

Sold To

KAMOA COPPER SA
PO Box 782078
2146 LUBUMBASHI
DEMOCRATIC REPUBLIC OF THE CONGO

Information

Quotation No. 202477316
Sales Order No. 303766197
Order Date 08DEC2020
Claim ID

M:O Destination Address

Nucleus Mining Logistics
50 Electron Avenue
ISANDO
1601
SOUTH AFRICA

M:O Contact Yvette Steyn
Telephone +27 119614097
Email metso.zaorders@metso.com
Sales Representative Guy Badianyama Kasangana

Customer Number 760549
Customer Contact Ginette Monga
Email ginettem@kamoacopper.com
Purchase Order No. 39303 OX

Bill To

Company
KAMOA COPPER SA
1148-6 Av de la Liberation
0000 LUBUMBASHI
DEMOCRATIC REPUBLIC OF THE CONGO

Additional Information

Payment Terms	30 days end of month	Marking
Currency	ZAR	
Incoterms	CPT / Kamoia Mine Site Lubumbashi	
Freight Pay. Terms	Prepay and allow	
Forwarder	K2017138629 (SOUTH AFRICA) (PTY)	
LI		
Partial Shipment	No	
Ship Via	Ground	

Ship To

KAMOA COPPER SITE
Kamoia Copper Project
0000 KOLWEZI DISTRICT, KATANGA DRC
DEMOCRATIC REPUBLIC OF THE CONGO

Item	Material/ Description	Quantity Ordered	Quantity Confirmed	UM	Ship Date	Unit Price	Extended Price
10	MM0434869 RETROFIT KIT MB100 X 750 ROSTA FOR REV OH	6	6	EA	12APR2021	128.791,00	772.746,00

Corporate Address:
METSO SOUTH AFRICA (PTY) LTD.
Private Bag X2006, Isando, 1600
35 Westfield Rd, Longmeadow Business Estate Ext 11
Edenvale, 1609
Phone: +27 011 961-4000 Fax: +27 011 397-5960
VAT Reg. No: 4780101731
Co. Reg. No: 1988/003445/07

Warehouse Address:
METSO SOUTH AFRICA (PTY) LTD.
C/O: DHL Supply Chain
21 Merlot Close, JT Ross Park, Plumbrago 4
WITFONTEIN EXT 55, KEMPTON PARK 1620
SOUTH AFRICA
Tel: +27 11 961 4000
Bank: Citibank / Branch Code: 350005
Account No: 0201018005 Swift Code: CITIZAJX

Item	Material/ Description	Quantity Ordered	Quantity Confirmed	UM	Ship Date	Unit Price	Extended Price
	6 EA has been shipped Net Weight	2.340 KG					
20	PDCF2680 SHAFT SLEEVE FR500 10 EA has been shipped Net Weight	10 26 KG	10	EA	12APR2021	5.139,00	51.390,00
30	PDWB062 BEARING ASSEMBLY FR500-D DDE 6 EA has been shipped Net Weight	6 875,400 KG	6	EA	12APR2021	51.580,00	309.480,00
40	N01530314 BOLT, HEXAGONAL ISO4014-M16X55-8.8-A3A 50 EA has been shipped Net Weight	50 5,750 KG	50	EA	12APR2021	38,20	1.910,00
50	N01563016 NUT, HEXAGONAL ISO4032-M16-8-A3A 50 EA has been shipped Net Weight	50 1,500 KG	50	EA	12APR2021	38,20	1.910,00
60	704007040000 WASHER, PLAIN DIN125-A17-140HV-A3A 50 EA has been shipped Net Weight	50 0,550 KG	50	EA	12APR2021	44,60	2.230,00
70	704007530000 WASHER, SPRING DIN127-A16-FST-A3A 50 EA has been shipped Net Weight	50 0,500 KG	50	EA	12APR2021	38,20	1.910,00

