

Quotation

Attention: Sithembiso Maphanga
Email: sithembiso.maphanga@ntpro.co.za
Contact No:
Company: NTPRO drive Technology
Subject: Quotation
Your Ref:

From:
E-mail: za-quotes@se.com
Tel (RSA): 086 1300 222
Tel (Intl.): +27 (0) 11 230 5880
Date: 18 June 2021
Our Ref: 81436934

Quotation: 81436934

*Stock Status: A = Stocked; B = Consult mySE here: <https://www.myseza.schneider-electric.com>
 or contact the Schneider Electric Customer Care +27 (0) 11 230 5880

REFERENCE	QTY	DESCRIPTION	UNIT PRICE Ex VAT	TOTAL PRICE Ex VAT	RESTRICTION	*STOCK STATUS	DISCOUNT CODE
LC1DT40P7	1	CONTACTOR TESYS LC1D 4P AC1 440V 40 A CO	R 2 129,85	R 2 129,85	-	A	4C
LADN11	1	ADD ON BLOCK 1 NO + 1 NC D-MODEL	R 364,32	R 364,32	-	A	4C
TOTAL LIST PRICE EXCLUDING VAT				R 2 494,17			

Quotation valid for 30 days from above date only.

Information is given gratuitously and no liability can be accepted for the misapplication thereof. This quotation is merely for the pricing of the parts requested.

This quote is subject to Schneider Electric General Conditions of Sale. Products may become unavailable should they have reached End-of-Life.

E&OE Applies.

Quote Tool Version ID: v1.37 RELEASE DATE: 18 May 2021

The Stock Status is a general indication of whether the product is a standard stock item in South Africa or not.

Note: Should we not have stock of the product in South Africa, the Lead Time in days is only an indication of the Estimated time to ship to South Africa.

- Level **A0** => available to any customer
- Level **A1** => available to customers who have electrical and mechanical skills, and are able test the installation (panel builders, integrators, ...)
- Level **A4** => adaptation by Schneider Electric Services (sensitive components such as Micrologic)
- Level **A5** => global offer - adapted by local adaptation centre (requires specific tools and test bench)
- Level **A6** => local offer - adapted by local adaptation centre (requires specific tools and test bench)

Schneider Electric South Africa (Pty) Ltd

Reg. No. 1971/002841/07 - Vat No. 4370101109
 09 Old Pretoria Main Road, Midrand, Gauteng, South Africa
 Private Bag X139, Halfway House, 1685, South Africa
 Tel. +27 (0) 11 254 6400 - Fax. +27 (0) 11 254 6640

www.se.com/za



We subscribe to a strict code of Business Conduct, Ethics and Principles of Responsibility. South Africa is a Party to the OECD Convention and we fully support its mission in combatting Corruption. Schneider Electric South Africa has been awarded the Anti-Corruption compliance certification for the corresponding terms of reference.



Shipping Information

Quotation: 81436934

REFERENCE	DESCRIPTION	LOGISTIC OFFER (days)	GROSS WEIGHT (g) PER UNIT	WIDTH (mm)	LENGTH (mm)	HEIGHT (mm)
LC1DT40P7	CONTACTOR TESYS LC1D 4P AC1 440V 40 A CO	2	478	95	117	53
LADN11	ADD ON BLOCK 1 NO + 1 NC D-MODEL	2	34	42	53	30

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Commercial Logistics Offer

Lead Time Offer

Where applicable, please refer to your annual commercial agreement for full details.

Product Segment	All Regions but Eastern Cape and Western Cape	Eastern and Western Cape	Outlying Areas	Order Cut Off Time	Ex-Works
C1 - Stock	D+2	D+3	D+4	15:00	D+1
C2 - Buy Out	D+2	D+3	D+4	15:00	D+1
C3 - Non-Stock	D+LT+2	D+LT+3	D+LT+4	15:00	D+LT
Configured (with only stocked components)	To Be Confirmed			15:00	To Be Confirmed
Configured (with 1 or more non-stock components)	To Be Confirmed			15:00	To Be Confirmed
Emergency					4 Hours

"D"	Day of processing the order
Emergency	Breakdown or critical to safety or process Only for collection *Special arrangements can be made for delivery with the Customer Care Center for regional emergency/breakdown orders
LT	Suppliers quoted lead-time
Configured	Please wait for a period of 48 hours from order capture to get an accurate scheduled delivery date which can be viewed on mySE

C1 - Stock Orders

- Stock Orders are consolidated orders placed at limited intervals by Distributors to replenish and maintain their recommended stock levels for the Customers they serve.
- Products for these orders are stocked by Schneider Electric locally and its Distributors.
- Stock Orders will be delivered via the Supplier's chosen mode of transport free of charge to the Distributor's premises.

