

## GENERAL TERMS AND CONDITIONS OF SALE B2B

### 1. General terms and conditions

**PURSUANT TO THE PROVISIONS OF THE CONSUMER PROTECTION ACT, 2008, THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THOSE CLAUSES HEREBELOW PRINTED IN BOLD. THOSE PROVISIONS MAY AFFECT THE CONSUMER'S RIGHTS AND DEFENCES IN RESPECT OF ANY ORDER PLACED OR CONTRACT ENTERED INTO WITH ROTHO BLAAS SOUTH AFRICA (PTY) LTD**

1.1. These general terms and conditions of sale (hereinafter T&C) apply to all sales of products made by ROTHO BLAAS SOUTH AFRICA Pty (LTD), 27 Tamarack Crescent, Maple Creek Sunningdale, Milnerton, 7441, Western Cape (hereinafter referred to as RB), unless otherwise agreed in writing between the Parties. Any exceptions agreed between the Parties for individual orders shall in any case apply exclusively to such orders and shall not constitute a modification of the T&C for other purchases made by the customer.

1.2. RB shall supply the products exclusively based in these T&C and, if there are any other agreements signed by both Parties. Any General Terms and Conditions of the Customer shall only be valid upon written confirmation by RB.

1.3. The invalidity of individual clauses of these T&C or of any further agreements stipulated by the Parties shall not affect the remaining provisions.

### 2. Technical documentation

2.1. **RB is not liable for any printing errors, technical data, drawings, references to weights and measures and translations in the catalogues.** The latest version of the catalogues' technical data sheets available can be consulted on RB website.

### 3. Delivery terms

3.1. The quantities supplied and the characteristics of the products are those indicated in the written order confirmation issued by RB. If the order is executed in more than one delivery, the quantities are specified in the respective transport documents.

**3.2. Delivery terms are indicative only. Any delay in delivery shall therefore not entail a penalty for RB nor a right of the Buyer to compensation for damages.**

3.3. The Buyer shall confirm receipt of the product on the transport document and/or transport bill of the shipper/carrier, in paper or digital format. **The Buyer shall also note any claim regarding the quantity/type of product, packaging, transport damage, visible at the time of delivery on the transport document and/or transport bill of the shipper/carrier upon delivery. Otherwise, any complaints shall not be taken into consideration by RB, which shall not be held liable in this regard. Damages or non-conformities must be advised within 10 days from the date of delivery to the sales agent with photo and brief description.**

### 4. Returns

**4.1. Returns of goods are not permitted unless otherwise agreed in writing between the parties and in any case not later than 30 days from the purchase date.**

4.2. If the return of the goods is authorised, a handling fee determined from time to time by RB will be charged to the customer, together with transportation costs. Returned goods must be in their original condition, unused, packed in their original packaging and ready for sale. Transport costs for the return of the goods shall be borne by the customer.

**4.3. In any case, returns of out-of-catalogue products, products with expiry date and/or products specifically manufactured for the customer are not permitted.**

### 5. Risk transfer

5.1. The risk is transferred from RB to the Buyer according to the INCOTERMS set out in the commercial documents. In the absence of any specification, the risk is transferred upon sending of the goods, and therefore upon delivery of the goods to the forwarder/carrier.

### 6. Prices and payment methods

6.1. The price charged is indicated in the order confirmation or if not so indicated, in the order. The price is intended ex warehouse RB. In the event of deferred payments or payments made after the agreed date, RB applies the default interests as provided by law for the intervening period and charges the customer for the costs incurred for the recovery of the credit.

6.2. In the event of an unforeseen increase in price between the time of order confirmation and the time of delivery, the purchase price may be adjusted accordingly after notice to the Buyer.

### 7. Retention of title and Intellectual Property Rights

7.1. Goods supplied by RB are subject to retention of title until full payment of the agreed price.

7.2. The Intellectual Property Rights (trademarks, trade names, copyrights, patents, designs and models, know-how, domain names) are the total and exclusive property of RB and their communication or use within the scope of these Terms and Conditions of Sale does not create, in relation to them, any right or claim on the part of the Purchaser. The Buyer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

7.3. The Buyer acknowledges and accepts that: (I) RB is the exclusive owner of the Trade Marks and the other Intellectual Property Rights; (II) shall refrain from registering trademarks that are identical, similar and/or may be confused by a reasonable consumer with the Trade Marks; (III) shall use the Trade Marks and the other Intellectual Property Rights only with the express consent of RB in compliance with the latter's instructions and exclusively for the purposes set out in these Conditions of Sale; (IV) undertakes not to modify, alter, remove, cancel or cover the RB Marks or other distinctive signs affixed to the Products or to add other marks or distinctive signs to these; (V) undertakes not

to register domain names that are identical, similar or that incorporate the RB Marks. Any breach of these provisions shall be prosecuted in accordance with the law.

