

STANDARD TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS AND/OR SERVICES

(Hereinafter referred to "**Standard Terms and Conditions**")

Made and entered into by and between:

ALTRON[insert name of relevant division and follow through in gaps in rest of this document], a division of ALTRON TMT (PROPRIETARY) LIMITED

Registration Number: 1984/003805/07

Herein represented bys in his capacity as Managing Director duly authorised thereto

(Hereinafter referred to as "**Altron**")

and

XXXXXXXXXXXXXXXXXXXXX (PROPRIETARY) LIMITED

Registration Number: xxxx

Herein represented by xxx in his/her capacity as XXXX duly authorised thereto (Hereinafter referred to as "**Supplier**")

(Jointly referred to as "**Parties**")

CONTENTS

1.	DEFINED TERMS AND INTERPRETATIONS	4
2.	APPOINTMENT	10
3.	DURATION	11
4.	DISCREPANCIES	11
5.	COMPLIANCE WITH APPLICABLE LAWS	11
6.	PERFORMANCE OF THE SERVICES	11
7.	INDEPENDENCE OF THE PARTIES	14
8.	PERFORMANCE MEASUREMENT	14
9.	CONTRACT PRICE AND PAYMENT TERMS	15
10.	AFD TERMS AND CONDITIONS TO BE ADHERED TO BY THE SUPPLIER	17
11.	UPDATING OF ELECTRONIC PRICE CATALOGUES (WHERE APPLICABLE)	17
12.	EXCHANGE RATE AND TENDERS	17
13.	RESOURCES	17
14.	OBLIGATIONS OF THE SUPPLIERS REGARDING B-BBEE STATUS	17
15.	AUTHORISED OFFICERS	18
16.	LOCATION	18
17.	EQUIPMENT AND MATERIALS	18
18.	ASSIGNMENT	22
19.	SUB-CONTRACTORS	23
20.	LIMITATION OF LIABILITY	23
21.	PRODUCT LIABILITY	24
22.	INSURANCE	24
23.	REVIEW	25
24.	VARIATION OF THE CONTRACT	25
25.	VARIATION OF THE SLA	26
26.	DISPUTE RESOLUTION PROCEDURE	26
27.	BREACH AND TERMINATION	27
28.	ARRANGEMENTS ON TERMINATION	29

29.	RE-TENDERING AND HANDOVER	30
30.	PENALTIES (WHERE APPLICABLE)	30
31.	INTELLECTUAL PROPERTY	31
32.	ANNUAL SALES STATEMENT	32
33.	CONFIDENTIALITY	32
34.	DATA PROTECTION	34
35.	INFORMATION AND CYBERSECURITY	36
36.	WARRANTIES	36
37.	ANTI-BRIBERY AND ANTI-CORRUPTION	37
38.	NOTICES	38
39.	FORCE MAJEURE	39
40.	GENERAL	39
41.	LAW	41

1. DEFINED TERMS AND INTERPRETATIONS

- 1.1. In these terms and conditions, the words and expressions below will be interpreted to have the meanings adjacent to them:
- 1.1.1. **"AFD"** means Altron’s Finance Department;
 - 1.1.2. **"Affected Party"** means the Party whose obligations under the Contract have been affected by the Force Majeure Event as contemplated in clause 40 of these Standard Terms and Conditions;
 - 1.1.3. **"Anti-Corruption Laws"** means all laws and regulations applicable in the RSA relating to the prevention and combating of bribery, corruption and money laundering;
 - 1.1.4. **"Approval"** means Altron’s prior consent in writing;
 - 1.1.5. **"Applicable Laws"** in relation to a Party shall include all and any: statutes and subordinate legislation and common law; regulations; ordinances and by-laws; judgments and decisions of any competent authority, or any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation; and other similar provisions, as promulgated in the RSA, from time to time, compliance with which is mandatory for that Party and where the processing of Personal Information is necessary, the applicable privacy laws of a jurisdiction relevant to the transaction between Altron and the Supplier, including but not limited to the Data Protection Act 2018 ("DPA 2018"), and the UK General Data Protection Regulation of the United Kingdom ("UKGDPR") and the General Data Protection Regulation (EU) 2016/679 and Directive 2002/58/EC ("the ePrivacy Directive") where applicable ("EUGDPR");
 - 1.1.6. **"Authorised Officer"** means a person designated as such by Altron from time to time as notified in writing to the Supplier to act as the representative of Altron for all purposes connected with the Contract, including any authorised representative of such person;
 - 1.1.7. **B-BBEE** means Broad-Based Black Economic Empowerment;
 - 1.1.8. **"Business Day"** means every day which is not a Saturday, Sunday or official public holiday in the RSA;

1.1.9. **“Business Rescue”** means:

1.1.9.1. where the company passes a resolution that the company voluntarily begins business rescue proceedings and places the company under supervision in terms of section 129(1) of the Companies Act 71 of 2008 or;

1.1.9.2. where an individual applies to court for an order placing the company under supervision and commences business rescue proceedings in terms of section 131 (1) of the Companies Act 71 of 2008;

1.1.10. **“Commencement Date”** means the Signature Date;

1.1.11. **“Confidential Information”** means all or any information, data and material of any nature including Personal Information disclosed or revealed by Altron to the Supplier at any time and includes without limitation, costing and pricing data, any business-, marketing-, scientific-, commercial-, financial-, or technical information, contracts, intellectual property, trade secrets, know-how, formulas, processes, sketches, photographs, plans, drawings, models, customer identity information, price lists, studies, findings, computer software, inventions, ideas and data in any form or media and whether in oral or written format, as well as any and all emails, notes, memoranda, reports, analyses, concepts, documents, files and other information or records prepared by the Supplier for Altron or any documents in the possession or control of the Supplier that describe, evaluate, analyse, reflect or otherwise incorporate or are generated from or contain any Confidential Information of Altron

1.1.12. **“Contract”** means:

1.1.12.1. these Standard Terms and Conditions;

1.1.12.2. the SLA;

1.1.12.3. the Pricing Schedule; and

1.1.12.4. any other annexure attached hereto;

1.1.13. **“Contract Manager”** means a person designated as such by the Supplier from time to time as notified in writing to Altron to act as the representative

of the Supplier for all purposes connected with the Contract, including any authorised representative of such person;

- 1.1.14. **"Contract Period"** means the duration of the Contract as set out in Clause 3 below;
- 1.1.15. **"Contract Price"** means the monies payable by Altron to the Supplier as set out in the Pricing Schedule;
- 1.1.16. **"Costs"** means costs, charges, outgoings and expenses of every description which are agreed to by Altron and the Supplier and more fully set out in the Pricing Schedule;
- 1.1.17. **"CPI"** means the weighted average of the Consumer Price Index as published from time to time;
- 1.1.18. **"Cyber Insurance"** means sufficient insurance cover to mitigate the risk of cyber breach due to security or systems failure resulting in the unauthorised access of private/personal information protected by POPIA and/or any other data protection legislation, by a third party;
- 1.1.19. **"Data Subject"** means any person to whom the specific Personal Information relates, as contemplated in POPIA;
- 1.1.20. **"Deliverable/s"** means any report, drawing, specification, design, invention, plans, programs, document, parts manual, parts data, maintenance information, and/or other material produced by or to be produced by or acquired by or to be acquired by the Supplier in the course of the performance of the Services;
- 1.1.21. **"Force Majeure Event"** means one or more of the following to the extent that it is not attributable to the Supplier or the Supplier's staff: epidemic, pandemic, war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organizations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the Services, but which is not confined to the workforce of the Supplier or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the

usual course of government business; or an Act of God, or other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Contract;