C2 - Buy-out Orders

- Buy-out orders are placed without a limitation to the number of orders placed, provided the Product Ordering Terms are adhered to.
- Products for these orders are stocked by Schneider Electric locally but not by Distributors.
- Buy-out orders will be delivered via the Supplier's chosen mode of transport, free of charge to the Distributor's premises.

C3 - Non-Stock Orders

Non-stock products are catalogue products not stocked by Schneider Electric locally, but may be ordered from the source of origin subject to the quoted lead times. These orders will be processed by the Call Center on the express understanding that the order cannot be cancelled or amended after it has been loaded on the system. Product returns will not be considered for any reason, including, but not limited to, delivery delays.

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Commercial Logistics Offer

Configured Product Orders

Configured products are built up combinations of various products.

Schneider Electric will confirm a lead time per order taking into consideration the "Lead Time Offer" for all product categories.

Configured orders can be composed of either:

- Stocked components - catalogue products stocked by Schneider Electric locally
- Non-stock components - as defined for non-stock orders

Please note configured products consisting of one or more non-stock components will be subject to the supplier's quoted lead-time.

Emergency / Breakdown Orders

Schneider Electric will use its best endeavours to have Emergency orders ready for collection within the time specified in the "Lead Time Offer" table, provided the Distributor ensures that the Customer Care Center is made aware of this order.

Emergency / Breakdown orders will be ready for collection within 4 hours from the time the Customer Care Center is made aware of the order either through a mySE Live Chat message, e-mail or telephone call.

It is critical to contact the Call Center to advise of the emergency order being placed.

These orders are limited to a breakdown or an order critical to safety or process.

Notes:

1. Emergency orders can be placed on mySE, it is mandatory to send a mySE Live Chat message to notify the Customer Care Center of the emergency order placed.
2. Breakdown orders of standard products should be placed on mySE following process in note 1, for adapted products an e-mail should be sent to the Customer Care Center with the subject line clearly stating: **Breakdown**
3. Applicable during normal business hours and after-hours.
4. Maximum of 10 lines will be accepted.
5. No delivery for emergency orders - **Collections only** (except where special arrangements have been made for delivery of regional orders, standard transit lead-times will apply in this case).
6. Dependant on stock availability.
7. Name of affected Company and nature of the breakdown for emergency orders.

Product Ordering Terms

- The minimum order value is R5000,00 (Five Thousand Rand) excluding Value Added Tax (not applicable to Emergency Orders as detailed above)
- For efficiency purposes, an Official Stockist should consider a maximum of one order per day.

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General Conditions of Sale

GENERAL:

All of the provisions of these Conditions are important, but please pay special attention to the provisions that are highlighted in bold. These have special consequences for the Customer and may limit the risk and liability of the Supplier and other persons, constitute an assumption of risk by the Customer and/or an acknowledgment of fact and/or impose an obligation on the Customer to indemnify the Supplier and other persons.

The scope, quality and all terms and conditions for the provision of any parts, equipment, hardware, software, technology, documentation, works or services (collectively "Work(s)" or the "Work") shall be exclusively defined on the one hand by, as the case may be, either the order confirmation of the provider of the Work, being Schneider Electric South Africa ("Supplier") or the offer signed by Customer and Supplier ("Parties" or any one of them as the "Party") and on the other hand the written provisions of these Conditions for Supplies and Services, collectively (the "Order"). **The Parties expressly agree that the Order shall be the sole Order governing the relationship between them regarding the Works to the exclusion of the terms and conditions contained in any and all of the Customer's own purchase orders and documents, none of which shall be binding on the Supplier, the Customer waiving any rights to rely thereon. The Customer's terms and conditions, including any general terms and conditions for the Works, shall apply only where expressly accepted in writing by the Supplier.** The Order shall only be deemed to have been concluded upon receipt by the Customer of the Supplier's written acknowledgement stating its acceptance of the Customer's order. To the extent that the Customer has a valid and existing annual distribution, system integrator, panel builder or otherwise agreement (each being an "Annual Agreement") in place with the Supplier for the Work, then it is an express provision that the general conditions of that Annual Agreement shall prevail over these General Conditions for any Order. **For the sake of clarity and avoidance of doubt, the Order and its special conditions shall take precedence over these conditions which will supplement it.**

DEFINITIONS

Confidential Information: shall mean all confidential and proprietary information disclosed by one Party to the other in connection with the preparation, execution and performance of this Order, in any form whatsoever (including electronic media) including but not limited to technical information, business strategies and market information.

CPA: shall mean the Consumer Protection Act 68 of 2008, as amended from time to time.

