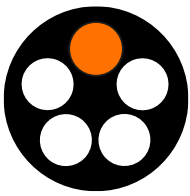
**STANDARD SUPPLIER/SERVICE PROVIDER TERMS AND CONDITIONS****1 INTRODUCTION**

- 1.1 This agreement (which has been accepted in writing by LAPP Southern Africa (Pty) Ltd, with registration number 1983/013927/07 (referred to as “**LAPP Southern Africa**”)) represents the entire agreement between the supplier/service provider, as specified in the applicable purchase order, where applicable (hereinafter referred to as the “**Supplier**” or “**Service Provider**” as the case may be) and LAPP Southern Africa (referred to as the “**Agreement**”).
- 1.2 This Agreement shall become effective on the date that LAPP Southern Africa signs the applicable purchase order, where applicable, and shall govern all future contractual relationships between LAPP Southern Africa and the Supplier/Service Provider (hereinafter collectively referred to as the “**Parties**” and either of them as the “**Party**”), including the relationship between the Parties that was governed by any prior version of this Agreement.
- 1.3 This Agreement is applicable to all existing debts and future debts between the Parties.
- 1.4 If there is any inconsistency between the provisions of this Agreement and/or the provisions of any other written agreement which may be entered into between the Parties and/or any representations made by the Parties (whether in writing or orally), from time to time on the one hand, and this Agreement on the other, the provisions of this Agreement shall prevail.
- 1.5 This Agreement supersedes all previous conditions of agreement between the Parties, whether in writing or orally.
- 1.6 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter thereof.
- 1.7 To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 1.8 No oral *pactum de non petendo* (agreement not to sue) shall be of any force or effect.
- 1.9 This Agreement applies to all suppliers or service providers to LAPP Southern Africa and the Supplier/Service Provider shall not be entitled to cede its rights or delegate its obligations in terms of this Agreement to any party without the prior written consent of LAPP Southern Africa, failing which the Supplier/Service Provider shall still be liable to LAPP Southern Africa for the performance of all of its obligations under this Agreement. LAPP Southern Africa shall, at any time, in its sole and absolute discretion, be entitled to cede all or any of its rights, and / or delegate all or any of its obligations, in terms of this Agreement to an affiliate or any third party, without prior notice to, or approval from, the Supplier/Service Provider.



2 SUPPLY / SERVICES

2.1 LAPP Southern Africa hereby appoints the -

2.1.1 Supplier on a non-exclusive basis to supply the goods set out in the purchase order (“**Product**”) and/or

2.1.2 Service Provider on a non-exclusive basis to render the services set out in the purchase order (“**Services**”),

to LAPP Southern Africa, and the Supplier/Service Provider hereby accepts such appointment subject to the terms and conditions set out in this Agreement.

2.2 The Supplier/Service Provider specifically acknowledges and agrees that this Agreement does not establish an exclusive arrangement. Moreover, LAPP Southern Africa is under no obligation to offer the Supplier/Service Provider a minimum number of orders or particular kinds of volumes in respect of the Product/Services, and that LAPP Southern Africa is entitled to engage any third party to provide all or any of the Product/Services.

3 OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDER

3.1 The Supplier/Service Provider shall:

3.1.1 Provide the Product/Service to LAPP Southern Africa in accordance with the purchase order and subject to this Agreement;

3.1.2 Meet any performance dates for the supply of the Product/Services specified in the purchase order or notified to the Supplier/Service Provider by LAPP Southern Africa from time to time;

3.1.3 Replace any Products that may be lost or damaged in transit at the Supplier/Service Provider’s expense (if applicable);

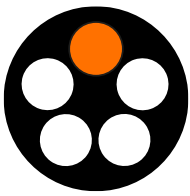
3.1.4 Ensure Products are free from defects in design, materials and workmanship and provide a 12-month warranty in respect of all Products supplied to LAPP Southern Africa (if applicable);

3.1.5 Co-operate with LAPP Southern Africa in all matters relating to the supply/provision of the Product/Services and comply with all instructions of LAPP Southern Africa;

3.1.6 Supply/provide the Product/Services with a standard of care, skill and diligence in accordance with the best practice standards in the Supplier’s/Service Provider’s industry, profession or trade;