- 1.1.22. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, care, prudence, efficiency, foresight and timelines which would reasonably and ordinarily be expected from a skilled and experienced Supplier engaged in the provision of services similar to the Services provided by the Supplier and which are in accordance with any codes of practice published by relevant trade associations or regulatory bodies;
- 1.1.23. **"Goods"** means the goods provided by the Supplier pursuant to and in accordance with the Contract;
- 1.1.24. **"Intellectual Property"** means in relation to a Party, all intellectual property rights of whatsoever nature (and whether registered or unregistered) of that Party including without limitation all current and future intellectual property, trademarks, designs, patents, trade secrets, copyrights, technical and commercial knowledge and information, formulae, know-how and all rights to acquire technical and commercial knowledge and information for the conduct of the business of that Party;
- 1.1.25. **"In Writing"** means any document which is recorded in manuscript, typescript, letters or any electronic communication but excluding mobile telephone text messages;
- 1.1.26. **"Location"** means the location for the provision of the Services as set out in the SLA or as nominated by Altron
- 1.1.27. **"Month"** means a calendar month;
- 1.1.28. **"Operator"** has the meaning set out in POPIA and for purposes of this Contract means the Supplier and any authorised subcontractor of the Supplier;
- 1.1.29. **"Party"** means any party to the Contract and "Parties" refers to all of the parties to the Contract collectively;
- 1.1.30. **"Personal Information"** means any Confidential Information that, alone or in combination with other information can be used to identify, locate or contact an individual or entity which is in the possession of, or may come into the

possession of, the Supplier or its representatives as defined in POPIA, UKGDPR or EUGDPR and includes special personal information as defined in section 26 of POPIA and relates only to the Personal Information of which Altron is the Responsible Party and in relation to which the Supplier as Operator renders the Services;

- 1.1.31. **"POPIA"** means the Protection of Personal Information Act No 4 of 2013 as amended from time to time;
- 1.1.32. **"Pricing Schedule"** means the pricing schedule attached hereto as Annexure "B"
- 1.1.33. **"Process"** has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use or the dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information;
- 1.1.34. **"Project"** means a Altron related project, the completion of which is dependent on the timeous provision of the Supplier Goods or Services as stipulated in the SLA;
- 1.1.35. **"Quote"** means any written quote issued by the Supplier and accepted by Altron in respect of the Goods/ Services provided by the Supplier in terms of this Contract and a subsequent purchase order;
- 1.1.36. **"Responsible Party"** has the meaning ascribed thereto in POPIA, and for purposes of this Contract means Altron..... ;
- 1.1.37. **"RSA"** means the Republic of South Africa;
- 1.1.38. **"Services"** means the services provided by the Supplier as stipulated and described in the SLA;
- 1.1.39. **"Signature Date"** means the date on which these Standard Terms and Conditions are signed by the Party who signs last it;
- 1.1.40. **"SLA"** means:

- 1.1.40.1. the Service Level Agreement, annexed to this document as Annexure "A"; or
- 1.1.40.2. the Quote; or
- 1.1.40.3. any other agreement entered into between the Parties in respect of the Goods/Services to be provided by the Supplier to Altron in terms of this Contract;
- 1.1.41. **"Specification"** means the description of the Goods/ Services to be provided by Supplier as detailed in the SLA;
- 1.1.42. **"Supplier"** means the provider of the Goods and/or Services pursuant to the Contract;
- 1.1.43. **"Termination Date"** means the termination date specified in the SLA. Where no date is specified in the SLA, the termination date shall be the date determined by either Party in accordance with clause 3.2;
- 1.1.44. **"Trademark"** means any logo, name, word, emblem, sign, symbol or any other form of trademark that is owned and licensed to Altron as such;
- 1.1.45. **"Year"** means during the Contract Period, any 12 (twelve) month period commencing on the Commencement Date or an anniversary thereof.
- 1.2. In this Contract, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends the same and shall include any orders, regulations, or other subordinate legislation made thereunder and any conditions attaching thereto. Moreover, where relevant, references to South African statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3. Any headings to clauses are for convenience only and shall not affect the meaning of these terms and conditions. Unless the contrary is stated references to clauses shall mean the clauses of these terms and conditions.
- 1.4. Where a term of this Contract provides for a list of items following the word "including" or "includes" then such list is not to be interpreted as being an exhaustive list.
- 1.5. Words importing any particular gender include the other gender.
- 1.6. Words importing the singular only shall include the plural and *vice versa*.

- 1.7. **"Staff", "personnel" and "employees"** shall have the same meaning.
- 1.8. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Commencement Date.
- 1.9. Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Parties shall be in writing.
- 1.10. All monetary amounts are expressed in South African Rands, unless expressed otherwise explicitly under this Contract.
- 1.11. Except where an express provision of these terms and conditions states the contrary, each and every obligation of a Party under the terms and conditions is to be performed at that Party's cost.
- 1.12. All annexures hereto shall form an integral part of this Contract.
- 1.13. The Expressions defined in these Standard Terms and Conditions shall bear the same meaning in annexures to this Contract which do not contain their own meaning.
- 1.14. Save as expressly provided to the contrary in this Contract, any conflict between the provisions of the various sections of this Contract, the order of precedence shall be: (a) Standard Terms of Conditions; (b) the SLA and the Pricing Schedule; (c) and any other annexure.
- 1.15. The rule of construction that this Contract shall be interpreted against the Party responsible for the drafting of this Contract shall not apply.
- 1.16. The expiration or termination of this Contract shall not affect such of the provisions of this Contract as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.17. The Parties record that this Contract will supersede all previous agreements and or arrangements relating to the subject matter.

2. APPOINTMENT

- 2.1. Altron appoints the Supplier who hereby accepts the appointment to provide

the Goods and/or Services:

- 2.1.1. strictly in accordance with the Contract;
- 2.1.2. in accordance with Good Industry Practice; and
- 2.1.3. in accordance with the policies (including any racial discrimination and equal opportunities policies), rules, reasonable directions, instructions, procedures and the quality standards of Altron as amended from time to time.

3. DURATION

- 3.1. Notwithstanding the date of signature of this Contract, this Contract shall commence on the Commencement Date and shall terminate upon the Termination Date set out in the SLA.
- 3.2. Should the SLA not specify a Termination Date, this Contract shall continue indefinitely provided that either Party may terminate this Contract upon 60 (sixty) days' written notice to the other Party.
- 3.3. Altron may terminate this Contract at any time for any reason whatsoever upon 30 (thirty) days' written notice, without being liable for penalties or damages, provided that the Supplier will be remunerated for any Services already performed by it prior to termination.

4. DISCREPANCIES

Should there appear to be a discrepancy in the description of the Goods/Services, quantities or any other material information comprised in the Contract, the Supplier shall immediately notify Altron in writing of such discrepancies, for a decision.

5. COMPLIANCE WITH APPLICABLE LAWS

The Supplier shall, in respect of all matters arising from the fulfilment of the Contract, comply, at its own expense, with all Applicable Laws and requirements of local or other authorities that are applicable to the Services including obtaining and maintaining valid and applicable licences, permits and authorisations and, upon written request from Altron, furnish proof thereof.

6. PERFORMANCE OF THE SERVICES

- 6.1. The Supplier shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services.
- 6.2. The Supplier shall abide by the dates, format and method of delivery of the Services and Deliverables and/or the applicable performance measures, performance due-by dates, minimum performance levels and methods of performance measurement in respect of the Services, as stipulated in the SLA.
- 6.3. The Supplier shall ensure the availability of a sufficient and appropriate number of persons who shall be properly qualified (and, if required, appropriately registered), with the necessary skills and experience as may be required for the performance of the Services.
- 6.4. Time shall be of the essence with regard to the obligations of the Supplier under the Contract.
- 6.5. Both the Supplier and Altron undertake to act in good faith towards one another in performing their respective obligations in terms of the Contract and will take all reasonable action to ensure the efficient exchange of information and instructions to enable Altron to derive full benefit of the Contract.
- 6.6. Both the Supplier and Altron hereby commit to:
 - 6.6.1. ensuring that they communicate to each in an open and honest manner, in regard to their contractual relationship;
 - 6.6.2. ensuring that reasonable requests from the other Party shall be responded to within the mutually agreed time frames;
 - 6.6.3. educating each other on the other's industry best practice, industry developments as well as trends impacting the Parties;
 - 6.6.4. ensuring that the highest standards of ethics are employed when interacting with each other. Any compromise of ethics should be reported immediately to the other Party. In the event of unethical behaviour on the part of Altron’s employees, the Supplier shall report such conduct to the **Altron Ethics Line** on 0800 205 352 or altronethicsline@tip-offs.com.
- 6.7. In addition to its obligations in terms of the Contract, it shall be the duty of the Supplier to notify the Authorised Officer and obtain Altron’s Approval of all significant changes to staffing, rates of pay or conditions of employment, or hours of work or any

other changes at least 2 (two) months prior to the implementation of any such revised arrangements.