Intellectual Property Rights: shall mean all patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: shall mean any order placed by the Customer to the Supplier pursuant to these conditions in accordance with both the offer form and the offer acceptance form prescribed by the Supplier from time to time.

Principles of Responsibility: shall mean the prevailing principles issued by the Supplier (as at the Effective Date) and available upon request on the website www.schneider-electric.com.

Prime Rate: shall mean the publicly quoted basic rate of interest per annum calculated daily and compounded monthly in arrears on the basis of a 365 (three hundred and sixty-five) day year irrespective of whether or not the year is a leap year, from time to time, published by Standard Bank as being its prime overdraft rate, as certified by any manager of Standard Bank whose appointment and designation it will not be necessary to prove.

1. PRICE & TERMS OF PAYMENT

1.1 Unless otherwise agreed in writing, prices shall exclude packing and any indirect tax, including but not limited to property, license, sales, use, value added or similar taxes or duties applicable to the transaction or related work. Customer agrees to pay or reimburse Supplier all such taxes, levied on Supplier or its subcontractors.

1.2 Payments shall be made to the bank account or payment office notified by Supplier without any deduction, including but not limited to deductions of withholding tax unless Customer is required to make a payment subject to such deduction. In this case the sum payable by Customer in respect of which such deduction is required to be made, shall be increased to the extent necessary to ensure that, after the making of the deduction, Supplier receives and retains (free from any liability for such deduction) a net sum equal to the amount it would have

received had no such deduction been made. Customer shall hand over tax receipts of withholding tax paid to Supplier within four weeks after payment of an invoice, which was subject to withholding tax.

1.3 **Subject to the Order and its special terms, if the Customer requires any Works which the Supplier has to specifically source from outside South Africa which is charged to the Supplier in foreign currency, the Supplier shall invoice the Customer for those Works in Rands calculated at the exchange rate quoted by the Standard Bank of South Africa (buyer's rate) as at the date of the invoice.** If there is a difference between the rate of exchange as at the date of such invoice and the exchange rate at the date and time payment of the invoice is received by the Supplier with the result that there is an increase in the price of the Works, the Customer shall bear the increase. The Supplier shall invoice the Customer for such increase payable within 30 (thirty) days.

1.4 If Supplier does not receive payment from Customer when such payment has become due and payable Supplier shall be entitled to charge interest at the publicly quoted basic rate of interest per annum calculated daily and compounded monthly in arrears on the basis of a 365 (three hundred and sixty five) day year irrespective of whether or not the year is a leap year, from time to time, published by Standard Bank as being its prime overdraft rate, as certified by any manager of Standard Bank whose appointment and designation it will not be necessary to prove ("Prime Rate").

2. DELIVERY - TITLE - RISK & OTHERS

2.1 Unless otherwise agreed in the Order, the Supplier shall deliver the Works to the Customer according to Incoterms 2010 Ex-works. The Customer shall inspect all deliveries and notify the Supplier of any apparent defects within 7 (seven) days thereof, failing which the Works shall be deemed to be free of any defects and in good working order and condition.

2.2 Title of the Works shall pass upon total payment of the purchase price therefor by the Customer to the Supplier. The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Works which remain the property of the Supplier, but without prejudice to any of the Supplier's rights according to law if the Customer attempts to do so, all money owing by the Customer to the Supplier shall become due and payable.

2.3 Risk in the Works shall pass upon delivery. The Supplier shall package the Works in accordance with its routinely used packaging standards.

2.4 If the Customer doesn't collect the 'ready for collection' Works as agreed in an Order, then the Supplier reserves the right to cancel Orders related to those Works and apply cancellation charges as per the Supplier's current policies and/or alternatively charge the Customer storage and handling fees related to the Works ready for collection.

2.5 In respect of Works identified or by their nature are Customized to Order 'CTO' Works, these Orders cannot be cancelled in any way whatsoever once the Order is accepted.

3. CHANGES

The Customer may make a change in the general scope by altering, adding to, or deducting from the Works, and the Order price shall be adjusted accordingly by a written change order accepted without reservation by the Supplier. All such Works shall be executed under the provisions of this Order and its conditions except that any claim for extension of time or price impacts caused shall be adjusted and agreed between the parties prior to any change order issued. The price of any such extra work or change may be determined by one or more of the following ways: (i) by estimate and acceptance of a lump sum; (ii) by existing unit prices set forth in the Order or subsequently agreed upon; or by cost and percentage of cost or by cost and fixed fee. In no event shall the Supplier be obligated to perform extra or additional Works for changes or variations unless the price (or method of pricing) and time impact is mutually agreed upon and a change order is accepted by the Supplier.