3.1.7 Ensure that the Product is protected from loss or damage arising from any cause, and ensure that the Product is sufficiently packed, handled and transported to LAPP Southern Africa to prevent damage or alteration whilst in transit or storage (if applicable);

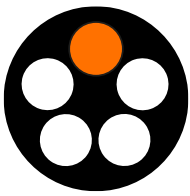
3.1.8 Ensure that the Product is adequately insured as contemplated by clause 20 (if applicable);



- 3.1.9 Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's/Service Provider's obligations are fulfilled in terms of this Agreement;
- 3.1.10 Ensure that all Products/Services will conform with all descriptions and specifications as set out in the purchase order, and that the Products/Services shall be fit for any purpose expressly or impliedly made known to the Supplier/Service Provider by LAPP Southern Africa;
- 3.1.11 Obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 3.1.12 Not do or omit to do anything which may cause LAPP Southern Africa to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier/Service Provider acknowledges that LAPP Southern Africa may rely or act on the Product.
- 3.2 The Supplier/Service Provider warrants that, insofar as it is necessary, it has full capacity and authority and has obtained all necessary approvals to enter into and perform its obligations under this Agreement, including the supply of the Product.
- 3.3 LAPP Southern Africa shall be entitled to request subsequent performance (elimination of the defect or delivery of a Product free from defects). If two attempts of subsequent performance are unsuccessful (failed subsequent performance) or if the Supplier/Service Provider refuses subsequent performance or if subsequent performance is unreasonable, LAPP Southern Africa will be entitled to withdraw from the Agreement or claim a reasonable reduction the purchase price instead of performance. LAPP Southern Africa shall grant the Supplier/Service Provider the necessary time and opportunity for subsequent performance.

4 DELIVERY

- 4.1 The Supplier/Service Provider shall, within 2 (two) days of receipt of the purchase order from LAPP Southern Africa, confirm its acceptance of the delivery and/or performance date and time.
- 4.2 Unless otherwise agreed to by the Parties in writing, the Product/Services shall be delivered to the address provided in the purchase order.
- 4.3 The Supplier/Service Provider shall update LAPP Southern Africa on any changes in the status of the delivery of the Product/Services, including the time and date on which the Product was dispatched.
- 4.4 If any delay in delivering the Product/Services occurs or is foreseen, the Supplier/Service Provider must immediately notify LAPP Southern Africa of the cause and anticipated length of such delay. LAPP Southern Africa may grant or refuse an extension of the delivery date in its sole discretion.
- 4.5 LAPP Southern Africa shall be entitled to cancel the purchase order in whole or in part if any delivery is late and the Parties have not agreed in writing on an extension regarding the delivery date.
- 4.6 LAPP Southern Africa shall not accept any Products/Services in excess of the quantity of Products/Services specified in the purchase order. The Supplier/Service Provider must, at its own cost,

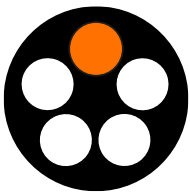


remove all excess goods from the site within 7 (seven) days, and the ownership and risk in respect of these Products/Services shall at all times remain with the Supplier/Service Provider.

- 4.7 Upon delivery of the Product/Service, the Supplier/Service Provider shall provide LAPP Southern Africa with the following:
- 4.7.1 All documents, manuals and other information essential for the use, operation and maintenance of the Product/Services;
 - 4.7.2 Details of all attachments and accessories;
 - 4.7.3 An indication of the life expectancy of the Product/Services and state of the Product/Services.
- 4.8 LAPP Southern Africa will be entitled to conduct tests and inspections of the delivered Product/Services during or after delivery of the Product/Services, or after payment by LAPP Southern Africa. No inspection of the Product/Services by LAPP Southern Africa constitutes acceptance of the Product/Services which does not comply with this Agreement, nor does it affect the right of LAPP Southern Africa to reject the Product/Services in terms of clause 4.9 below, should LAPP Southern Africa subsequently become aware that the Product/Services or delivery thereof does not comply with this Agreement and/or the purchase order.
- 4.9 If the Product/Services delivered to LAPP Southern Africa are not as described in, or does not comply with, the purchase order, LAPP Southern Africa may reject the Product/Services in writing, stating the reasons therefor and direct the Supplier/Service Provider to replace or rectify the rejected Product/Services.