- 6.8. In providing the Services, the Supplier shall use Good Industry Practice to ensure that any computer systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to Altron’s computer systems. The Supplier shall also provide Altron with appropriate security measures, such security must be approved by Altron beforehand.
- 6.9. The Supplier will immediately notify the Authorised Officer of any actual or potential incidents that affect or might affect his ability to provide the Goods and/or Services.
- 6.10. The Supplier will be responsible for providing and maintaining the Goods and/or Services to the reasonable satisfaction and standard of Altron at all times.
- 6.11. The Supplier undertakes to ensure continuity of supply (at no extra cost to Altron) in accordance with the SLA. In the event that the Services are unavailable or interrupted, the Supplier must have in place contingency plans to ensure continuity of supply.
- 6.12. The Supplier will immediately notify the Authorised Officer of any delays, actual or potential industrial action (including strike action), that affects or might affect its ability at any time to provide the Goods and/or Services.
- 6.13. The Supplier will be responsible for providing the Goods and or/Services to the Contract standard during industrial action, at no additional cost to Altron
- 6.14. Nothing in this Contract shall give the Supplier any exclusivity. Altron may choose to procure the same or similar Goods and/or Services from other suppliers.
- 6.15. The Services shall be fit for the purpose for which they are required by Altron
- 6.16. The Services shall not infringe the Intellectual Property of any third party nor result in Altron being obliged to pay royalties to any person in respect thereof.
- 6.17. The Supplier will provide the Services with the requisite level of care, skill and diligence as may be expected from a similarly qualified and experienced supplier, having due regard to the nature of the Services and the intended purpose thereof.
- 6.18. Upon completion of the Services, the Supplier shall return to Altron all materials belonging to Altron (including Confidential Information).

- 6.19. The Supplier hereby undertakes to not directly or indirectly, through any act or omission, allow itself to be put in a position where a conflict of interest could arise between its position *vis-a-vis* Altron under this Contract and its other (existing or potential) business interests and/or activities and/or the existing or potential business interests and/or activities of its affiliates. Without derogating from the foregoing, to the extent that any such conflict exists or arises at any time prior to completion of the Services, the Supplier shall immediately declare such conflict to Altron in writing.
- 6.20. Notwithstanding any express or implied provision to the contrary contained elsewhere in this Contract, should the Project be unduly delayed through negligent action or wilful default by the Supplier, Altron shall be entitled to recover any associated loss(es) from the Supplier.
- 6.21. The Supplier shall promptly and at its own cost re-perform and make good any Services which are not in accordance with the Contract or which have been incorrectly or negligently performed.

7. INDEPENDENCE OF THE PARTIES

- 7.1. At all times in connection with the Contract, the Supplier shall be an independent Supplier and nothing in the Contract shall create a relationship of agency, employment, partnership or a joint venture between the Supplier and Altron Accordingly, the Supplier shall not be entitled to, or have the power or authority to:
- 7.1.1. enter into any agreement in the name of Altron
 - 7.1.2. give any warranty, representation or undertaking on Altron’s behalf;
or
 - 7.1.3. in any correspondence or other dealings and transactions concerning this Contract or the Services, give any indications that it is acting other than as principal for the purpose of conducting its own business in and for its own account.

8. PERFORMANCE MEASUREMENT

- 8.1. In addition to any more specific obligations imposed by the terms of the Contract, it shall be the duty of the Supplier to provide the Goods and/or Services to the satisfaction and standard of Altron in accordance with the SLA. Should the Supplier fail to comply with any specific obligations, Altron reserves the right
- Standard Terms and Conditions for the Procurement of Goods and/or Services – May 21 Page 14 of 42

to penalise the Supplier based on actual damages incurred. In the event that the Supplier fails to produce reports it is specifically obliged to prepare, Altron reserves the right to claim damages incurred due to the failure to produce the reports, provided that Altron has advised the Supplier of its failure to perform in terms of the SLA and the Supplier fails to remedy its breach.

8.2. During the Contract Period, the Authorised Officer may at any time inspect and examine the provision of the Goods and/or Services being carried out at the Location, without notice. The Supplier shall provide to Altron reasonable access to such facilities as Altron may require for such inspection and examination.

8.3. If any part of the Goods and/or Service is found to be defective or different in any way from the Specification or otherwise has not been provided to the Contract requirements, other than as a result of a default or negligence on the part of Altron, the Supplier shall at its own expense re-supply the Goods and/or Services in question (without additional remuneration therefore) within such time as Altron may reasonably specify, failing which Altron shall be entitled to procure supply of the defective Goods and/or Services from a third party. If the cost to Altron of executing or procuring such Goods and/or Services exceeds the amount that would have been payable to the Supplier, the excess shall be paid by the Supplier to Altron on demand, in addition to any other sums payable by the Supplier to Altron in respect of the breach of Contract.

8.4. If the performance of the Contract by the Supplier is delayed by reason of any act or default on the part of Altron or, by any other cause that the Supplier could not have reasonably foreseen or prevented and for which it was not responsible, the Supplier shall be allowed a reasonable extension of time.

8.5. On request, the Supplier shall submit to Altron progress reports detailing its adherence undertakings and timelines as set out in the SLA.

8.6. If required by Altron, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by Altron

8.7. Should the Supplier receive a complaint from Altron in writing, the Supplier shall respond to Altron, within 24 (twenty four) hours from receipt of complaint, with corrective action to resolve the complaint within a reasonable time frame, which is acceptable to Altron

9. CONTRACT PRICE AND PAYMENT TERMS

- 9.1. In consideration of the Supplier's due and proper performance of its obligations under the Contract, the Supplier will charge Altron the Contract Price which is stipulated in the Pricing Schedule.
- 9.2. The only sums payable by Altron to the Supplier for the supply of Goods and/or Services shall be the Contract Price unless otherwise agreed by the Parties. All other costs, charges, fees and expenses of whatever kind arising out of or in connection with the Contract shall be the responsibility of the Supplier.
- 9.3. In accordance with the Contract, where the Supplier is required to provide Deliverables, Altron shall be entitled to withhold payment of the Contract Price pending receipt and acceptance of the Deliverables in accordance with the SLA.
- 9.4. All payment terms are calculated as at the date of Altron 's receipt of the Supplier's month-end statement unless otherwise agreed to in the SLA.
- 9.5. Altron shall pay the Supplier either within 30 (thirty) days less a 2.5% (two and a half percent) [*each division to check that this is acceptable, alternatively change it to acceptable payment terms*] settlement discount from date of receipt of the Supplier's statement; or alternatively, within 60 (sixty) days nett; unless otherwise agreed to in the SLA.
- 9.6. Altron shall be entitled to withhold any amounts that it disputes in good faith until such time as the dispute is resolved by the Parties.
- 9.7. Altron shall be entitled to deduct any monies due or to become due to the Supplier from any monies owing to Altron
- 9.8. Except where otherwise stated in the SLA, the Contract Price is exclusive of VAT which shall be payable, if applicable, by Altron in addition to such Contract Price. The invoice provided to Altron by the Supplier shall show the VAT calculations separately.
- 9.9. The Contract Price shall not be subject to any increase whatsoever by the Supplier during the Contract Period unless agreed otherwise in the Pricing Schedule.
- 9.10. If the adjusted Contract Price is not as agreed or certified until after such variation has taken effect, Altron shall continue to pay the Supplier at the agreed rate prior to the variation.
- 9.11. Unless agreed otherwise there shall be no interest charged on any overdue accounts. If the parties agree on interest, the interest shall be at the prevailing prime rate

charged on overdue accounts by ABSA Bank Limited from time to time. If there is a dispute as to the prime rate, a certificate in writing by a manager or accountant of ABSA Bank Limited, whose appointment it shall not be necessary to prove, shall be *prima facie* evidence.

