

STANDARD CONDITIONS OF SALE

1. APPLICABLE CONDITIONS

All sales are subject to and expressly conditioned upon the terms and conditions contained herein, and upon the Buyer's assent thereto. No variation of these terms and conditions will be binding upon UViRCO unless agreed to in writing and signed by an authorized representative of UViRCO. The Buyer states that no other representations or warranties have induced it to purchase the products specified in the Order.

2. DRAWINGS/SPECIFICATIONS AND INTELLECTUAL PROPERTY RIGHT

All technical drawings, specifications, information and data furnished by UViRCO and representations in regard thereto are approximate and are furnished for information purposes only and, unless specifically guaranteed by UViRCO, shall not bind UViRCO in any way whatsoever. Such information shall not be reproduced, used or disclosed to others by the Buyer without UViRCO's prior written consent.

All copyright and other intellectual property rights of whatever nature with respect to the products shall at all times remain the property of UViRCO, who shall be entitled to take the necessary steps to protect same. No license is granted hereunder to the Buyer, either expressly or by implication, to manufacture any product or to use any process.

3. PRICES

Prices are based on delivery DAT (Incoterms 2020) and shall be as per UViRCO's then applicable price list. Please refer to the relevant product pricing in UViRCO's online shop to obtain these prices. Prices are subject to annual updates on the first of April every year, unless market forces dictate price adjustments during the year.

4. PAYMENT

All payments (excluding advance payments where applicable) shall be made by the Buyer to UViRCO in terms of the provisions as detailed in the Order.

If the financial condition of Buyer results in the insecurity of UViRCO, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, UViRCO may delay or postpone the delivery of the products; and UViRCO, at its option, is

authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other Order, UViRCO, at its option, without prejudice to any other of UViRCO's lawful remedies, may defer delivery until payment is made in full. Late payments shall carry interest at a rate equal to the publicly quoted prime overdraft rate of UViRCO's bank at the time of default per annum, plus 2% (two percent).

Unless otherwise stated in the Order, all payments shall be made by means of electronic funds transfers to the nominated bank of UViRCO. All payments shall be made net, without any deduction or set-off of whatever nature.

5. MARKING AND PACKAGING

The products shall be marked in accordance with UViRCO's standard practices and procedures.

The packaging shall be in accordance with UViRCO's normal standards. UViRCO shall ensure that the packaging of the products is of such nature as to prevent damage while in transit.

6. DELIVERY AND ACCEPTANCE

Delivery shall take place DAT (Incoterms 2020), and the products shall be delivered within the period stated in the Order. Whilst UViRCO shall endeavour to meet the delivery dates of the products, no liability is accepted should UViRCO not meet the delivery dates.

Inspection and acceptance of the products shall be done by or on behalf of the Buyer within 5 (five) days after delivery. The Buyer shall notify UViRCO in writing of any claims for shortages, defects or damages, and shall hold the products for UViRCO's written instructions concerning disposition. Should the Buyer fail to so notify UViRCO, the deliverables shall conclusively be deemed to conform to the specifications set out in the Order and to have been irrevocably accepted by the Buyer.

Ownership of the products shall pass to the Buyer upon payment in full, but the risk shall pass to the Buyer upon delivery.

7. LIMITATION OF LIABILITY

The Buyer represents and warrants that it shall use the products in accordance with the instructions contained in UViRCO's manual and that any such use of the products will not violate any law or regulation. Buyer indemnifies and hold harmless UViRCO,

its employees, agents, successors and assigns from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney fees) that UViRCO may sustain or incur as a result of any claim against UViRCO based upon negligence, breach of warranty, strict liability in tort or contract brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users or by other third parties, arising out of, directly or indirectly, the use of UViRCO's products, or by reason of Buyer's failure to perform its obligations contained herein. Buyer shall notify UViRCO in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident or incident involving UViRCO's products which results in personal injury or damage to property, and Buyer shall fully cooperate with UViRCO in the investigation and determination of the cause of such accident and shall make available to UViRCO all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to UViRCO and any investigation by UViRCO of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by UViRCO.

In no event shall UViRCO accept liability for any indirect damages, special damages, loss of profits, loss of income or consequential damages of any nature whatever and however caused, arising either directly or indirectly as a result of the performance of any Order. UViRCO's liability for direct damages shall be limited in aggregate to the value of an Order.

8. WARRANTY

The warranty provisions are attached hereto as Appendix "A".