5 OBLIGATIONS OF LAPP SOUTHERN AFRICA

- 5.1 In order to enable the Supplier/Service Provider to perform its obligations in respect of the Product/Services in accordance with the provisions of, and to comply with its respective obligations under, this Agreement, LAPP Southern Africa shall:
- 5.1.1 Make the payment of all amounts due by LAPP Southern Africa in accordance with the purchase order and clause 7 of this Agreement;
 - 5.1.2 Provide the Supplier/Service Provider with reasonable access and reasonable times to LAPP Southern Africa's premises for the purposes of fulfilling the Supplier's//Service Provider's obligations;
 - 5.1.3 Provide such information that LAPP Southern Africa considers reasonable to the Supplier/Service Provider;
 - 5.1.4 Use its reasonable endeavours to do all such things, perform all such acts and take all such steps, and procure the doing of all such things, within its control and necessary for and incidental to the performance of the Supplier's/Service Provider's obligations in terms of this Agreement, and agrees to assist the Supplier/Service Provider in any reasonable manner necessary to enable the Supplier/Service Provider to perform its duties in terms of this Agreement, including providing any support, information and assistance reasonably required by the Supplier/Service Provider.

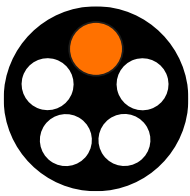


6 PURCHASE ORDERS

- 6.1 Purchase orders will be placed by LAPP Southern Africa electronically, by emailing the completed purchase order to the Supplier/Service Provider containing details of the Product/Services ordered, specifications of the Product/Services and confirmation of the price of the Product/Services.
- 6.2 The reference number on the purchase order must be used by the Supplier/Services in all correspondence relating thereto as well as any documents related thereto.
- 6.3 Should there appear to be any discrepancy or ambiguity in the description or quantity of the Product/Services in the purchase order submitted by LAPP Southern Africa, the Supplier/Service Provider shall immediately notify LAPP Southern Africa for its decision before proceeding to execute the purchase order.
- 6.4 Amendment to the purchase order shall be subject to LAPP Southern Africa's prior written approval and the Supplier's/Service Provider's acceptance. No amendment to a purchase order will be valid unless agreed to in writing by both Parties and incorporated in a revised and duly issued purchase order.
- 6.5 Purchase orders may be cancelled by LAPP Southern Africa at any time provided that LAPP Southern Africa shall pay the Supplier/Service Provider for costs reasonably incurred up to the date of cancellation. The Supplier/Service Provider will use all reasonable and practical endeavours to mitigate its losses in this regard.

7 CONSIDERATION AND PAYMENT

- 7.1 The price for the Products/Services shall be the price set out in the purchase order and shall be the full and exclusive remuneration unless otherwise agreed to in writing and signed by LAPP Southern Africa.
- 7.2 In respect of the Product/Services, the Supplier/Service Provider shall invoice LAPP Southern Africa on or at any time after completion of delivery.
- 7.3 All payments made by LAPP Southern Africa to the Supplier/Service Provider in terms of this Agreement shall be made within 30 (thirty) days of receipt by LAPP Southern Africa of an invoice by way of electronic funds transfer into the bank account nominated by the Supplier/Service Provider. The Supplier/Service Provider agrees to a 2.5% (two point 5 per cent) settlement discount being applied to all invoices settled by LAPP Southern Africa within 30 (thirty) days as contemplated in this clause.
- 7.4 Prices are stated exclusive of value added tax in terms of the Value-Added Tax Act, 1991, excise duty and delivery surcharges, where applicable, which delivery surcharges shall not be applicable to orders which are collected by LAPP Southern Africa from the Supplier/Service Provider.
- 7.5 LAPP Southern Africa may set off any amounts due and payable by the Supplier/Service Provider pursuant to the terms of this Agreement against any amounts payable by LAPP Southern Africa to the Supplier/Service Provider on any invoice. If the amounts payable by the Supplier/Service Provider to LAPP Southern Africa exceed the amounts payable by LAPP Southern Africa to the Supplier/Service Provider pursuant to an outstanding invoice under this Agreement, then, at LAPP Southern Africa's option, the Supplier/Service Provider shall either issue a credit note for the net amount which LAPP

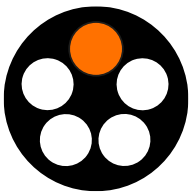


Southern Africa may set off against any other invoices rendered by the Supplier/Service Provider, or promptly pay the amount to LAPP Southern Africa.