4. TIME FOR DELIVERY & DELAY

4.1 Performance of the stipulated time for delivery is subject to the suspensive conditions of the Order including but not limited to; the timely receipt by Supplier of all required documentation, necessary permits, releases, and plans to be provided by Customer, and timely fulfilment of all obligations of the Customer herein. To the extent said conditions are not fulfilled on time, the time for delivery and/or completion shall be extended accordingly.

4.2 If Supplier is solely responsible for a delay in delivery of the Work (in case this Order is not a pure purchasing contract and regardless if the Supplier may be advised of the possibility of such damages), the parties agree that liquidated damages shall be applied as a genuine pre-estimate of loss for which the Customer may claim liquidated damages of zero-point five percent (0.5 %) of the ex-works price of that part of the Work, which, because of the delay, could not be put to the intended use for every completed week of delay. Payment of the liquidated damages shall be the exclusive remedy of Customer for delay and under no circumstances shall

General Conditions of Sale

the total aggregate liability of Supplier for such delay exceed ten percent (10 %) of the contract price of that Work, which, because of the delay, could not be put to the intended use.

5. SUSPENSION & TERMINATION

5.1 If Customer suspends Work for reasons Supplier is not responsible for, Supplier may stop work until the failure is remedied or the suspension lifted, as appropriate, and shall be paid for all Work performed until receipt of the suspension notice and for all additional cost not compensated by this payment, but incurred in connection with the performance and/or suspension of the Order including but not limited to payments due to subcontractors and sub-suppliers, cost of waiting time, demobilization and remobilization, costs and protection of the existing Work. In addition, Customer shall grant an adequate extension of time for delivery of the Works (including the time necessary to restart the works after suspension if lifted) to Supplier

5.2 In addition, the Supplier may suspend whole or part of its obligations in this Order and the time for completion, if any, shall be adequately extended and Customer shall pay any cost thereby incurred by Supplier; a) Customer fails to make payment of any amount when due and payable, or b) Customer fails to perform its obligations necessary for Supplier to deliver or complete the Work.

5.3 Without prejudice to the Suppliers rights at law, in the event that the Customer is in breach of any of the provisions of the Order or these conditions and fails to remedy such breach within 30 days after Customer has received Supplier's written notice requiring Customer to do so, Supplier shall be entitled to terminate either part or the whole of the Order with immediate effect by giving Customer written notice of termination.

5.4 In the event of termination by Supplier, the Customer shall pay to the Supplier the Order Price less any savings due to such earlier termination, subject to a minimum 90% (ninety percent) of the Order price.

6. ACCEPTANCE

6.1 Customer shall accept Work including delivery, engineering, factory tests, erection, assembly, commissioning and testing separately upon their respective completion.

6.2 Notwithstanding this Clause, acceptance of Work comprising scheduled outage services or maintenance services, irrespective of whether or not such services comprise the installation or provision of hardware or software, shall be deemed to be given by Customer after performance of the respective services.

6.3 If, after completion, Supplier requests acceptance of the Work or a part of it, Customer shall provide written acceptance within two (2) weeks of request. However, the Work is deemed to be accepted if Customer refuses acceptance, but does not give written reasons therefore within two (2) weeks or does not respond within two (2) weeks of request. The Customer's reasons shall at least detail the Work Customer regards as unfinished or substantially defective. The Work or any part of it is also deemed to be accepted if put to use by Customer.

6.4 Customer may not refuse acceptance in case of a) defects which only insignificantly impair the use of the respective Work, b) minor deviations of the Work from the specification of the Work, c) part identification numbers of the Work or parts thereof differ from those of the parts originally installed or ordered due to technical developments, d) defective installation or erection not carried out by Supplier, or e) inappropriate foundation or particular external influences not explicitly assumed to have an impact on the Work.

6.5 As long as a defect of the Work is capable to be remedied and Supplier has not definitely refused to undertake the required remedial efforts, Customer shall not be entitled to definitely refuse acceptance of the Work.

6.7 If Work or any portion thereof is ready for delivery or performance and cannot be delivered or performed for reasons beyond Supplier's control, acceptance shall be deemed to have taken place upon Supplier's notification to Customer of readiness for delivery or performance.

6.8 The Supplier definitively waives all performance guarantees and testing.

6.9 All costs and expenses of Customer or any third party for inspections, tests, approvals, and acceptance procedures shall be borne by Customer.

7. DEFECTS & WARRANTY

7.1 Supplier shall, at its option and subject to the following paragraphs, repair any defect or perform again, modify or replace any Work or any portion thereof that is defective in accordance with the following provisions.