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Item	Material/ Description	Quantity Ordered	Quantity Confirmed	UM	Ship Date	Unit Price	Extended Price
80	N01530531 BOLT, HEXAGONAL ISO4014-M24X120-8.8-A3A 50 EA has been shipped Net Weight 26,750 KG	50	50	EA	12APR2021	72,10	3.605,00
90	N01563024 NUT, HEXAGONAL ISO4032-M24-8-A3A 50 EA has been shipped Net Weight 14 KG	50	50	EA	12APR2021	38,20	1.910,00
100	704007190000 WASHER, PLAIN DIN125-A25-140HV-A3A 50 EA has been shipped Net Weight 1,500 KG	50	50	EA	12APR2021	38,20	1.910,00
110	65-655-021-024 WASHER, SPRING DIN127-B24-A3A 50 EA has been shipped	50	50	EA	12APR2021	21,46	1.073,25
Sub-total							1.150.074,25
VAT 0.00%							0,00
Total (ZAR)							1.150.074,25
M:O Shipping Destination Nucleus Mining Logistics							

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METSO SOUTH AFRICA (PTY) LTD.

TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATION

Unless inconsistent with or indicated otherwise by the context:

- 1.1. **'Agreement'** means this agreement between Metso and the Client arising from the acceptance of the offer or Order including any annexures, schedules or exhibits attached to the Agreement;
- 1.2. **'Metso'** means Metso South Africa (Pty) Ltd of 35 Westfield Rd, Longmeadow Business Estate Ext 11, Edenvale, 1609.
- 1.3. **'Client'** means any person, firm or company to whom Metso submitted an Quotation or from whom Metso received an order.
- 1.4. **'Goods'** means and includes machinery, apparatus, materials, articles, equipment and things of all kinds including any documentation and manuals to the extent expressly specified in this Agreement.
- 1.5. **'Parties'** means, collectively, Metso and the Client and **'Party'** shall mean either of them as the context may indicate;
- 1.6. **'Payment Date'** means the date by when an invoice should be paid by the Client to Metso as per the payment terms contained in this Agreement, provided that such a date is not prior to the date on which the Works and/or Goods are delivered to the Client and subject to the rights and obligations in terms of this Agreement;
- 1.7. **'Quotation'** or **'Order'** means these General Terms and Conditions, together with any additional documentation and specification set out in Metso's offer to the Client or the order from the Client.
- 1.8. **'Works'** mean the work (if any) and deliverables to be supplied by Metso in terms of the Order such as erection, installation, supervision, testing and commissioning services to the extent expressly specified (**"Services"**), and, where the context so admits, Goods.

2. TERMS & CONDITIONS OF ORDER

- 2.1 The Quotation and/or Order shall be subject to the terms and conditions contained in this Agreement, specifically agreed between the Client and Metso ("agreed terms") upon acceptance of the Quotation and/or Order.
- 2.2 In the event that Metso provided a Quotation in terms of which the Client submitted an Order, these agreed terms and conditions shall be deemed to incorporate Metso's written Quotation in respect of the Goods and/or Work ("Metso's Quotation"). In the event of no terms and conditions having been stated in Metso's Quotation or in the event of there being no such Quotation, the Order shall be subject to this Agreement.

3. GENERAL

- 3.1. Should any provision of this Agreement be in conflict with the conditions of purchase, if any, set by the Client, then the provisions of this Agreement shall prevail and shall modify and amend the Client's conditions of purchase accordingly.
- 3.2. Subject only to 3.1 above, no variation of any of these Conditions (whether so qualified or not) whenever or howsoever made, shall be valid and binding unless and until agreed in writing between the parties.
- 3.3. Representation - None of Metso's representatives, agents or salesmen are entitled to vary these conditions unless they have the express written authority of the relevant Metso's directors and/or Vice Presidents.
- 3.4. Certificate - A Certificate under the hand of any director, manager or secretary of Metso stating that any particular sum or sums is/are due and payable by the Client to Metso shall be admissible in any Court of Law as prima facie proof of the contents thereof and shall constitute a legal document for the purposes of summary judgement or provisional sentence.
- 3.5. Confidentiality - The parties agree that all information contained within the Quotation and/or Order and any intellectual property, documents and correspondence submitted between the parties are strictly confidential and may not be transmitted to a third party without the prior written consent of Metso. All drawings, photographs, plans, specifications, technical data and know-how provided by Metso shall be treated by the Client as strictly confidential and shall not be divulged to any third party, copied, reproduced nor used by the Client or such third party for purposes other than essential to the Agreement, without the prior written consent of Metso.
- 3.6. Whole Agreement - The terms and conditions in this Agreement constitute the only terms and conditions applicable. No Agreement varying any of the items and conditions hereof and no cancellation or notation hereof shall be of any force or effect unless in writing and signed by Metso and the Client. The Client hereby waives any right which he may have to rectification of this Agreement and in addition abandons the right to claim or sue for rectification.