- 9.12. The Supplier acknowledges that in the event that the South African Revenue Service (“**SARS**”) declares Altron to be its Value-Added Tax (“**VAT**”) agent in respect of any tax legislation with regards to monies owed by the Supplier to SARS and demands that Altron pays to SARS any amounts due to the Supplier from Altron, Altron will pay to SARS the said amounts with no recourse from the Supplier and such funds paid to SARS will be deemed to be paid to the Supplier.
- 9.13. Unless agreed otherwise by the Parties, the Contract Price is inclusive of any delivery, installation, configuration, commissioning, storage and/or maintenance undertaken by the Supplier in respect of the Services.

10. AFD TERMS AND CONDITIONS TO BE ADHERED TO BY THE SUPPLIER

Unless otherwise stipulated in the SLA, the below rules regarding invoicing and statements shall be adhered to by the Supplier:

10.1. Monthly statements to AFD

The Supplier shall ensure that:

- 10.1.1. all statements are sent via e-mail in original electronic PDF format to AFD to accountspayable@altron.....com [*each division to check that this address is correct alternatively change* it];
- 10.1.2. all statements are transmitted to and reach AFD by the second Business Day of each month, to ensure payments are made timeously;
- 10.1.3. statement formats do not change from month to month;
- 10.1.4. should it wish to make any changes to the statement format, it shall provide AFD with 30 days’ written notification of such requested changes together with a sample of the new format, in order to avoid any delays in payment to the Supplier;
- 10.1.5. statements for dormant Supplier accounts must not be sent to AFD and will not be processed;
- 10.1.6. balance brought forward statements with a zero total, where line items still

reflect, will still be issued to AFD by the Supplier, however, if no line items appear and the totals are zero, the statement must not be sent to AFD;

- 10.1.7. no invoices, credit notes or letters must be sent in the same e-mail as the statements;
- 10.1.8. where it has balance brought forward statements, the closing balance of the previous month's statement balances to the cent to the opening balance of the new month's statement must be reflected; and
- 10.1.9. all open item statements must be cleared on a monthly basis before the statements are sent to AFD.

10.2. Electronic Invoicing and SARS Compliance

The Supplier shall ensure that:

- 10.2.1. all invoices are sent via e-mail in original electronic PDF format to AFD;
- 10.2.2. invoice formats do not change from month to month;
- 10.2.3. should it wish to make any changes to the invoice format, it shall provide AFD with 30 days' written notification of such requested changes together with a sample of the new format, in order to avoid any delays in payment to the Supplier;
- 10.2.4. original hardcopy invoices must be sent with each delivery of Goods and/or Services to Altron; and
- 10.2.5. its full business unit name, full Legal entity name as well as the applicable VAT registration number must appear on each invoice, in order for the Supplier to be SARS compliant.

10.3. Changes to the Supplier's Banking Details

- 10.3.1. The following documentation shall be furnished by the Supplier to AFD, should the Supplier require any changes to be made to its banking details:
 - 10.3.1.1. a letter on the Supplier's official company letterhead, and signed by a duly authorised signatory at director level, setting out the request for changes to the Supplier's banking details, and stating the old and new banking account details;

10.3.1.2. an original bank verification document, indicating the Supplier's company registration number or applicable identity number, in which name the account was opened; and

10.3.1.3. an updated completed AFD Supplier detail form.

10.3.2. The Supplier shall ensure that the documentation, as set out in clause 10.3.1 above, is hand-delivered to Altron 's domicilium address, as set out in clause 39.2 below, for the attention of: The CFO.

10.3.3. The Supplier agrees that any requests for changes to the Supplier's banking details shall require a 30 (thirty) day processing time, in order for AFD to effect such changes, provided that all the required documentation has been timeously delivered to AFD.

10.3.4. The Supplier further agrees that in the event that the Supplier's Company Registration number, Owners or Directors of the Company, or Company VAT number change, a full new accreditation process needs to be completed by the Supplier and submitted to AFD's Procurement department.

11. UPDATING OF ELECTRONIC PRICE CATALOGUES (WHERE APPLICABLE)

11.1. The Supplier shall be responsible for ensuring that:

11.1.1. the correct electronic pricing details are uploaded onto the Supplier's applicable electronic ordering platform at all times;

11.1.2. the content provided in relation to the electronic pricing details are up to date and accurate at all times; and

11.1.3. all updates, revisions and corrections of the content of the electronic pricing details are provided timeously in the required format and manner.

11.2. Notwithstanding any provision to the contrary in this Contract, should the Supplier fail to update the content of the electronic pricing details timeously, Altron shall only be liable to pay the prices as may be included in the electronic Pricing Agreement from time to time.

11.3. Altron shall not be liable for any errors in the electronic pricing details and the Supplier agrees to indemnify and hold harmless Altron for any losses or damages sustained in this regard.

12. EXCHANGE RATE AND TENDERS

- 12.1. Should the Supplier be awarded a tender, and the Goods to be supplied are manufactured outside of South Africa ("**imported Goods**") and whereby the Supplier has priced the imported Goods in the Tender/ Proposal in South African Rands, the rate of exchange provided in the Tender/ Proposal shall be deemed to be fixed for the duration of the Contract, unless otherwise agreed to by the Parties.
- 12.2. Notwithstanding clause 12.1 above, due to the uncontrollable currency fluctuations between the South African Rand and major world currencies, Altron expects the exchange rate provided by the Supplier in the Tender/Proposal to be valid for the duration of at least 6 (six) months from the Commencement Date, unless otherwise agreed to by the Parties.

13. RESOURCES

- 13.1. The Contract Price includes payment in full for all facilities and resources required by the Supplier to provide the Goods and/or Services in accordance with the Contract. Any facilities or resources needed or used by the Supplier to supply the Goods and/or Services shall be provided by the Supplier without additional cost to Altron
- 13.2. The Supplier warrants that it is capable and has the requisite abilities and experience in all respects to supply the Goods and/or Services pursuant to the Contract to the reasonable satisfaction of Altron
- 13.3. The Supplier warrants that its employees, agents and contractors performing the Services are properly trained and qualified and have the requisite degree of experience.
- 13.4. The Supplier must ensure that its employees, agents and contractors performing the Services adhere to the relevant policies, procedures and requirements of Altron as may be determined from time to time.
- 13.5. If Altron in its sole discretion considers that any member of the Supplier's staff is not competent and/or not suitably qualified, the Supplier shall at the written request of Altron and at no additional cost to Altron, forthwith replace such member of its staff with an employee of the Supplier who is competent and, if applicable, suitably qualified.

14. OBLIGATIONS OF THE SUPPLIER REGARDING B-BBEE STATUS

- 14.1. The Supplier is required to submit to Altron, annually, a valid B-BBEE certificate
- Standard Terms and Conditions for the Procurement of Goods and/or Services – May 21 Page 20 of 42

issued by a South African National Accreditation System ("**SANAS**")-accredited B-BBEE verification agency, or a Sworn Affidavit in the case of the Supplier being: an Exempted Micro Enterprise ("**EME**"); or in the case of the Supplier being a greater than or equal to 51% (fifty-one percent) Black Owned Qualifying Small Enterprise ("**QSE**").

14.2. In instances where a QSE and/or an EME have black or black women ownership that is held through a trust, an employee share ownership programme/scheme or a broad based ownership scheme, Altron reserves the right to request proof of compliance of such a programme/scheme/trust with the requirements of the Code Series 100 of the Broad Based Black Economic Empowerment Act No 53 of 2003 and the Codes of Good Practice relating thereto, as amended from time to time.

14.3. The Supplier undertakes to notify and provide full details to Altron in the event that there is:

14.3.1. a negative change to the Supplier's B-BBEE rating, which is less than what its' B- BBEE status was at the time of its appointment, including the impact thereof; and/or

14.3.2. a corporate or internal restructure or change in control of the Supplier which has impacted, or is likely to negatively impact on the Supplier's B-BBEE rating.