7.2 Supplier shall only be liable if; a) Customer proves that it complied with the instructions or recommendations contained in the operation and maintenance manuals or other documentation of the original equipment manufacturer and the Supplier including but not limited to the use of the Works in places/areas not defined as suitable in said manuals or documentation; b) Customer notified Supplier during the Works warranty period in writing of the defect without undue delay after

Customer's discovery of the respective defect or after Customer should have discovered the same if Customer had exercised due care and in either case if Customer did allow Supplier a reasonable opportunity to investigate if requested; c) the defect is due to circumstances that existed in the Work before the transfer of risk occurred and not due to normal wear and tear.

7.3 The Customer shall bear the cost and risk associated with the transportation of defective Works or parts of repaired or replacement Works or parts to the Supplier's warehouse. Where repairs are required to be affected on site, the conditions applicable to the Supplier's representatives on site shall be agreed upon on a case by case basis prior to the dispatch of the Supplier's representatives to the site.

7.4 The Supplier warrants that the Works sold by it hereunder will be new and free from defects in workmanship and design. This is the only warranty provided by the Supplier in respect of the Works and the Customer acknowledges, without limitation, that no performance guarantees are provided on any of the Works.

7.5 Unless otherwise stated in the Order, the hardware warranty period on all Works shall be as stated in the Works manual (the "Works Warranty Period"). The Warranty Period commences on the date of Delivery of the Works or if undefined, 12 (twelve) months from date of delivery.

7.6 The delivery to the Customer of a properly repaired Works or part, or a replacement Works or part shall be deemed to fulfil the Supplier's obligations under the warranty.

7.7 The Supplier warrants that (i) the Software sold by it hereunder will operate substantially in accordance with and perform the material functions and features as set out in the applicable parts(s) of the specifications or as described in the accompanying software user documentation where no specification(s) are provided and (ii) any media upon which the software is furnished will be new and free from defects in material and workmanship when given normal, proper and intended usage. The warranty period applicable to any software is twelve (12) months from the date of delivery of the software license key by the Customer (the "Software Warranty Period"). No updates or warranties in respect of updates are provided under this Order. The Supplier warrants that during the Software Warranty Period: (i) the software licensed hereunder will function substantially as described in the accompanying software user documentation, including online help and (ii) any media upon which the software is furnished will be free from defects in material and workmanship when used in accordance with its normal, proper and intended usage. 7.8 During the Software Warranty Period, the Supplier's sole obligation, and the Customer's sole remedy with respect to this warranty shall be the repair or replacement of all or any portions of the software, or to refund any license fee(s) paid, provided that the media, license key and hard lock is returned to the Supplier. The particular remedy to be applied by the Supplier shall be in its sole and absolute discretion.

7.9 The foregoing warranties and remedies are exclusive and in lieu of all other warranties, representations, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions of merchantability, title, non-infringement and fitness for a particular purpose. The Customer agrees not to offer greater warranties to its customers with respect to the Works than the Supplier offers to the Customer under this Order or any product manual.

7.10 The Supplier shall not be liable under the foregoing warranties: (a) if its testing and examination disclose that the alleged defect in the Works does not exist or was caused by the Customer or any other person's misuse, negligence, improper installation or testing, unauthorized attempts to repair or modify, or any other action or omission beyond the range of the intended use (b) for any losses or damages caused by defects in the Works caused by accident, fire or other hazard or breakdown due to another Works; and/or (c) for any Works that have been modified by any person other than the Supplier, or for any software, firmware, information or memory data of the Customer, or other persons contained in, stored on, or integrated with any Works returned to the Supplier for repair, whether under warranty or not.

7.11 The said express warranties and remedies set out in this Clause do not cover normal wear and tear or consumables. The Supplier also makes no warranty or representation that its software will work in combination with any hardware or applications software Works provided by third parties, that the operation of the software will be uninterrupted or error-free, or that all defects in the Software will be corrected. Defects with regard to software are excluded; a) in case of insignificant deviation of the software from the agreed characteristics; b) as long as the defect cannot be reproduced by Customer in the presence of Supplier; c) for errors or restrictions of use originating after the transfer of risk to the Customer, in particular resulting from improper operation, usage or handling; d) for errors or restrictions of use resulting from modifications, performance of maintenance not approved by Supplier, or improper interconnection with and/or integration into third party equipment unless such modifications, maintenance, or interconnection and integration was performed by Supplier or its subcontractors and; e) for defects in freeware, shareware or open source software.

General Conditions of Sale

7.12 The warranties set out in this Clause shall apply in addition to, and without prejudice to, any other warranty or right which is implied in terms of the CPA to the extent that the CPA applies.

8. CONSEQUENTIAL DAMAGES – LIMITATION OF LIABILITY - INDEMNITIES

8.1 Save as expressly provided for herein, the Supplier shall not be liable for any losses or damages incurred by the Customer whatsoever and howsoever caused.