4. VALIDITY

- 4.1. Unless specifically stated in the Quotation, Metso's offer is open for acceptance for a period of 30 (thirty) days from the date thereof.

5. DRAWINGS, ETC.

- 5.1. All drawings, photographs, plans, descriptive matter and catalogues, specifications, shipping details and other particulars supplied with the Goods and/or Services and/or Works are to be taken as approximately only, and are intended to present a general idea of the Goods and/or work described, and shall not give rise to any contractual obligation.
- 5.2. Certified drawings and approved data and other information shall, where necessary and appropriate, be approved by Metso after acceptance of the Quotation and/or Order. However, under no circumstances will Metso supply copies of any workshop manufacturing drawings to the Client at any stage.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All copyright in respect of the articles to be supplied in terms of Quotation and/or Order and in respect of any sketches, diagrams, plans, flowcharts or similar documents from which the same may be derived shall at all times remain vested in Metso or its suppliers and are to be used by the Client only for the purpose of installing, operating, maintaining and repairing the Goods.
- 6.2. Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to the Goods and their other products, including Services and Works.
products, including Services and Works.

7. DELIVERY

- 7.1. Goods offered on an "ex stock" basis are so offered subject to being unsold at the time Client's acceptance shall be received by Metso.
- 7.2. Any periods quoted for delivery are to commence from the latest of the following events: (i) the date of receipt of Client's acceptance of Metso's Quotation, (ii) the effective date of the Agreement, (iii) the date of receipt of Client's advance payment, if applicable, or (iv) the date upon which all information necessary to allow manufacture and/or supply to proceed shall become available to Metso.
- 7.3. Metso shall use all reasonable endeavors to achieve delivery by the time quoted and will only accept liability for the late delivery provided a specific guarantee has previously been agreed in writing. Such guarantee shall include provision for payment of any penalty and/or liquidated damages, in which case Metso's liability shall be limited to 0.5% of the Order value per complete week of late delivery up to the maximum of 5% of the Order value, coupled with a corresponding bonus for early delivery.
- 7.4. In the case of a contract not providing for delivery to site or installation or erection by Metso, delivery shall be deemed to have been completed as soon as the Goods have been dispatched from the factory, stores, or premises, to the Client.
- 7.5. In the case of a contract providing for installation or erection, delivery shall be deemed to have been completed as soon as the Goods are delivered on site.
- 7.6. Where the Quotation and/or Order specifically provides for delivery to site by Metso, delivery shall be effected immediately upon arrival of the said Goods on Site. The Client shall be responsible for the receipt and off-loading of the Goods on Site and signature therefore placed on behalf of Client on Metso's waybill or on documentation of Metso's transport contractor or forwarding agent shall be deemed to be proof of receipt of the Goods by Client. No claim in respect of alleged failure to deliver any part of such Goods shall be agreed by Metso, unless received by Metso within 7 (seven) days of the date of delivery to site by Metso.

METSO SOUTH AFRICA (PTY) LTD.