- 7.6 If an invoice is identified by LAPP Southern Africa as incorrect, then the Supplier/Service Provider shall, at LAPP Southern Africa's election: (i) issue a corrected invoice; or (ii) issue a credit note to LAPP Southern Africa and forthwith refund to LAPP Southern Africa the overpayment (if any); or (iii) make a correction on the invoice for the month following the month in which the incorrect invoice was issued. If (ii) or (iii) applies the Supplier/Service Provider shall calculate the credit note or invoice correction (as the case may be) on the basis that interest (calculated at the public quoted prime overdraft rate of interest per annum from time to time charged by LAPP Southern Africa's primary bank, as certified by any manager of such bank) shall accrue in favour of LAPP Southern Africa for the number of days from the date of LAPP Southern Africa's payment to the date of the refund (in the case of (ii)) and the date of the payment of the corrected invoice (in the case of (iii)) (assuming a 365-day year). LAPP Southern Africa shall not be liable to pay interest on undercharged amounts, if any.
- 7.7 LAPP Southern Africa may withhold payment of amounts that LAPP Southern Africa disputes in good faith (or, if the disputed amounts have already been paid, LAPP Southern Africa may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an unpaid amount.
- 7.8 If any dispute contemplated in clause 7.7 is resolved or determined in favour of the Supplier/Service Provider, LAPP Southern Africa shall pay any amounts withheld in terms of clause 7.7 to the Supplier/Service Provider, within 30 (thirty) days from the date on which the dispute was resolved or determined.

8 WARRANTIES AND REPRESENTATIONS

- 8.1 The Supplier/Service Provider hereby warrants to LAPP Southern Africa that the Product/Services delivered will be:
- 8.1.1 Free from defects due to faulty design, materials and workmanship for a period of 12 (twelve) months following the date of delivery of the Product to LAPP Southern Africa;
- 8.1.2 Fit for LAPP Southern Africa's intended purpose as set out in the purchase order at all relevant times; and
- 8.1.3 Compliant with all applicable laws, standards and guidelines approved by recognised industry bodies.
- 8.2 In relation to any replacement parts, spares or components supplied by the Supplier/Service Provider in relation to the Product/Services (which replacement parts, spares or components shall be pre-approved by the Supplier/Service Provider) to which a third party or manufacturer's warranty applies, the Supplier/Service Provider hereby agrees and confirms that LAPP Southern Africa is entitled to all of the benefits of that third party or manufacturer's warranty in respect of such replacement parts, spares or components, and that any obligations of that third party or manufacturer under these warranties shall be capable of enforcement by LAPP Southern Africa against the Supplier/Service Provider.

**9 SUPPORT AND GOOD FAITH**

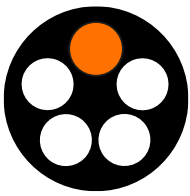
- 9.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, as may be necessary for the putting into effect or maintenance of the terms and conditions of this Agreement.
- 9.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement. This implies, without limiting the generality of the foregoing, that they shall:
- 9.2.1 at all times during the term of this Agreement act reasonably, honestly and in good faith; and
- 9.2.2 perform their obligations arising from this Agreement diligently and with reasonable care.

10 TRANSFER OF OWNERSHIP, POSSESSION AND RISK

- 10.1 Upon request by LAPP Southern Africa, the Supplier/Service Provider may send an authorised representative to attend to the delivery and assist LAPP Southern Africa with or supervise the offloading of the Product from the delivery vehicle. The representative of the Supplier/Service Provider will then sign off on the delivery and offloading to prove that same has been completed. Should any incident occur during the delivery and/or offloading process, the representative of the Supplier/Service Provider will complete an incident report form, which form shall be available from LAPP Southern Africa.
- 10.2 The possession and effective control of and risk in the Product/Services shall pass to LAPP Southern Africa as follows:
- 10.2.1 when delivery is effected by the Supplier/Service Provider, LAPP Southern Africa shall not be bound to accept delivery of the Product/Services until LAPP Southern Africa has duly inspected the Product to its satisfaction; and
- 10.2.2 when the Product is to be collected by LAPP Southern Africa or by an independent contractor arranged by LAPP Southern Africa, risk in the Product shall pass to LAPP Southern Africa upon such collection.