8.2 Notwithstanding any provision to the contrary, in no event whatsoever will the Supplier, its affiliates, nor anyone else who has been involved in the creation, Works or delivery of the Works, including the Supplier's licensors, be liable for any special, indirect, incidental punitive or consequential damages whatsoever, such as, but not limited to; loss of profits or revenue or anticipated profits or savings or any other financial loss, loss of use, loss of business, loss of goodwill, loss or corruption of data or loss of information or reconstruction of data or information arising out of or in connection with the installation, use, performance, failure or interruption, even if the Supplier has been advised of the possibility of such damages and even if a remedy set forth in this Order is found to have failed of its essential purpose.

8.3 The Supplier's liability, if any, whether in contract, delict or otherwise any defect in the Works shall be further limited in the aggregate to the value of the Order in which the alleged defective Works were included.

8.4 The above terms set out the Supplier's entire liability with respect to the Works, and the Supplier's liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, statutory or otherwise, with respect to the Works or the quality or fitness of the Works for any particular purpose.

8.5 Insofar as the law allows, the Customer is solely responsible for damages caused to the end user or other third parties due to the Customer's contractual services or supplies, and especially due to its commercial business or action. The Customer hereby indemnifies the Supplier and holds it harmless from and against any claims for loss or damage to any person or property beyond the Supplier's liability as expressly set out herein.

8.6 Notwithstanding anything to the contrary herein, if the Supplier notifies the Customer that any of the Works needs to be recalled or otherwise withdrawn from the market, the Customer shall recall or otherwise withdraw such Works from the market forthwith, all the costs of which shall be borne by the Supplier. Should the Customer refuse or otherwise fail to affect such recall or withdrawal within a reasonable time, the Customer hereby indemnifies the Supplier, its Affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages or costs, including legal costs, incurred or suffered by the Supplier or the Customer as a result of any such failure or refusal.

9. CONFIDENTIALITY & INTELLECTUAL PROPERTY

9.1 The Customer recognizes that by virtue of this Order, it occupies a position of strict confidence and trust with the Supplier and agrees to respect the Supplier's Confidential Information and Intellectual Property Rights made available as a result of this Order.

Consequently, the Customer agrees not to use, exploit or disclose such Intellectual Property Rights or Confidential Information in any manner other than for the due performance of this Order. All Intellectual Property Rights in and to the Works and any developments arising out of the performance under this Order belong, and shall belong, to the Supplier and/or its licensors.

9.2 Subject to the terms and conditions of this Order, the Supplier grants to the Customer a non-exclusive, non-transferable limited right and license, during the term of this Order, to utilize the Intellectual Property Rights solely in connection with the purpose of the Order.

9.3 The Customer shall not copy, modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the manufacture its own versions of the Works.

9.4 The license is subject to the terms and conditions of this Order and to payment of the applicable license fees (as applicable). It applies only for the relevant license term for which fees have been paid or in default of any such specification, the duration of this Order and solely for the purpose of performing the Customer's obligations under this Order.

10. ASSIGNMENT & TRANSFER

10.1 Supplier shall be entitled to assign the whole Order to an affiliated Supplier, i.e. any company, corporation or other legal entity which directly or indirectly: (a) is controlled by Supplier; or (b) controls Supplier; or (c) is controlled by a company which directly or indirectly controls Supplier. For the avoidance of doubt (i) a Supplier is directly controlled by another company if such other company holds shares, quotas or voting rights carrying in the aggregate fifty per cent (50%) or more of the votes exercisable at shareholder meetings, and (ii) a particular company is indirectly

controlled by a Supplier or companies, hereinafter called the "parent company", if a series of companies can be specified beginning with the parent company or parent companies and ending with the particular company, so related that each company of the series, except the parent company or parent companies, is directly controlled by one or more of the companies earlier in the series.

10.2 Supplier may terminate this Order if Customer assign its rights and /or delegates its duties under this Order without the prior written approval of Supplier.

11. FORCE MAJEURE

11.1 Neither Party shall be liable to the other Party for any alleged loss or damages resulting from delays in performance caused by an event of Force Majeure which either Party could not have reasonably provided for, avoided or overcome before entering into this Order or subsequent to it, and which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the following: acts of rebellion, terrorism, revolution, insurrection, military or usurped power, civil war or war hostilities (whether declared or not), earthquake, fire, flood, epidemic, quarantine, non-scheduled blackouts or energy crisis, riots, commotion, disorder, strikes or lockout by persons other than the Parties personnel and employees of contractor's or subcontractors, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the Party whose performance is so delayed.