TERMS & CONDITIONS

7.7. Goods sold and delivered correctly in terms of the Quotation and/or Order shall not be returned to Metso without express authority and written consent from Metso. In the event of Metso consenting to the return of such Goods, Metso reserves the right to levy a handling or restocking charge of between 10% and 30% of the selling price of such Goods. Metso reserves the right to levy a charge equal to the total cost, plus Metso's overhead costs in the event of cancellation of Orders for specialized equipment, Made-to-Order, Engineered-to-Order or service which are not classified as normal stock items for Metso. In such a case the recovered costs would be refunded if the Goods or Services are eventually sold to other parties. Credit will only be considered provided such Goods are returned without any additional costs to Metso. The granting of credit is subject to inspection and acceptance by Metso in writing.

7.8. In the event of the Client's being unable or unwilling to take delivery upon notification that Metso is ready to effect delivery, the Client shall nevertheless adhere to the terms of payment as if delivery had been effected and shall pay on request 1% percent of the contract price applicable to equipment supply for storage for each month or part thereof during which the Client has so failed to take delivery. All or any risks associated with storage will be borne by the Client.

7.9. Metso reserves the right to part delivery. Part payment shall be in terms of this Agreement.

8. DAMAGE TO GOODS

8.1. Metso shall not be responsible for any loss or damage to the Goods, or any part thereof which shall occur after delivery shall have been affected or deemed to have been effected.

8.2. No claim in respect of loss of or damage shall be accepted by Metso unless full details thereof shall have been received by Metso within 7 (seven) days of receipt of respective Goods at site, failing which the Client waives any claim which it may have against Metso

9. GUARANTEE

9.1. Metso shall have no liability in respect of the fitness of the Goods for a specific use and purpose unless Metso expressly provided or have given a specific undertaking in writing as to the fitness of the said Goods for such specific use.

9.2. Subject to 9.7. below, Metso shall repair or replace at its sole discretion, free of charge, ex works, the whole or any part of the Goods supplied by Metso in terms of the Agreement which, to the satisfaction of Metso, are considered defective in workmanship or materials within a period of 12 (twelve) calendar months after the Goods have been put into service or 18 (eighteen) calendar months after delivery of the Goods to the site, whichever shall be the shorter, provided that:

9.2.1. Where Metso gave an undertaking in terms of 9.1 above, the Goods shall have been used at all locations and for the purpose agreed in such undertaking.

9.2.2. Where no such undertaking shall have been given, the Goods shall have been used for a purpose and under conditions normal to the type of Goods concerned.

9.3. In either case the Goods shall only have been subjected to proper use by suitable qualified personnel and property, operated and maintained in accordance with the manufacturer's or Metso's instructions as appropriate.

9.4. The Client shall notify Metso in writing immediately of any defects or alleged defects in any of the Goods and/or Works.

9.5 The defective Goods or parts shall be returned to Metso and shall, if replaced, become the property of Metso.

9.6. The guarantee shall not include the cost of removal of the defective Goods, nor the fitting of repaired or replaced items.

9.7. In respect of parts or components incorporated in major items or proprietary equipment not manufactured to Metso drawings, unless specifically stated otherwise in the Quotation, the Guarantee in respect of defects shall be limited to such benefits under the manufacturer's guarantee (if any) as Metso shall be able to transmit to the Client but shall not be greater than the equivalent of Metso's liability in terms of 9.2 above.

9.8. Metso shall not be liable for defects which shall arise from fair wear and tear, incorrect installation, failure to comply with Metso's instructions, abnormal conditions of working, overloading, accidents, misuse or neglect and, unless otherwise specifically stated in the Quotation, shall not be liable for failure of any part to resist the action of erosive or corrosive gases, liquids or solids.

9.10 No liability shall attach to Metso for any repairs attempted or made to the Goods by the Client without the express prior written consent of Metso or for any direct, indirect, special or consequential damages arising from such unauthorized repairs.

9.11. Where Metso shall manufacture or supply Goods to the Client's specification and/or drawings and/or shall carry out work according to the Client's instructions or those of the Client's Advisors, Metso shall accept no responsibility for the efficiency or workability, suitability or otherwise of the Goods so manufactured.

9.12. The guarantee period shall not be extended by virtue of the repair or replacement of the whole or any part of the Goods during the said period.