11 BREACH

- 11.1 Save as specifically provided for in this Agreement, if either Party breaches any provision of this Agreement and remains in breach for 14 days after written notice to such Party requiring that Party to rectify that breach, or if either Party repudiates this Agreement, the other Party shall be entitled, at that Party's option:
- 11.1.1 to sue for the immediate specific performance of any or all the defaulting Party's obligations under this Agreement whether any such obligation is then due; or
- 11.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of such cancellation shall be given to the defaulting Party and the cancellation shall take effect on the giving of such notice.



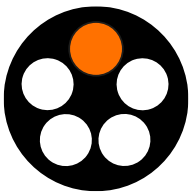
- 11.2 LAPP Southern Africa's remedies in terms of this clause are without prejudice to any other remedies to which LAPP Southern Africa may be entitled in law.

12 DISPUTE RESOLUTION

- 12.1 This dispute resolution clause in totality (the “**Clause**”) constitutes an agreement of indefinite duration, independent of the Agreement in which it is contained and it supersedes any other dispute resolution process agreed or otherwise applicable between the Parties.
- 12.2 Any dispute, controversy or claim between any of the Parties to the Agreement howsoever arising out of or in connection with the Agreement or the breach, termination or validity thereof either during the currency or after the completion, expiration, termination or cancellation thereof and irrespective of whether the dispute is of a contractual, delictual or any other nature shall, unless precluded by law, be determined on arbitration by a single arbitrator (the “**Arbitrator**”) who shall be a Fellow of the Association of Arbitrators (Southern Africa) NPC (the “**Association**”) appointed as such by Association on application by any one of the Parties.
- 12.3 The arbitral referral, the appointment of the Arbitrator, the conduct of the arbitral proceedings, the law applicable to the arbitration, the juridical seat and the place of the arbitration and, without limitation, all things relating to or arising from any of the aforesaid shall be governed by the Standard Procedure Rules for the Conduct of Arbitrations of the Association current at the time of appointment of the Arbitrator.
- 12.4 This Clause shall not preclude any Party from approaching any court of competent jurisdiction for an interdict or any urgent relief prior to the constitution of the arbitral tribunal and/or pending the outcome of the arbitration and/or for the purpose of enforcing the arbitration decision.

13 DOMICILIUM CITANDI

- 13.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:
- 13.1.1 **LAPP Southern Africa:**
- Physical Address: 55 Maple Street, Pomona, Kempton Park, Gauteng
- Email Address: info.za.lza@lapp.com
- Attention: Managing Director of LAPP Southern Africa
- 13.1.2 **The Supplier/Service Provider:**
- As indicated on the applicable purchase order
- 13.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.



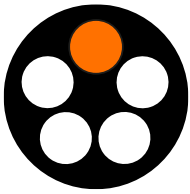
- 13.3 Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address where delivery occurs, or change the e-mail address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th business day from the receipt of the notice by the addressees.
- 13.4 Any notice to a Party:
- 13.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
- 13.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; and
- 13.4.3 sent by e-mail to the Party's chosen e-mail address, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 13.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 14.2 Subject to clause 12, the Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, Gauteng Local Division, Johannesburg (or any successor to that court) in regard to all matters arising from this Agreement.

15 TERMINATION

- 15.1 LAPP Southern Africa may, at any time, in its absolute discretion, terminate this Agreement and/or the purchase order in whole or in part on 30 (thirty) days' written notice to the Supplier/Service Provider. LAPP Southern Africa must pay the Supplier/Service Provider, as the Supplier's/Service Provider's sole remedy in relation to such termination, all amounts due and unpaid for the Product/Services delivered at the date of termination, subject to the provisions of this Agreement.
- 15.2 In the event that the Supplier/Service Provider is a company and the board of directors of the company resolves that the company voluntarily begins business rescue proceedings, or in the event that the business rescue proceedings are commenced by a third party in terms of the provisions of Chapter 6 of the Companies Act 71 of 2008, this Agreement is deemed to have terminated on the date on which the Supplier's/Service Provider's board of directors passed the said resolution or such proceedings were commenced by a third party.

**16 NON-REPRESENTATION**

It is recorded that this Agreement constitutes the entire contract between the Parties and that there are no prior representations including notices, announcements, guarantees or warranties given either verbally or in writing by either Party to the other Party on the Party's behalf which are included in this Agreement, save and so far, as are contained in this document. The Parties warrant that the provisions of this Agreement correctly reveal the intentions of the Parties and accordingly neither Party shall be entitled to apply for rectification of this Agreement. The provisions of this clause are not capable of waiver nor are they subject to any estoppels.