11.2 If either Party considers that any circumstances of Force Majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party in writing within a period of fourteen (14) days of such occurrence and of the action it proposes to take.

11.3 If circumstances of Force Majeure have occurred and shall continue for a period of ninety (90) days, then either Party shall be entitled to terminate this Order by giving (30) thirty days' notice of the termination.

12. EFFECT OF INVALID - UNENFORCEABLE CLAUSES

If any provision of this Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Order, which shall remain in full force and effect. The Parties agree that in such circumstances they shall attempt in good faith to substitute for any invalid or unenforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

13. NOTICES

All correspondence and documents relating to this Order shall be in writing in English and shall be deemed to have been received when personally delivered, or upon receipt when sent by facsimile, electronic mail, overnight courier, or by registered mail, return receipt requested, postage prepaid, addressed as set forth above.

14. CONSUMER PROTECTION

14.1 Notwithstanding anything to the contrary in this Order, if this Order or any provision of this Order is regulated by or subject to the CPA, it is not intended that any provision of this Order contravenes any provision of the CPA. Therefore, all provisions of this Order must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.

14.2 Notwithstanding anything to the contrary in this Order, no provision of this Order (a) does or purports to limit or exempt either Party from any liability (including, without limitation, for any loss directly or indirectly attributable to a Party's gross negligence or willful default or that of any other person acting for or controlled by either Party) to the extent that the CPA does not allow such a limitation or exemption or (b) requires either Party to assume risk or liability for any liability or loss, to the extent that the law does not allow such an assumption of risk or liability; and/or (c) limits or excludes any warranties or obligations which are implied into this Order by the CPA (to the extent applicable) or which Supplier gives under the CPA (to the extent applicable), to the extent that the CPA does not allow them to be limited or excluded.

15. GOVERNING LAW & SETTLEMENT OF DISPUTES

15.1 This Order and any dispute arising in respect of its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of South Africa.

15.2 All disputes shall be finally settled in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa ("AFSA") without recourse to the ordinary courts of law, except as explicitly provided for within this Clause.

General Conditions of Sale

15.3 The Parties shall agree on the arbitrator who shall be an attorney or senior advocate (with at least 10 years' experience in commercial legal practice) on the panel of arbitrators of AFSA. If Order is not reached within 10 business days after any party calls in writing for such Order, the arbitrator shall be an attorney or senior advocate (with at least 10 years' experience in commercial legal practice) nominated by the chairman of AFSA for the time being.

15.4 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Party who may, within 7 days, submit written comments on the request to the other Party.

15.5 The arbitration shall be held in Johannesburg and the Parties shall endeavor to ensure that it is completed as expeditiously as possible after notice requiring the claim to be referred to arbitration is given.

15.6 The Parties irrevocably agree that, subject to the provisions of this Clause, the decision of the arbitrator shall be (a) binding on them, (b) shall be carried into effect; and (c) may be made an order of any court of competent jurisdiction.

15.7 The parties agree that there shall be no appeal against the decision of the arbitrator unless the amount in dispute exceeds one million Rand (R 1,000,000) in which event any party to the dispute may appeal the decision of the arbitrator to an appeal panel of three arbitrators appointed by Order between the parties to the dispute, failing which the appeal arbitrators shall be appointed by the chairman of AFSA.

15.8 Nothing contained in ambit of this Clause shall prohibit a party from approaching a court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration. The parties hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria).

16. MISCELLANEOUS

16.1 Each Party shall, at its own expense satisfy any laws or requirements with respect to declaring, filing, recording or otherwise rendering this Order valid.

16.2 No change or amendment to this contract, including this Clause shall be valid, unless it occurs in writing and will be duly executed by the Parties. If any provision of the Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Order, which shall remain in full force and effect. The parties agree that in such circumstances they shall attempt in good faith to substitute for any invalid or unenforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

16.3 To the extent that any provision of the Order is considered to be, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962 in favor of a Party: a) the terms of the Order shall not be construed or interpreted in such a way as entitling the Party to recover both damages and the penalty; b) the Party shall be entitled to recover damages in lieu of the relevant penalty; c) the Party shall not be obliged to accept defective or delayed performance by the other Party; and d) the other Party acknowledges and agrees, having taken account of the prejudice that will be suffered by the Party, that the penalty stipulation is equitable in the circumstances.