9. DEFAULT

Should the Buyer fail to make any payment upon due date or should the Buyer commit any breach of any of the terms or conditions of the Order and fails to correct such breach within 14 (fourteen) days of receipt of written notice to correct such breach, UViRCO shall be entitled, without prejudice to any other rights it may have herein or in law:

- To suspend or reduce further deliveries; and/or
- To amend the conditions of the Order to prevent a similar future default; or
- To cancel the Order in whole or in part and claim damages; or
- To repossess or claim repossession of the products and recover from the Buyer all instalments in arrears, whereupon the Buyer shall be bound to return the products to UViRCO at its risk and expense and UViRCO shall be entitled to retain all monies paid by the Buyer in terms of the Order, for the account of liquidated damages.

Buyer agrees to pay all reasonable attorney and accounting fees and other expenses of collection incurred by UVIRCO resulting from any default by Buyer of any of the terms hereof.

UVIRCO shall be entitled to terminate an Order forthwith, without prejudice to any of its rights herein or in law, if the Buyer shall commit an act of insolvency or is subject to an order of provisional or final liquidation or makes any composition or arrangement with its creditors or suffers any execution to be issued against its assets or is subject to business rescue proceedings.

10. SETTLING OF DISPUTES

Should any dispute arise between the Parties in connection with the interpretation, execution or termination of the Order, the Parties shall attempt to resolve such dispute in good faith by direct negotiations and conciliation.

Should the Parties fail to resolve such dispute within 30 (thirty) days of when the Parties commenced discussion thereof, such dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in Pretoria, South Africa, by 1 (one) arbitrator appointed in accordance with the said rules. Any arbitration in terms hereof shall be strictly confidential between the Parties.

The award of the arbitrator shall be final and binding upon the Parties and they shall comply with it.

11. FORCE MAJEURE

In the event of either of the Parties being unable to perform any of its obligations in terms of any Order through force majeure, which effects the performance of such Order and which includes, but is not limited to acts of nature, fire, epidemics, strikes, blockades, war, sabotage, accidents to machinery, late deliveries by subcontractors, inability to secure power, labour, materials or supplies, acts or orders of Government or any other circumstances beyond the reasonable control of such Party, the following shall apply:

- The affected Party shall notify the other Party within 7 (seven) days of the date on which the force majeure event occurs of the nature, extent and anticipated duration of the force majeure;
- The affected Party shall use its best endeavours to overcome the force majeure situation in the shortest time practical;
- Relevant delivery dates shall be adjusted to allow for the effects of such force majeure;
- Should the delay due to force majeure be in excess of 90 (ninety) days, either Party shall have the right to terminate the order;

- Neither Party shall be liable to the other Party for any damages suffered by such Party as a result of force majeure.

It is, however, agreed that the Buyer shall be liable for all costs incurred by UVIRCO due to idle time, suspension of work (not due to force majeure), modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

11.1 MISCELLANEOUS

The failure of either Party at any time to enforce a provision or right in terms of an Order shall not be construed to be a waiver of such a provision or right.

If any provision in any Order is held invalid or unenforceable, such provision shall be severable from and shall not have any effect on the validity or the enforceability of the remaining provisions of the Order.

These Standard Conditions of Sale and all Orders shall be governed by South African law.

The headings to clauses are used for convenience only and shall not be taken into consideration in interpreting the meaning and effect of the clause.

Words purporting the singular only shall include the plural, and vice versa, where the context so requires, and natural persons shall include juristic persons and vice versa.

The Buyer shall not be entitled to cede, delegate, assign or transfer any of its rights or obligations in terms of an Order to any third party, without the prior written consent of UVIRCO.

No amendment, variation or consensual termination of any terms or condition of an Order shall be of any force and effect unless reduced to writing and signed by both Parties hereto.

Neither Party shall solicit, directly or indirectly, induce or employ in any capacity whatsoever, the employees, subcontractors, representatives or agents of the other Party during the term of an Order and for a period of 1 (one) year after the termination thereof.

The Parties hereby choose as their *domicilia citandi et executandi* the addresses set out in the Order and agree that all notices and processes arising out of or in connection with an Order may be served on them at that address.

Any notice required in terms of an Order shall be in writing and shall, until the contrary is proven by the addressee, be deemed to be received by the addressee upon the

date of delivery if it was delivered by hand to the addressee's address or 7 (seven) days after it has been dispatched by pre-paid registered post to the address of the latter Party, or on the next business day after it has been sent by email to the addressee.