14.4. The Supplier shall issue the notice and relevant details required in clause 14.3 within 30 (thirty) days from the date the event occurred.

14.5. Should there be any negative change to the Supplier's B-BBEE rating and should the Supplier fail to comply with its reporting obligations in terms of this clause 14, Altron reserves the right to terminate this Contract with immediate effect.

15. AUTHORISED OFFICERS

15.1. Any notice, information or communication given to or made by an Authorised Officer shall be deemed to have been given or made by Altron

15.2. All changes to the Supplier's company names and bank details are to be communicated to the Authorised Officer in writing. The documents confirming the changes must be original documents.

16. LOCATION

Subject to the agreement between the Parties on price, Altron reserves the right to increase or reduce the number of Locations and quantities of goods and levels

of Service(s) to be supplied under the Contract at any time during the Contract Period by giving reasonable notice to the Supplier.

17. EQUIPMENT AND MATERIALS

17.1. The Supplier shall be responsible for the provision and installation of all equipment and materials used in connection with the Contract except where these are loaned to the Supplier by Altron or transferred into the ownership of the Supplier.

17.2. In accordance with the SLA, the Supplier will, at his own expense, install all necessary equipment for the provision of the Goods and/or Services.

17.3. The Supplier shall ensure that all equipment used in connection with the Contract is maintained in good and proper working order and condition in compliance with manufacturer's instructions and Applicable Laws.

17.4. The Supplier shall ensure that, as from the Commencement Date the equipment is fit for its intended purpose and that the equipment shall, for the duration of this Contract, be available and able to be used for its intended purpose and that the equipment shall operate in accordance with the manufacturer's engineering and operation specifications as published from time to time by the manufacturer of the equipment.

17.5. The Supplier shall:

17.5.1. establish effective planned maintenance programmes;

17.5.2. make adequate arrangements for emergency remedial maintenance, to ensure continuity of the Services;

17.5.3. agree all equipment purchases with Altron; and

17.5.4. ensure compliance with all regulations covering the inspection and testing of all equipment used at the Location in the provision of the Services.

17.6. All equipment and materials issued by Altron to the Supplier will be returned to Altron in good order and condition, upon the termination / or end of this contract as stipulated in clause 28 hereunder.

18. ASSIGNMENT

18.1. Unless otherwise stipulated otherwise in the SLA:

18.1.1. The Supplier shall not assign the whole or any part of the Contract without the prior Approval of Altron

18.1.2. If Approval to assign is requested from the Authorised Officer, Altron may insist upon the production to it (inter alia) of all reasonable information and documentation relevant to:

18.1.2.1. the financial liability;

18.1.2.2. competence; and

18.1.2.3. relevant experience of the proposed assignee; as reasonable and valid conditions of their consent.

18.2. The Supplier undertakes to engage the most appropriate and qualified assignee to undertake the supply of the Services.

19. SUB-CONTRACTORS

19.1. The Supplier shall not sub-contract the supply of any Goods and/ or Services without the prior written Approval of the Authorised Officer (such consent not to be unreasonably withheld).

19.2. If Approval to sub-contract is requested from the Authorised Officer, Altron may insist upon the production of all reasonable information and documentation relevant to *inter alia*:

19.2.1. the financial liability;

19.2.2. competence; and

19.2.3. relevant experience of the proposed sub-contractor.

19.3. The Supplier warrants that appropriate and adequate insurance is in place for the life of the Contract.

19.4. The Supplier undertakes to engage the most appropriate and qualified sub-contractor to undertake the supply of the Services, where required.

20. LIMITATION OF LIABILITY

20.1. The Supplier hereby indemnifies and holds Altron harmless against all claims,

damages, losses, costs and other liabilities howsoever directly or indirectly arising from or in connection with any breach by the Supplier of its duties and obligations in terms of this Contract or in connection with any negligence by the Supplier in carrying out the Services. This clause shall survive the termination of this Contract.

- 20.2. The Supplier hereby warrants that the Services will not infringe the rights of any third party (including any copyright or other Intellectual Property right) and the Supplier hereby indemnifies Altron, and holds Altron harmless against all losses, damages, actions, proceedings, liabilities and/or claims of any nature whatsoever and howsoever arising which may be suffered or incurred by or be made against Altron by reason of any breach of this warranty.
- 20.3. The Supplier understands and agrees that it will be responsible for its own conduct and the results thereof. The Supplier will assume all risk and liability of its agents, contractors or employees for any injury to persons resulting in any manner from the conduct of its own operations and the operations of its agents, contractors and employees under this Contract, and for any loss, costs, damage or expense resulting at any time from any and all causes due to any acts or omissions whether negligent, gross negligent or failure to exercise proper precautions of itself or its agents, contractors or employees under and pursuant to this Contract.

21. PRODUCT LIABILITY

The Supplier warrants that none of the Goods to be supplied to Altron shall be defective, prone to failure, constitute hazard or be unsafe. The Supplier indemnifies Altron in respect of product liability for any harm (death or injury to any natural person, an illness of any natural person, any loss of, or physical damage to any movable or immovable property and economic loss) arising from or in connection with unsafe products, product failure, any defect or hazard in the Goods, inadequate instructions or warnings provided, arising from the actions or omissions of the Supplier as contemplated in the Consumer Protection Act No. 68 of 2008 and any Applicable Laws.

22. INSURANCE

- 22.1. The Supplier shall arrange adequate insurance in respect of death, personal injury, illness or disease or loss of or damage to property of the Supplier, or its employees and/or of any third-party person or property.
- 22.2. The Supplier shall maintain sufficient professional indemnity insurance for the purposes of this Contract and shall have any/all insurance policy(ies) that it is required to effect

and maintain for the duration of the period of the Project and all future projects, of its potential liability in terms of this Contract and shall, provide a certificate of proof of such insurance, a copy of the policy itself as well as any further documentation as may be reasonably required by Altron

- 22.3. The Supplier shall (where applicable) maintain sufficient Cyber Insurance for the purposes of this Contract and shall have any/all insurance policy(ies) that it is required to effect and maintain for the duration period of the Project and all future projects, of its potential liability in terms of this Contract and shall, provide a certificate of proof of such insurance, a copy of the policy itself as well as any further documentation as may be reasonably required by Altron
- 22.4. Altron will determine whether the professional indemnity insurance is sufficient and will confirm accordingly with the Supplier in writing.
- 22.5. Should the Supplier fail to effect and/or keep in force to the satisfaction of Altron any of the insurances it is required to effect and maintain under this Contract, or fails to provide satisfactory evidence and/or copies of policies in terms of this clause 22, and notwithstanding that this would constitute a material breach by the Supplier, Altron may, at its option and without prejudice to any other right or remedy, effect insurance for the relevant coverage and pay the premiums due. The Supplier shall pay to Altron, immediately upon demand, any sums paid by Altron in this regard.
- 22.6. Notwithstanding clause 22.5, the Supplier shall, at its own expense, take out insurance for the full replacement value for the Goods or equipment required for the performance of the Services.
- 22.7. Altron shall provide adequate insurance for all equipment and stock it owns, which may be utilised by the Supplier to carry out its obligations in terms of this Contract. The Supplier shall obtain Altron’s prior written consent before utilising any equipment owned by Altron

23. REVIEW MEETINGS

At the request of Altron, the Supplier shall attend formal, minuted review meetings (each such meeting being a “**Review**”), as required by the Authorised Officer, to discuss Altron’s levels of satisfaction in respect of the Goods and/or Services provided under the Contract measured against pre-determined bench marks and to agree any necessary action to address areas of dissatisfaction. Such Reviews shall be attended by duly authorised and sufficiently senior employees of both Altron

..... and the Supplier together with any other relevant attendees. The Parties shall agree a standing agenda for such Reviews.

24. VARIATION OF THE CONTRACT

- 24.1. Any variation to the terms of the Contract must be recorded in writing and executed by a director or authorised signatory of the Supplier and the Authorised Officer. Such record of the variation in question must address all consequential amendments required to be made to the Contract as a result of such variation, including adjustment to the Contract Price.
- 24.2. Variations will take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.
- 24.3. Save as provided in any such record of variation, the Contract will continue in full force and effect.

