Disputes

The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful the parties further will attempt in good faith to settle the dispute by non-binding third party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.



16. Governing Law and jurisdiction

This agreement and all disputes arising there under will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts of the country or local jurisdiction of Eiworx (Pty) Ltd principal place of business but specifically excluding the provisions on the 1980 UN Convention of Contracts for the International Sales of Goods. If any provision of this agreement should be held wholly or partly invalid under any applicable law, the remainder of the agreement will not be affected thereby. Either party without the written consent of the other may not assign this agreement.



21 January 2020

Authorized Signatory

Date