7.4. In the event that the Purchaser registers or registers any exclusive rights to the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to the Products, in violation of the provisions of this clause 7, these registrations shall be deemed to be automatically and by right transferred by the Purchaser to RB; therefore, the Purchaser hereby undertakes to carry out all the necessary actions to finalise and make effective the transfer of said rights from the Purchaser to RB, without the Purchaser being entitled to either compensation or reimbursement of the expenses and costs incurred.

## **8. No setoff**

**8.1. The Buyer may not set off against the sale price payable any alleged damages for product defects. Any claims for defects and non-conformities shall be made separately.**

## **9. Warranty and liability**

**9.1. RB guarantees the products supplied from defects, lack of quality and/or non-conformity for a period of 12 months from delivery to the customer, reserving the right to repair, replace or refund the sums paid to the customer. RB will be able to perform the warranty according to its own time and capabilities. In case of defect, lack of quality, non-conformity of the product, the Buyer shall notify RB within 10 from their discovery, with adequate documentation.**

**9.2. The warranty provided does not cover the effects of wear or damage that may arise after delivery due to improper or careless use, excessive stress, use of inappropriate materials or particular effects of external agents, not provided for in the contract. Should the Buyer or third parties make any modifications or repair work that are not appropriate, the warranty shall have no value either directly or on the effects thereof. PPE products and anchoring devices in general are subject to periodic review under the Buyer's responsibility, as per the documentation attached to the product which the customer undertakes to comply with.**

9.3. If, in carrying out operations that are presumed to be under warranty, it turns out that the damage does not fall under the RB warranty, the Buyer shall bear the costs of such operations. RB shall not be obliged to remedy the defect if the Buyer fails to make due payment of the relevant sale price.

**9.4. Any other warranty claims of the Buyer against RB and other co-obligations under the warranty are excluded, without prejudice to clause 10 (Other Liability).**

## **10. Other Liabilities**

**10.1. Without prejudice to the provisions of mandatory statutory provisions, RB guarantees compliance with the terms of any order placed by**

**a customer but remains exempt from any and all contractual and/or non-contractual liability for direct and/or indirect damages including claims for loss of profit or consequential damages suffered by customers and/or third parties, except in the case of events attributable to RB or its collaborators due wilful misconduct or gross negligence.**

## **11. WEEE recycling**

11.1. The Buyer of Electrical and Electronic Equipment ("EEE") is informed of the obligation not to dispose of the same as mixed urban waste and to carry out separate disposal of said waste. When purchasing a new EEE, the customer may deliver the waste from EEE ("WEEE") WEEE to RB in the indicated manner.

## **12. Force majeure**

12.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

12.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

12.3. A Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract

may be terminated by either Party if the duration of the impediment exceeds 120 days.

### **13. Hardship clause**

13.1. The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

13.2. Notwithstanding clause 13.1., where a Party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

### **14. Termination clause**

14.1. If, after signing the supply agreement, RB becomes aware that the Buyer is in a compromised financial situation and/or subject to bankruptcy/proceedings, RB may request a performance guarantee or withdraw from the agreement, calculating the costs incurred up to that time.

### **15. Competent jurisdiction and applicable law**

15.1. The relationship between the parties and these general conditions are governed and interpreted exclusively according to the laws of South Africa. In the event that the Parties are unable to resolve a dispute arising under these T&C amicably, such dispute shall be referred to the exclusive jurisdiction of the Cape Town Magistrates Court.

### **16. Privacy**

16.1. In accordance with the Protection of Personal Information Act ("POPI"), the Client is informed that his personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for the execution of the contract and will be transmitted for this purpose to other companies of the Rotho Blaas Group (<https://www.rothoblaas.com/contacts>) and may also be transmitted to lawyers to enforce his contractual rights, credit institutions, accountants, professionals in the management and administration of RB or service companies working on behalf of RB. For more detailed information, please contact RB privacy contact person at [privacy@rothoblaas.com](mailto:privacy@rothoblaas.com).

### **17. Code of Ethics**

17.1. The Client declares to know and respect the contents of RB's Code of Ethics, available on the company's website.