25. VARIATION OF THE SLA

- 25.1. Altron may at any time propose to the Supplier any reasonable variation or addition to the SLA and the Supplier shall not unreasonably withhold or delay its consent to such variation.
- 25.2. No such variation or addition shall affect the continuation of the Contract.

26. DISPUTE RESOLUTION PROCEDURE

- 26.1. During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Supplier shall continue its performance of the provisions of the Contract (unless Altron requests in writing that the Supplier does not do so).
- 26.2. If a dispute arises between Altron and the Supplier in relation to any matter which cannot be resolved by the Authorised Officer and the Contract Manager either of them may refer such dispute to the Dispute Resolution Procedure, as set out in this clause.
- 26.3. In the first instance each of Altron and the Supplier shall appoint a representative to meet in order to resolve the matter in dispute. The meeting will be conducted in such manner and with the objective to promote a consensual resolution of the dispute in question at the discretion of the Parties.
- 26.4. If the meeting(s) referred to in clause 26.3 does not resolve the matter in question within 15 (fifteen) days of receipt of formal notification thereof by a Party, then such

dispute shall be referred to arbitration and shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa.

- 26.5. The arbitration shall be held in Johannesburg with only the Parties and their representatives present.
- 26.6. It is the intention that the arbitration shall, where possible, be held and concluded within 21 (twenty one) Business Days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration.
- 26.7. The arbitrator shall be a retired judge or an impartial admitted attorney or advocate of not less than ten years standing jointly appointed by the Parties or, failing agreement by the Parties within 10 (ten) days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the Chairperson of the Johannesburg Bar Council (or its successor body), whereupon the parties shall forthwith appoint such person as the arbitrator.
- 26.8. Save as expressly provided in this Contract to the contrary, the arbitration shall be subject to the provisions of the Arbitration Act, 1965 or an Arbitration agreement concluded between the Parties.
- 26.9. The Parties shall keep the evidence in the arbitration proceedings and any order made by the arbitrator confidential.
- 26.10. The arbitrator shall be obliged to give his award in writing fully supported by reasons.
- 26.11. The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.
- 26.12. The arbitrator's decision shall, in the absence of manifest error, be binding on the Parties, who hereby agree to give effect to the award. Any Party may make such decision an order of court.
- 26.13. The arbitrator may determine which Party is liable for payment of the costs of the arbitration.
- 26.14. Notwithstanding the institution and commencement of arbitration proceedings, either Party may nonetheless approach a court of competent jurisdiction for relief of an urgent nature in circumstances where such relief cannot be urgently given by the arbitrator.

27. BREACH AND TERMINATION

27.1. Should the Supplier:

- 27.1.1. breach any material provision of this Contract, which breach is incapable of being remedied; and/or
- 27.1.2. breach any material provision of this Contract (in whole or part), which breach if capable of being remedied, is not remedied within 10 (ten) Business Days after receiving written notice from Altron requiring such breach to be remedied; and/or
- 27.1.3. breach any other provision of this Contract which breach, if capable of being remedied, is not remedied within 10 (ten) Business Days after receiving written notice from Altron requiring such breach to be remedied; and/or
- 27.1.4. fail (in whole or in part) to perform any material obligation of the Contract owed to Altron on more than 3 (three) occasions during the Contract Period; and/or
- 27.1.5. be liquidated; and/or
- 27.1.6. have any application or other proceedings brought against or in respect of it in terms of which it is sought to be deregistered, wound-up, liquidated or placed under Business Rescue, in any such event whether provisionally or finally; and/or
- 27.1.7. be or become insolvent or commit any act which is or, if it were a natural person, would be an act of insolvency as defined in the Insolvency Act; and/or
- 27.1.8. be deemed to be unable to pay its debts in terms of the Companies Act; and/or
- 27.1.9. compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally; and/or
- 27.1.10. through its own fault, cease to carry out the Services or fail to carry out the Services properly in whole or in part and does not remedy such failure within 5 (five) Business Days; and/or cease to carry on its business in a normal and regular manner or materially change the nature of its business which results in a material adverse effect on the ability of the Supplier to meet its obligations under this Contract; and/or
- 27.1.11. alienate or encumber the whole or a major portion of its assets without the prior written consent of Altron, which consent shall not be unreasonably withheld and provided that such alienation or encumbrance results in a material adverse

effect on the ability of the Supplier to meet its obligations under this Contract (other than in the ordinary course of the Supplier's business); and/or

27.1.12. be in default of any duty of care or any fiduciary or statutory duty owed to Altron and/or any employee or agent of Altron: and/or

27.1.13. offer, give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the Contract or any other contract with Altron, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with Altron; or should there be any similar acts having been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier); then

27.1.14. Altron shall be entitled, without prejudice to its other rights in law including the right to claim damages, to summarily or at any time thereafter cancel the Supplier's appointment under this Contract on 5 (five) days' prior written notice to the Supplier to such effect. Any termination of appointment under this Contract pursuant to this clause 27 shall be without liability or penalty on the part of Altron for so doing.

27.2. Notwithstanding any other provision of this Contract, Altron shall be entitled to terminate this Contract with the Supplier occasioned by any event, circumstance or matter or a combination of events, circumstances or matters which has or could have in the reasonable opinion of Altron, a material adverse effect on:

27.2.1. the ability of the Supplier to comply with any of its obligations under this Contract;

27.2.2. the business, operations, property, reputation, condition (financial or otherwise) of Altron

27.3. Altron reserves the right to terminate any agreement for convenience on 30 (thirty) days written notice, subject to clause 27.4.

27.4. Notwithstanding clause 27.1, upon termination:

27.4.1. Altron shall pay to the Supplier all amounts due and owing for the Services actually performed up to the date of termination;

27.4.2. the Supplier shall immediately account to Altron for all outstanding amounts due for Services rendered to Altron; and

27.4.3. the performance of all Services shall automatically terminate.

28. ARRANGEMENTS ON TERMINATION

28.1. Altron and the Supplier agree that termination or expiry of the Contract shall not affect either Party's obligations which the Contract provides shall survive the expiration or termination of the Contract.

28.2. After termination or expiry all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services (including any Deliverables which remain to be completed as at the date of termination or expiry) and all other items provided on loan or otherwise to the Supplier by Altron shall be delivered by the Supplier to Altron provided that the Supplier shall be entitled to keep copies thereof to the extent that the information contained therein does not relate solely to the Services or to the extent that the Supplier is required by law to maintain copies thereof or to the extent that the Supplier was in possession of such data documents and records prior to the date of the Contract. In addition, the Supplier shall co-operate fully with Altron during the handover leading to the termination of the Contract. This co- operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

28.3. The Supplier shall retain all papers, files, records and vouchers relating to the provision of the Services as provided for the period of 5 (five) years after the date of the termination of the Contract.

29. RE-TENDERING AND HANDOVER

Within 21 (twenty one) days of being so requested by Altron, the Supplier shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable Altron to issue invitations to offer for the future provision of the Services.

30. PENALTIES (WHERE APPLICABLE)

In the event that the Supplier fails to meet any of the obligations contained in the SLA, the Supplier shall be liable to compensate Altron for penalties as stipulated in the SLA.