APPENDIX "A" – WARRANTY

1. UViRCO WARRANTIES THAT

- 1.1 All Products will be manufactured and/or produced in accordance with current specifications notified by UViRCO to the Buyer;
- 1.2 The Products will be free from defects due to parts, processes or workmanship, including defects embedded in the Product operating software, under normal and proper use;
- 1.3 If all or any part of a Product fails (subject to the provisions of clause 2 below) to comply with the warranties contained in 1.1 or 1.2 above within a period of 12 (twelve) months OR 18 (eighteen) months (depending on the type of Product) after delivery to the Buyer –
 - The Buyer must notify UViRCO in writing (as per the Service Repair Form attached hereto) as soon as reasonably possible, but not more than 7 (seven) days, after it becomes aware of such failure and shall specify the nature of the defect;
 - UViRCO shall, at its entire discretion, remedy the failure by adjusting, repairing or replacing the item of the Product in question. The warranty period for adjusted or repaired Products shall be the remainder of the warranty period;
 - All warranty repairs or replacements of Products shall be completed within 60 (sixty) days after receipt of the defective Product, subject to the availability of components;
 - The cost of shipping defective Products to UViRCO as well as the return thereof to the Buyer shall be for the Buyer's account in instances where UViRCO assesses that the Products are not covered by the warranty.
- 1.4 UViRCO reserves the right to modify, amend or change specifications of the Products at any time provided the Buyer is given reasonable notice of such change. UViRCO will, during the warranty period, be responsible for resolving all warranty issues for which it is liable to honour in terms of this warranty.

2. CONDITIONS FOR THE WARRANTY TO APPLY

1. The Products must be operated according to its specifications, its User Manual as well as any additional instructions issued by UViRCO, none of which may be exceeded even occasionally.

2. The Products must only be used for the purpose for which it is intended.
3. Unless by written agreement with UViRCO, the Products must not be mounted on any installation that does, or may affect unfavourably the operation or life expectancy of the Products or any of its parts.
4. The Products must be transported, unpacked, otherwise handled, installed and used by persons with knowledge and experience of such Products, and without negligence or recklessness.
5. UViRCO must be afforded the opportunity to examine the Products alleged to be defective, and if necessary, UViRCO must be given access to the equipment in which the Products are installed.
6. UViRCO shall not be liable under warranty (i) for any tampering, misuse, mishandling or misapplication of the Products; or (ii) with respect to alterations made to the Products without UViRCO's express authorization.
7. After delivery and installation of the Products, the Buyer must within 5 (five) days conduct tests according to the User Manual and any additional instructions supplied by UViRCO to establish the condition of the Products. In the event that the Products fail the tests, the Service Repair Form supplied with the Products shall be completed and returned to UViRCO within seven (7) days of failure. Should the Buyer fail to conduct these tests within the said time period, the Products will be deemed accepted.
8. If, after despatch of the Products by UViRCO to the Buyer, the Products are or have to be stored for a period of three (3) months or more for any reason whatsoever, the following instructions relating to the maintenance of the Products must be complied with:
 - The Products must be stored in an area where the storage temperature for the particular model is not exceeded (refer the specifications of the model);
 - The batteries must be removed from the unit and stored, preferably with a charge level of 40% to maintain performance, in its designated position in the hard carry case;
 - The carry case must be stored in the shipping box in which it was received.
9. If at the time of the receipt of the Products there is manifest damage to the Products the Buyer shall immediately:
 - Assess the extent of the damage insofar as the Buyer is able to do so and prepare a written report of such assessment;
 - Make a claim against the carrier (from point of delivery to final destiny), if appropriate;
 - Notify the Buyer's insurers and make an appropriate claim for indemnity and/or compensation, if appropriate;
 - Notify UViRCO and submit to it a copy of the report referred to above.
10. All records and reports relating to defects and/or failures in the Products must have been submitted to UViRCO within the time period stipulated. All

information requested by UViRCO in response to such records and reports must also be timely supplied.

3. RETURN OF THE PRODUCTS TO UViRCO

1. In the event that the Products are returned to UViRCO, whether at the request of UViRCO or at the instance of the Buyer: -
 - The Products shall be packed in the same manner employed by UViRCO and in the same type of materials previously used;
 - The same method of transport as was employed in the dispatch of the Products shall be used;
2. UViRCO shall not be responsible for any damage arising during the transportation of the Products.
3. All transport and insurance costs arising from the return of the Products to UViRCO are the responsibility of the Buyer unless otherwise agreed in writing with UViRCO.