9.13. The foregoing guarantees are in lieu of all other guarantees whether express or implied and the remedies provided herein are the sole and exclusive remedies for Metso's breach of this Agreement. Metso shall not be liable for any indirect, special or general damages, loss of profits, or any consequential loss of any nature whatsoever.

9.14. In the case of spares supplied and repairs to proprietary equipment by Metso the period of 12 (twelve) and 18 (eighteen) months referred to in Clauses 9.2 above shall not apply, but shall be replaced by a period of 6 (six) months from date of delivery or 1000 (one thousand) hours after the spares have been put into service, whichever shall be the shorter (fair wear and tear excluded).

10. FOUNDATIONS

10.1. Metso shall not be liable in connection with any foundation work, supporting structures or any other subsidiary work whatsoever, or any other material which has not been designed and/or manufactured by Metso. Neither does Metso accept responsibility for any direct or indirect expenses which may occur through the insufficiency of any foundation or supporting structures.

11. PAINTING

11.1. Except for the workmanship in applying a paint or surface coating, Metso accepts no liability for any such paint finish or surface coating specified by Client.

11.2. Subject to 11.3 below, the liability of Metso in respect of paint finishes or surface coatings specified by Metso shall be limited to the free supply of paint or surface coating necessary for the making good of any defects which shall be agreed to be due to causes within the control of Metso and which shall exist at the time of delivery.

11.3. Any damage to paint finishes or surface coatings attributable to any on site handling and/or erection by Metso may be patched and made good by Metso at its own expense.

12. PRICE

12.1. Unless otherwise stated in the Quotation and/or Order, all prices quoted are based upon all relevant costs ruling at the date of the Quotation and/or Order.

12.2. Metso reserves the right to amend any such prices in accordance with any variations thereto which may occur before completion of the Agreement.

12.3. Any increase or decrease in the cost of materials and labor shall be calculated in accordance with the provisions of this Agreement.

12.4. Any increase or decrease in the costs of imported Goods and/or rates of exchange between those ruling at the date of the Quotation and/or Order and the corresponding costs and/or rates ruling at the date of payment shall be for the Client's account.

12.5. The prices stated in Metso's Quotation or in the Order are based upon Metso being able to proceed with a continuous programme of design, manufacture and Work without interruption from the Client and, where applicable, being permitted to utilize the sub-contractors listed in Metso's Quotation and/or in the Order.

12.6. Should the Client at any time not approve of any of the listed sub-contractors he shall lodge his objection thereto to Metso in writing. Any additional costs incurred as a result of such change in sub-contractors shall be for the account of the Client.

12.7. In addition to and as part of the price, the Client shall pay to Metso:

12.7.1. the amount of any additional charges caused by changes required by Client in the design or construction of the Goods subsequent to the date of Metso's Quotation or, in the event of there being no such Quotation, subsequent to the date of the Quotation and/or Order, or by delays in delivery and/or delays or interruptions in the progress of the Work attributed to the Client and/or by failure to provide Metso with full details, information, instructions, plans and other documents required for supplying the Goods and preparing and carrying out the Work without interruption;

12.7.2. the increase in the cost to Metso of executing the Order owing to the imposition or increase after the date specified in clause 12.7.1. of rates of exchange, freight, loading charges, dock

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dues, insurance, lighterage, landing charges, duties, taxes, excises, railage, wages, statutory allowances and expenses, costs of material and charges of a like nature applicable to the manufacture, sale, purchase or delivery of the Goods or any part thereof, or by reason of and/or applicable to the Work; and

12.7.3. the cost of assuming at the request of the Client any obligations in addition to those set forth in Metso's Quotation (if any) and on both sides hereof.

12.8. Where applicable, and with the exception of electric motors, the amount of the increases referred to in Clause 12.7.2 shall be calculated in the case of Goods manufactured in South Africa and Work in accordance with the applicable contract price adjustment formulae of the Steel and Engineering Industries Federation of South Africa ('SEIFSA') and in the case of imported Goods in accordance with the price variation formulae of the United Nations. With the exception, in the case of Goods manufactured in South Africa and Work, in determining the increase or decrease in wages, the "Index of Actual Labour Costs" as published by SEIFSA shall be used.