31. INTELLECTUAL PROPERTY

- 31.1. The Parties shall retain their respective ownership of any Intellectual Property in all existing material.
- 31.2. In the event that the Supplier wishes to use Altron’s Intellectual Property including the Trademarks for whatsoever reason during the Contract Period, it may only do so by obtaining the prior written approval of Altron
- 31.3. Altron may limit the use of the Trademark or revoke its written approval contemplated in terms of clause 31.2 above at any time for any reason whatsoever.
- 31.4. Save as otherwise provided, no provision of this Contract shall be construed as granting any Party any right to the Intellectual Property of the other Party, including the Trademarks.
- 31.5. The Supplier may only use a Altron Trademark strictly in accordance with Altron’s written specifications, directions and instructions given from time to time and only for the purpose specified in the SLA.
- 31.6. The Supplier shall be obliged to ensure that Altron has inspected and approved a sample of any Deliverable, process, article, matter or thing supplied under the Contract which is to contain a Altron Trademark prior to the production or distribution thereof.
- 31.7. Altron may request the Supplier to destroy any product that contains a Altron Trademark that was not approved in terms of clause 31.6 above or limited in terms of clause 31.5.
- 31.8. The Supplier may not donate, sell or otherwise alienate any Deliverable, process, article, matter or thing supplied under the Contract whilst such item contains a Altron Trademark, without the prior written consent of Altron (which shall be at Altron’s sole discretion).
- 31.9. The Supplier agrees that inventions, marks and works including designs, drawings, plans, reports, concepts, manuals, procedures, systems, methods or other documents, programs, materials or matters which are prepared, produced, made, created or otherwise developed in whole or in part by the Supplier or in collaboration with others under or in connection with this Contract (whether in hard copy or in electronic format) is the property of Altron and the Supplier hereby voluntarily assigns all rights, title and interest in and to such Intellectual Property to Altron
- 31.10. Any modification, invention, improvement or discovery, whether or not capable of registration (“**the enhancement**”) made by Altron or its employees or agents

which relates to or in connection with Services shall be the property of Altron, even if such enhancement was made with the collaboration of the Supplier.

- 31.11. The Supplier agrees to indemnify and keep indemnified Altron against any costs, proceedings, expenses and demands arising from the use, application, supply or delivery of any Deliverable, process, article, matter or thing supplied under the Contract that would constitute or is alleged to constitute any infringement of any person's Intellectual Property rights.
- 31.12. On termination, the Supplier shall refrain from using all Altron 's Intellectual Property immediately and shall return all Altron 's Intellectual Property to Altron within 14 (fourteen) days from the Termination Date, including any Deliverable, process, article, matter or thing supplied under the Contract which contains a Altron Trademark.
- 31.13. This clause shall survive termination of the Contract.

32. ANNUAL SALES STATEMENT

If requested by Altron, the Supplier shall provide Altron within 30 (thirty) days of each quarter year of the date of the Contract and within 30 (thirty) days of termination of the Contract, a statement giving accurate and complete details of the quantity and value of the Goods and/or Services provided by the Supplier pursuant to the Contract during the year ending on the date of such anniversary or, in the event of termination of the Contract, during the period from the date of the Contract or the date of the last such statement submitted by the Supplier to Altron to the date of termination of the Contract.

33. CONFIDENTIALITY

- 33.1. The Supplier agrees that:
- 33.1.1. all Confidential Information disclosed to it by Altron is a valuable, unique, a special asset proprietary to Altron and also incorporates proprietary information; and;
- 33.1.2. the undertakings given in this clause 33 are necessary to protect Altron 's business and are reasonable both as to content and duration.
- 33.2. The Supplier acknowledges and agrees:

- 33.2.1. that this confidentiality clause shall be binding upon the Supplier, all persons employed by the Supplier (including but not limited to, professional advisors, agents, consultants, employees and staff) and the Supplier undertakes to procure that such persons are made aware of the confidential nature of the Confidential Information and act in accordance with agreed controls to protect such confidentiality;
- 33.2.2. to hold, and to ensure that its officers, directors and employees hold the Confidential Information in the strictest confidence and act in accordance with agreed controls to protect such confidentiality, and not to make use of the Confidential Information other than for the performance of its obligations in terms of this Contract;
- 33.2.3. not to use or exploit the Confidential Information for its commercial benefit or derive any financial benefit of the same;
- 33.2.4. to release the Confidential Information only to those persons who are required to know same and not to release or disclose the Confidential Information to any other party other than contemplated in this Contract;
- 33.2.5. to Process Personal Information of Data Subjects in connection with and for the purposes of the supply of the Goods and/or the provision of the Services and will act as the Operator for purposes of POPIA, unless required by law the Supplier shall Process Personal Information only in accordance with these Standard Terms and Conditions or for the purposes connected with the provision of the Services or as specifically otherwise instructed or authorised by Altron in writing or in accordance with the Supplier's technical and organisational security measures as agreed to by the Parties;
- 33.2.6. to Process the Personal Information in relation to the Services separately from Personal Information, data and property relating to Altron... or any third party, and may not be combined or merged with information of another party unless otherwise agreed to in writing by Altron;
- 33.2.7. that the Confidential Information in its possession is the property of Altron and, any computer software, program disks, documents, writings, written instructions, notes, memoranda or records of whatever nature relating to the Confidential Information shall be returned to the Altron within 14 (fourteen) days of termination of this Contract; and

which Confidential Information may be retained, stored or reproduced except to the extent required by law.

33.3. Further, the Supplier acknowledges and agrees that the disclosure of the Confidential Information to any unrelated third party shall be unlawful and in breach of this Contract unless or until the Supplier can reasonably demonstrate that the Confidential Information (or the relevant portion thereof):

33.3.1. is already in the public domain through no fault of its own;

33.3.2. has been lawfully obtained from any third party who/which was under no obligation to keep such communication, information or material confidential;

33.3.3. is already lawfully known to the Supplier at the time that it receives such information (and the Supplier is under no prior obligation to keep such information confidential); or

33.3.4. is disclosed by the Supplier to satisfy the order of a court of competent jurisdiction or the demand or direction of a governmental or regulatory body, or to comply with the provisions of any law or regulation in force from time to time, provided that in these circumstances the Supplier shall:

33.3.4.1. disclose only that portion of the Confidential Information which it is legally required to disclose; and

33.3.4.2. undertake to protect the confidentiality of such Confidential Information to the fullest extent practicable.

34. DATA PROTECTION

34.1. In performing its obligations under this Contract, the Supplier shall:

34.1.1. comply with the provisions of the prevailing privacy and data protection legislation governing the collection, use and processing of Personal Information as defined in POPIA and where applicable UKGDPR and EUGDPR and the ePrivacy Directive and any laws implementing the foregoing or implemented in European Union Member States hereunder.;

34.1.2. not process Personal Information for any purpose other than to perform its obligations under this Contract and ensure that such processing will not place Altron in breach of POPIA or any other applicable privacy and data protection laws or stated requirements;

- 34.1.3. only act on the instructions of Altron in collecting, processing and utilising the Personal Information (and for avoidance of doubt, this Contract shall constitute such instructions);
 - 34.1.4. not disclose or otherwise make available the Personal Information to any third party other than authorised staff or sub-contractors who require access to such Personal Information strictly in order for the Supplier to carry out its obligations pursuant to this Contract, and ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information;
 - 34.1.5. take appropriate, reasonable technical and organisational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access or processing;
 - 34.1.6. immediately notify Altron in case of possible infringements of the applicable data protection legislation, the terms of this clause or other irregularities by the Supplier, its staff or any other party acting on behalf of the Supplier in relation to Altron’s Personal Information; and
 - 34.1.7. at Altron’s option, return or destroy the Personal Information once it is no longer required for the purposes of performing obligations under this Contract or any directly related purpose.
- 34.2. The Supplier hereby indemnifies and holds harmless Altron, its affiliates and their respective staff, successors, cessionaries and assignees, from any and all losses, costs, expenses and damage, including consequential losses and damage as well as penalties and fines arising from the Supplier's non-compliance with the provisions of this clause and any relevant data protection legislation.
- 34.3. The Supplier acknowledges that Altron may, on reasonable notice, investigate the steps it is taking to comply with any applicable privacy and data protection laws.
- 34.4. It is recorded and agreed that where it may be necessary for the Supplier as Operator to transfer Personal Information to a sub-processor for Processing for the purposes agreed to in the Contract, the Supplier as Operator hereby agrees that it hereby indemnifies and holds Altron... harmless from any and all losses arising from any claim

or action brought against Altron. by any party, including by any regulator, arising from or due to the Supplier's or the offshore sub-processor's breach of the obligations contained in this Contract in relation to the lawful Processing of Personal Information in South Africa or anywhere else in the world.