17 INDULGENCES

No indulgence which a Party and/or its agent may show to another party and more particularly any act of a Party and/or his agent in accordance with any payment guarantee or undertaking after the due date, or in accepting a lesser sum than the amount due, as provided for in this Agreement or any failure by a Party to exercise any right he possesses in terms of this Agreement timeously or at all shall in any way prejudice the Party's rights or will be considered as a waiver or novation of the Party's rights.

18 NON-VARIATION

No agreement at variance with or in addition to any of the provisions in this Agreement or novation including a novation or any variance which has a suspensive effect on the set provisions or any agreement relating to or in connection with the postponement of any date or cancellation or further agreement between the Parties relating to the same subject matter as contained in this Agreement shall be binding on the Parties hereto unless it is reduced to writing and signed by both Parties, unless such was provided for elsewhere in this Agreement and are in fact in terms of such provision. Any such variance which is so made shall be strictly construed as relating to the matter in respect whereof it was made.

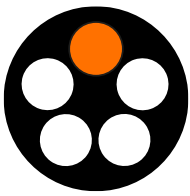
19 SEVERABILITY

If at any time any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be or become illegal, invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is already illegal, invalid or unenforceable, shall not be affected or impaired thereby. The Parties agree in such event, and insofar as may be available under applicable law, to substitute valid, legal and enforceable provisions for the invalid, illegal or unenforceable provisions so as to implement the intention of the Parties hereto to the extent legally possible.

20 INSURANCE

20.1 The Supplier/Service Provider shall maintain adequate insurance cover as is reasonably necessary in relation to the supply of the Product/Services, which insurance cover shall include:

20.1.1 public liability insurance cover for occurrences in and around the area where the Products/Services are supplied and delivered, arising from the acts or omissions of the Supplier/Service Provider and/or its personnel, including injuries, damages or loss of life suffered by any persons, including its personnel, during the course of or relating to the supply of the Product/Services by the Supplier/Service Provider; and



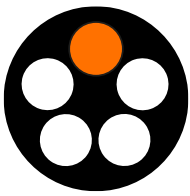
- 20.1.2 product liability insurance cover for damage or loss in respect of the Product/Services arising from the acts or omissions of the Supplier/Service Provider and/or its personnel or whilst in transit or storage, during the course of or relating to the supply of the Product/Services by the Supplier/Service Provider.
- 20.2 The Supplier/Service Provider shall furnish LAPP Southern Africa with written confirmation of the existence of the aforementioned policies upon LAPP Southern Africa's request to do so.

21 LIMITATION OF LIABILITY AND INDEMNITY

- 21.1 The Supplier/Service Provider shall be liable for, and indemnifies and holds LAPP Southern Africa (its affiliates and their officers, directors, employees, contractors, agents and/or advisors) harmless against all losses, liabilities, damages, claims, demands, proceedings, costs, expenses, interest, penalties and legal and other professional fees ("**Losses**") arising as a result of delays in supplying the Product, loss of information, incidental cost of substitute of material, loss of income, grants and profits, the supply of the Product/Services, defective workmanship, defective operation, manufacturing defect and/or inadequate instructions and warnings in relation to the Product/Services, including (i) the death of, or injury to, any natural person, (ii) any loss of, or physical damage to any property, whether movable or immovable, and whether suffered by the Supplier/Service Provider or any other person, save if such Loss is caused by the grossly negligent act or omission, or wilful misconduct, of LAPP Southern Africa or any of its personnel.

22 FORCE MAJEURE

- 22.1 If *vis major* or *force majeure* or *casus fortuitus* (the "**Interrupting Circumstances**") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the Interrupting Circumstances prevail.
- 22.2 Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof shall be despatched by the Party seeking to rely thereon (on whom the onus shall rest) ("**Affected Party**") to the other Party ("**Non-Affected Party**") as soon as reasonably possible after the commencement thereof.
- 22.3 The Affected Party shall use its reasonable commercial endeavours to restore itself to a position where it can satisfy its affected obligations under this Agreement as soon as possible after the commencement of the Interrupting Circumstances, but no later than 1 (one) month after the commencement of the Interrupting Circumstances, failing which, either Party shall be entitled to cancel this Agreement on written notice to the other Party, provided that the obligation which the Affected Party is unable to perform is a material obligation under this Agreement.
- 22.4 For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war (whether declared or not) or public enemy, flood, storm, fire, epidemic, or pandemic (specifically including COVID-19), or any other circumstances beyond the reasonable control and foreseeability of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major* other than legal or illegal strikes.