12.9. In the case of electric motors, the prices are based on published list prices ruling as at the date mentioned in clause 12.7.1 and any variations between such prices and those ruling when Metso purchases these items shall be for the account of the Client.

12.10. Metso shall make no allowance for repairs to, alterations of or work done by the Client upon Goods and Work, unless specifically authorized in writing.

12.11. Should the use of any parts or materials necessary for the manufacture of the Goods be prohibited or should it become impossible to procure them at generally prevailing prices or within the time specified for performance of the Order, suitable and available substitutes may be furnished and the purchase price specified herein shall be adjusted accordingly for any differences between Metso's costs of procurement in accordance with the specification and the costs of procuring substitutes. The substitutes procured shall be included in the terms "Goods" and Metso shall have no further obligations relating to such substitutes other than those applicable to the Goods.

12.12. No allowance has been made in Metso's Quotation or in the order

for storage of Goods to be supplied by Metso in terms of the Order; any such costs shall be for the account of the Client.

12.13. Prices quoted for Replacement parts

12.13.1. Prices quoted for Replacement parts are those prices ruling at the date of the Quotation.

12.14. Estimates for repair or modification

12.14.1. Approximate estimates for repair or modification to the Client's machines or parts will be provided on request. In the event that detailed examination of the unit to be repaired or modified reveals faults not originally noted, the Client will be informed of the approximate additional costs. Estimates provided as guide to the Client and are not binding on Metso.

13. TERMS OF PAYMENT

13.1. Where no other terms of payment are expressly stated in the Quotation or Order, the prices quoted are strictly net and payment shall be made in full in South African currency, free of exchange, set-off or bank commission and within 30 (thirty) days of the date, or deemed date, of delivery of the Goods or the date of Metso's invoice, whichever shall be the earlier.

13.2. Payment shall take place by electronic transfer into a bank account nominated by Metso. The Parties agree that payments are to be made from an account owned by the Client and Metso has the right to approve any third-party account in the event that such account is not owned by the Client. Approvals should be done prior to Metso receiving any payments from the Client.

13.3 Interest on overdue accounts - Failing settlement within the prescribed period of 30 (thirty) days, Metso will be entitled to charge interest at the rate of 1.5% per month, above the prime overdraft rate of the Standard Bank of South Africa.

13.4 In the event that the Client applied for credit with Metso and such application was approved, and in the event that the Client fails to settle any overdue account with Metso, Metso reserves the right to suspend any and/or all Agreements in place with the Client until such time as the Client's account is paid in full.

14. TITLE

14.1. The risk in the Goods shall pass to the Client immediately upon delivery of the Goods in accordance with this Agreement.

14.2. If, due to causes attributable to the Client, delivery of the Goods cannot be effected upon the due date, the risk in the said Goods shall nevertheless pass to the Client who shall be deemed to have taken delivery of the said Goods upon the said date.

14.3. Notwithstanding that delivery and possession of the Goods shall have passed to the Client, ownership of the goods shall remain vested in Metso, until the whole of the contract price, including any interest and any other charges or sums payable by the Client to Metso, shall have been fully paid. All such Goods whether affixed to immovable property or not, shall be deemed to remain movable property and severally without injury to such immovable property.

14.4. The Client shall be responsible for the safe custody, protection and preservation of the Goods and for the insurance thereof after delivery and shall take all proper steps thereto and shall in any event remain liable for payment for all Goods so delivered or deemed to have been delivered.