34.5. The Supplier agrees that breach of this clause shall be regarded as a material breach of the Contract.

34.6. The obligations contained in this clause shall endure, even after the termination of this Contract for whatever reason.

35. INFORMATION AND CYBER SECURITY

35.1. Should the Supplier have access to or be integrated, in any way, into Altron’s information or technology and/or communications systems (“**Altron IT Network**”), the Supplier’s Information Technology Infrastructure must be designed in such a way as to ensure that it connects to and communicates and/or transfers data to the Altron IT Network in a secure manner.

35.2. It is the Supplier’s sole responsibility to provide and continuously ensure a secure connection between its information technology and communications systems and Altron’s IT Network and/or any other network, as the case may be.

35.3. The Supplier shall establish and maintain any appropriate measures, including but not limited to: the installation of firewalls, the application of authentication measures, the encryption of data, the installation of antivirus programs, and any other appropriate measures, to ensure the protection of any information technology, communications systems, services, data as well as the Altron IT Network against any kind of security breaches, unauthorised access, interference, intrusion, leakage and/or theft of data or information.

35.4. The Supplier hereby indemnifies Altron from and against any and all loss, damage, costs, expenses and/or liabilities, which Altron may suffer or incur arising from or as a result of any breach of this clause 35, including any claim or action by any third party arising out of such breach, save to the extent that the loss damage, costs, expenses and/or liabilities arises out of the gross negligence or wilful intent of Altron

36. WARRANTIES

36.1. The Supplier warrants to Altron that it has all necessary corporate standing

and authorisation to enter into and be bound by the terms of the Contract.

- 36.2. The Supplier warrants to Altron that the Goods and or/Services shall be fit for the purpose which it is required by Altron
- 36.3. The Supplier warrants to Altron that the Goods and/or Services shall not infringe the Intellectual Property of any third party nor result in Altron being obliged to pay royalties to any person in respect thereof.

37. ANTI-BRIBERY AND ANTI-CORRUPTION AND ETHICAL CONDUCT

- 37.1. The Parties warrant that for the duration of this Contract, they will comply with all Anti- Corruption Laws. In particular, the Parties undertake not to:
- 37.1.1. pay, promise to pay or offer to pay, any commission, success fee, bribe, pay off or kickback related to the Services that violates any Anti-Corruption Laws or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may, or will at any time, be paid; or
- 37.1.2. offer, promise or give any undue pecuniary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his/her official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.
- 37.2. Any breach by either Party of the provisions of this clause 37 will be a material breach of this Contract and shall entitle either Party to cancel this Contract immediately on notice to other Party.
- 37.3. The Supplier shall not offer Altron or any of its employees or agents as a variation of the Contract, or as agreement collateral to it, any advantage other than a cash discount against the Contract Price or training of the employees of Altron in connection with the Services.
- 37.4. Altron, the ultimate holding company of Altron adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, customers, contractors and stakeholders of the Altron group, in their interaction with the Altron group, to adhere to similar principles.
- 37.5. The Supplier is referred to the Altron Statement of Business Principles and Conduct that can be viewed on Altron's public internet website at www.altron.com.

37.6. The Supplier confirms that it has read and that it understands the above mentioned Statement of Business Principles and Conduct and that it endorses the principles of lawful and ethical business conduct as are expressly or implicitly dealt with in the said document. For the sake of clarity, the relevant principles are summarized as follows:

- Fair competition and avoidance of anti-competitive conduct
- Integrity in business dealings – no corruption or bribery
- Sustainability – no inappropriate risks for human health and the environment
- Equal opportunities in securities trading – no insider trading
- Proper record keeping and accurate financial reporting – no deception
- Fair and respectful working conditions – no discrimination
- Respecting the legal rights of others – no infringement of intellectual property rights
- No conflicts of interest between business and personal interests
- Cooperation with the authorities – no misinformation
- Compliance with laws, regulations, rules and standards, in South Africa and elsewhere
- Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
- To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour).

37.7. The Altron group distances itself from any conduct that deviates from the principles referred to in 37.6 above and it reserves its right not to deal with any party whose conduct is contrary to these principles. Altron hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude, in its sole opinion, that the Supplier has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of lawful and ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Altron

38. NOTICES

38.1. Any notice to be given under the Contract shall either be delivered personally or sent by e-mail. The address for service of each Party shall be its registered office or such other address as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:

38.1.1. if personally delivered, at the time of delivery;

38.1.2. if transmitted by electronic mail to the addressee's e-mail domicile for the time being and shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the Business Day immediately succeeding the date of successful transmission thereof.

38.2. The Parties choose the following addresses:

Altron Block D, Woodlands Office Park,
20 Woodlands Drive
Woodmead , 2191, Republic of South Africa.

Supplier: **Insert xxxx**

39. FORCE MAJEURE

39.1. No Party shall be entitled to bring a claim for a breach of obligations under the Contract by the other Party or incur any liability to the other Party for any loss or damages incurred by that Party to the extent that a Force Majeure Event occurs, and it is prevented from carrying out obligations by that Force Majeure Event.

39.2. In the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, the expected duration of the Force Majeure and any action proposed to mitigate its effect.

39.3. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.

39.4. Altron may terminate the Contract in the event that the Supplier is unable to perform its obligations in terms of the Contract as a result of the Force Majeure Event for a period in excess of 14 (fourteen) days or otherwise stipulated in the SLA.

40. GENERAL

- 40.1. Save as required by any Applicable Laws and/or the requirements of any relevant stock exchange, no publicity shall be made by any of the Parties relating to any matter in connection with the Contract without the prior written consent of the other Party.
- 40.2. The Supplier acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or implied or express) in relation to the subject matter of the Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against Altron for any misrepresentation (whether made negligently or not).
- 40.3. The Supplier warrants, represents and undertakes to Altron that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier and that there are no material contracts existing to which the Supplier is a party which prevent it from entering into the Contract; and that the Supplier has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
- 40.4. This Contract contains the entire Contract between the Parties in regard to the subject matter thereof.
- 40.5. No addition to, variation, or agreed cancellation of this Contract shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorised representatives of both parties. For purposes hereof a "**written document**" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "**signed**" shall mean a signature executed by hand with a pen and without any electronic process or intervention.
- 40.6. No Party shall be entitled to cede, assign, delegate, transfer, subcontract or otherwise alienate any of the rights or duties deriving from this Contract without the prior written consent of the other Party.
- 40.7. The entire provisions of this Contract shall be governed by and construed in accordance with the laws of the RSA and all disputes, actions and other matters relating thereto shall be determined in accordance with such law.
- 40.8. Should any provision of this Contract be invalid, unenforceable, defective or illegal for any reason whatsoever, then that provision shall be deemed to be severable from the remaining provisions of this Contract which shall continue in full force and effect.

- 40.9. No extension of time, relaxation, indulgence or waiver of any of the provisions of this Contract will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 40.10. Each Party shall bear its own costs in relation to the negotiation, drafting and execution of this Contract and all attendances incidental thereto.
- 40.11. The Parties record that it shall not be necessary for the Parties to initial each page of this Contract in order for the Contract to be effective, valid and enforceable, provided that the Parties fully sign the signature page(s) of the Contract. The omission of initials to each page of the Contract shall in no way render the Contract invalid or unenforceable.

41. LAW

- 41.1. The Parties consent to the jurisdiction of the South African courts and agree that the Contract is to be governed and construed according to South African law.
- 41.2. The defaulting Party shall be liable for all legal costs (including attorney and own client costs and collection commission) incurred by the aggrieved Party in enforcing any of its rights in terms of this Contract.

Dated at	on this the	day of	2021
As witnesses:	for :	ALTRON (PROPRIETARY) LIMITED	
1.	_____ (Sign here)		
2.	who warrants that he/she is duly authorised hereto		
	NAME :		
	CAPACITY :		

Dated at	on this the	day of	2021
As witnesses:	for :	XXXX (PROPRIETARY) LIMITED	
1.	_____ (Sign here)		
2.	who warrants that he/she is duly authorised hereto		
	NAME :		
	CAPACITY :		