23 PRIVACY

23.1 Compliance with privacy and Data Privacy Laws

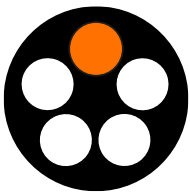
- 23.1.1 Each Party agrees to be bound by all applicable privacy, data protection, identity theft and data breach laws (“**Data Privacy Laws**”) that may apply to that Party with respect to any act done or practice engaged in by that Party for the purposes of this Agreement.
- 23.1.2 Each Party agrees to not disclose any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a person whose identity is apparent, or can reasonably be ascertained, from the information or opinion (“**Personal Information**”) to any third party without the prior written consent of the other Party or unless required by law.
- 23.1.3 Each Party will provide reasonable assistance to the other to assist the first Party to comply with all applicable Data Privacy Laws.
- 23.1.4 LAPP Southern Africa is entitled to request access to the Personal Information that the Supplier/Service Provider has collected and processed.

23.2 Breach or suspected breach

- 23.2.1 If a Party becomes aware that it or any of its personnel or subcontractors (or any of their respective personnel) is using or disclosing, or has used or disclosed, Personal Information in breach of this clause 23, that Party must:
- 23.2.1.1 promptly give the other Party notice of the full details of the breach; and
- 23.2.1.2 promptly disclose to the other Party all information relevant to the breach.

23.3 Investigations and complaints

- 23.3.1 Each Party (“**Assisting Party**”) must:
- 23.3.1.1 provide the other Party with reasonable assistance and support in the event of an investigation by a data protection regulator or other authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of Personal Information by or on behalf of the Assisting Party;
- 23.3.1.2 if the Assisting Party receives a request from a third party in connection with any government, court, or law enforcement investigation or proceeding that the Assisting Party believes would require it to produce or disclose any Personal Information, promptly and, to the extent legally feasible, prior to producing or disclosing such information, notify the other Party in writing of such request, and reasonably cooperate with the other Party if that Party wants to limit, challenge, or protect against the requested production or disclosure, to the extent permitted by Applicable Laws; and



- 23.3.1.3 promptly notify the other Party in writing if the Assisting Party receives a request from an individual for access to that individual's Personal Information collected by the other Party. The Assisting Party must provide the other Party with commercially reasonable cooperation and assistance in connection with any such request. Except as required by applicable Data Privacy Laws, the Assisting Party must not disclose the individual's Personal Information directly to the individual other than at the written instruction of the other Party.

24 INTELLECTUAL PROPERTY

- 24.1 The Supplier/Service Provider warrants that its supply of the Product/Services to LAPP Southern Africa does not infringe any intellectual property rights and hereby indemnifies and holds LAPP Southern Africa harmless against any loss, damage or expense sustained by the Supplier/Service Provider as a consequence of any breach of this warranty.
- 24.2 Any and all intellectual property owned, developed or acquired by a Party prior to this Agreement shall remain the sole and exclusive property of the Party who is the lawful proprietor thereof, and any and all rights of the Parties in terms of this Agreement shall be subject to the other Party's intellectual rights.

25 APPROVALS AND CONSENTS

An approval or consent given by either Party under this Agreement will only be valid if in writing.

26 STIPULATIO ALTERI

Save as specifically stated herein, no part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party to this Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

27 INDEPENDENT ADVICE

Each Party acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so.

28 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as constituting:

- 28.1 an employment relationship between the Parties, nor shall it authorise the Supplier/Service Provider to incur any liability whatsoever on behalf of LAPP Southern Africa, save to the extent expressly provided herein;
- 28.2 the Supplier/Service Provider as an agent of LAPP Southern Africa or granting any authority to the Supplier/Service Provider to give any warranties or representations of whatsoever nature on behalf of LAPP Southern Africa;
- 28.3 a partnership, quasi-partnership, joint venture or association of any kind between the Supplier/Service Provider and LAPP Southern Africa.