14.5. Patents (Applicable to Metso's Proprietary products) - Metso will at Metso's own expense defend any legal proceedings that may be instituted by any one against the Client for alleged infringement of any patent in the country of use relating to machinery or part thereof manufactured and supplied by Metso, provided such alleged infringement shall consist of the use of said machinery, or part thereof in the Client's business for which the same was sold (except infringement occurring as a result of incorporating a design or modification at the Client's request). Metso shall be liable under this Clause to pay the costs and damages only if the Client promptly notifies Metso of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend or control the defence of any suit based upon such charge. The Client shall be obliged to assist Metso in the defence. For the avoidance of doubt, it is stated that this clause sets forth Metso's sole and exclusive liability with respect to infringement of intellectual property. Each Party shall retain ownership in all its intellectual property existing prior to or created independently of this Agreement, Quotation or Order. All intellectual property developed by Metso during the performance of the Agreement, Quotation or Order or thereafter, including those included in the deliverables and including any improvement to the Goods, shall exclusively vest in Metso. Subject to payment of the price in respect thereof, Metso shall grant the Client a non-exclusive and non-transferable license to use Metso's intellectual property in the deliverables and in the Goods for the sole purpose of installing, commissioning, operating and maintaining the Goods. Any other use of such intellectual property, including, without limitation, its copying or use for a modification, duplication or replication of the Goods and/or the Services, is strictly excluded from the scope of this license.

15. IMPORT PERMITS

15.1. The Goods are offered subject to availability of import permits when required. The period for delivery shall be appropriately extended should a delay occur in granting such a permit after application has been properly and timeously made.

16. LIMITATIONS OF LIABILITY

16.1. Notwithstanding anything to the contrary contained in the Agreement, Quotation or Order, Metso's liability shall at all times be limited to Metso's negligence or wilful misconduct and at all times such liability shall be limited to the total value of the Order in question.

16.2. In particular Metso shall have no responsibility whatsoever for any indirect, consequential, special or general damages, including (but not limited to) loss of profit, goodwill or revenue, arising from Metso's performance in terms and this Agreement, any Quotation or Order.

16.3. Indemnity - The Client hereby indemnifies Metso at all times and holds Metso harmless against all damages, demands, costs, penalties, claims, expenses and any other liabilities that may arise from any infringement of copyright, patent right or any registered design which results from compliance with and or execution on the Client's instructions whether expressed or implied.

17. DEFAULT BY CLIENT

17.1. In the event of the Client committing a breach of any or all of the terms and conditions of this Agreement (whether material or not) and failing to remedy such breach within 7 (seven) days of written notice from Metso requiring the Client so to do, or should a provisional or final order of sequestration or liquidation, or should a default judgement be obtained against the Client, or in the event of the Client effecting a compromise with its creditors or failing to make payment of any amount in terms of the contract upon the due date, or should a business rescue practitioner be appointed over the business of the Client, Metso shall have the right, notwithstanding any previous waiver, to claim immediate payment of the full balance of the contract price

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outstanding as well as payment of all other sums due to Metso, or to cancel this Agreement, return all monies paid and retake possession of all Goods delivered in terms of this Agreement, Quotation or Order, in either event without prejudice to any claim for damages which Metso may have against the Client.

17.2. If the Client dies or becomes insolvent or being a company commences to be wound up or is placed in liquidation, or under judicial management, Metso shall be entitled to cancel this Agreement without notice in respect of any undelivered portion of the Agreement and/or an Order and in any event of the Client's death or sequestration, or being a company, liquidation, all amounts owing to Metso by the Client shall immediately become due and payable.

18. EXCLUSIONS OF WORK

18.1. Where work is not included in the Order:

18.1.1. It shall be performed by the Client at Client's risk and expense; and

18.1.2. Metso may make available at Client's request the Services of a competent person or persons ("Metso's representative/s") to advise on work in respect of the Goods. Client shall reimburse Metso at Metso's standard rate per standard working day, and at applicable overtime rates for all time over standard working hours in a standard week, and for Saturdays, Sundays and recognized holidays, and shall pay the actual board and reasonable expenses of Metso's representative/s including transportation to and from the site and travel time.

18.2. Client hereby indemnifies and holds Metso harmless against any and/or all claims and losses arising out of injuries to persons, including Client's employees and any third party, and damage to property from fire or other causes resulting from any act of, or omission to act by, Metso's representative/s while on Client's property. Metso's representative/s will be insured in terms of the compensation for occupational injuries and diseases act or in terms of an employer's liability policy.