16.4. The Supplier is committed to adhering to ethical conduct in all of its operations. In so doing, we follow a set of prescribed "Principles of Responsibility". Its Principles of Responsibility facilitate and affirm the Supplier's intent as an international group of companies to comply with the laws and regulations in force in every Country in which it operates. The Supplier strongly commits to its Principles of Responsibility in not tolerating the violation of any legislation and promoting ethical conduct at all times and strongly commits to "The UN Global Compact" pertaining to human rights, Labour standards, environment and anti-corruption. Anti-Corruption: The Customer shall: (a) Comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004, in particular section 5, gives effect to the OECD Convention on Bribery of Public Officials in International Business Transaction; (b) Not bribe any other person, intending to obtain or retain business or a business advantage nor engage in any activity, practice or conduct which would constitute an offence under sections 3 – 21 of the Prevention and Combating of Corrupt Activities Act; (c) Comply with the Supplier's, anti-bribery and anti-corruption policies which the Supplier or may update from time to time; (d) Maintain throughout the term of this Order its own policies and procedures, including but not limited to adequate procedures to ensure compliance with anti-bribery and corruption with the applicable laws; (e) Ensure that all persons associated with the Customer comply with this Clause. Breach of this Clause shall be deemed a material breach. The Customer undertakes fully to indemnify and hold harmless the Supplier in respect of all costs, losses, damages, expenses (including professional and legal fees on an indemnity basis) and other liabilities arising from any breach of this Clause.

17. EXPORT CONTROL

17.1 If Customer transfers Works provided or performed by the Supplier to a third-party Customer shall comply with all applicable national and international (re-)export control laws and regulations. Prior to any transfer of Works provided by the Supplier to a third-party Customer shall in particular check and guarantee by appropriate measures that a) There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those Works or by provision of other economic resources in connection with those Works, also considering the limitations of domestic business and prohibitions of bypassing those embargos; b) Such Works are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided c) The regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

17.2 If required to enable authorities or the Supplier to conduct export control checks, Customer, upon request by the Supplier, shall promptly provide the Supplier with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Works provided by the Supplier, as well as any export control restrictions existing.

17.3 Customer shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer, and Customer shall compensate Supplier for all losses and expenses resulting thereof.

18. WORK ON SITE

Unless otherwise agreed in writing, Work outside Supplier's own workshop or factory including but not limited to assembly, installation, commissioning and testing of the Work or any portion thereof shall be subject to the following provisions:

i. Customer shall provide at its own expense and in a timely manner: a) Unrestricted access to the Work Area, including but not limited to entry permits and security passes; b) Comprehensive assistance with regard to obtaining import, export and customs clearance for personal belongings and goods of Supplier's and its subcontractors' personnel and of the equipment, tools and goods required for the Work; c) Comprehensive assistance to Supplier's and its subcontractor's personnel for obtaining visas, work and residence permits to the extent required for the carrying out of the Work as well as with regard to any permits required for leaving the country d) Repatriation of Supplier's personnel in case of emergencies including but not limited to war, civil war, civil disturbance and epidemics; e) All earth-moving and construction work and other ancillary services not specific to Supplier's trade as well as the necessary skilled and unskilled Labour, materials and tools; f) The equipment and materials necessary for Supplier's performance of the Work such as scaffolding, lifting equipment etc.; g) Electrical and other energy including but not limited to fuels and lubricants as may be required, water at the point of use, including connections, heating, and lighting; h) Suitable, dry and lockable rooms of sufficient size at the site for the storage of machine parts, apparatus, materials, tools etc. and adequate working and recreation rooms for Supplier's and its subcontractors', if any, personnel, including telephones and communication lines and appropriate sanitary facilities. Furthermore, Customer shall take all reasonable measures for the protection of the property of Supplier and its assembly personnel; i) The Work Area exempt from any health or safety risks going beyond what is normal and usual for the type of work to be performed by Supplier; and j) All health and safety measures in the event the same become necessary to protect Supplier's and its subcontractors' personnel.

ii. Before the start of Work, Customer shall: a) make available, at its own cost and expense, all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site, and b) provide all necessary materials and equipment to start work at the site and carry out all preparations to such a point that the assembly or installation can be started as agreed and carried out without interruption. Access roads and the site shall be clear and prepared for erection, assembly or installation of the Work.

iii. If Work is delayed by circumstances for which Supplier is not responsible, Supplier shall be entitled to an equitable adjustment in schedule, price and other pertinent provisions of the Order.

iv. For any Work performed by Supplier (and its subcontractors, if any) on a time and material or other cost reimbursable basis, Customer shall certify to Supplier, at weekly intervals, the hours worked by Supplier's (and its subcontractors') personnel and shall promptly confirm in writing the status of the Work.

Schneider Electric South Africa (Pty) Ltd

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We subscribe to a strict code of Business Conduct, Ethics and Principles of Responsibility. South Africa is a Party to the OECD Convention and we fully support its mission in combating Corruption. Schneider Electric South Africa has been awarded the Anti-Corruption compliance certification for the corresponding terms of reference.