19. TERMINATION

19.1. Should the Client for any reason desire to terminate the Agreement, the Client shall give Metso not less than 30 (thirty) days' prior notice in writing of its intention to terminate the Agreement

19.2. Upon receipt of such notice, Metso shall forthwith arrange the cancellation of all Orders then in progress and the cessation of all work under the Agreement.

19.3. Metso shall be paid by the Client for all costs incurred and work done up to the date of termination, all costs and expenses incurred by Metso after the date of termination as a result and in connection with such termination and including costs of redeploying personnel, all cancellation fees claimed by any sub-contractor, supplier and/or manufacturer and the full amount of the potential contribution to Metso expected to arise under the Agreement.

20. INSURANCE

20.1. If the Order includes any Work, Metso shall carry policies of insurance and such insurance shall not be terminated until performance under this Agreement is completed.

21. SETTLEMENT OF DISPUTES

21.1. This Agreement and any Quotation and/or Order shall be governed in accordance with the laws of South Africa.

21.2. Any dispute arising out of this Agreement shall be determined by arbitration in accordance with the expedited Rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator or arbitrators so appointed by AFSA.

21.3. The parties consent to any arbitration being conducted as a matter of urgency and authorize any party to apply to AFSA for any arbitration to be held on an urgent basis.

21.4. Arbitration proceedings shall be held in Johannesburg.

21.5. The parties agree that, in the absence of manifest error or gross irregularities, the decision of the arbitrator shall be final and binding on the parties and may be made an order of court.

21.6. Nothing in this Agreement will prevent either party from seeking interim relief from a court with competent jurisdiction.

21.7. The parties agree that the provisions of this clause shall survive termination of this Agreement.

22. NON-ASSIGNMENT

22.1. The Client may not cede or assign any of the rights or obligations under the Agreement to any person whatsoever without the prior written consent of Metso.

23. FORCE MAJEURE

23.1. The following circumstances shall be considered as force majeure circumstances if they delay or impede the performance of the Agreement or make the performance unreasonably onerous:

23.1.1. industrial disputes; and

23.1.2. any other circumstance beyond the control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause.

23.2. The above-described circumstances shall constitute force majeure only if their effect on the performance of the Agreement or any Order could not be foreseen at the formation of the Agreement.

23.3. The party intending to claim relief under this clause shall inform the other party by prior written notice without delay on the occurrence and on the cessation of such circumstance.

23.4. Notwithstanding other provisions of this Agreement, Quotation or Order, each party shall be entitled to terminate the Agreement by written notice to the other party if the performance of the respective party is delayed more than 60 (sixty) days by reason of force majeure as described in this clause, without the risk of any liability to the other party.

23.5. COVID-19: The Parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this Contract. Should there be a detrimental impact to the supply of goods or services or the Equipment under the Contract, the Parties agree:

(a) the affected Party will notify the other in writing, describing the effect of the Outbreak on its performance under this Contract and providing reasonably documented substantiation supporting the statement of impact,

(b) Seller shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;

(c) Seller is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation, the period of which will be subject to negotiation between the Parties; and

(d) any additional cost actually attributable to the Outbreak under performance of the Contract for the goods, services, Equipment or otherwise will be borne by the Buyer; and

(e) if the effects of this Outbreak continue for six (6) months, either Party may terminate this Contract by written notice and the procedure under clause 19 applies.

24. MISCELLANEOUS

24.1. Should one or more of these conditions be invalid, such remaining conditions as are applicable shall remain in force.

24.2. No extension of time or any other indulgence which may be granted by us shall be deemed to effect, prejudice or derogate from our rights in terms hereof in relation to prior or subsequent breaches.

24.3. No addition to, variation, or agreed cancellation of this Agreement (including without limitation the scope of the Services or the Goods to be delivered) shall be of any force or effect unless in writing and signed by or on behalf of both parties.

Metso shall have the right to assign or transfer the Contract or part thereof to a third party in connection with any company restructuring or reorganization or to such a third party to which Metso transfers its business or the part of its business to which the Contract relates.