



**SPHEROS SOUTH AFRICA (PTY) LTD  
GENERAL SALES TERMS AND CONDITIONS  
(REPUBLIC OF SOUTH AFRICA)**

**1. Introduction / Scope**

- 1.1. These General Sales Terms and Conditions, apply to and govern the ordering, sale, supply and delivery of all goods supplied and services rendered by Spheros, and its affiliates or agents, to Customers within South Africa.
- 1.2. By ordering, purchasing, and/or receiving any goods or services from Spheros, the Customer agrees to these General Sales Terms and Conditions.
- 1.3. Any other general business terms and conditions which are conflicting with, deviate from, contradicting and/or supplementing these General Sales Terms and Conditions shall be of no force and effect unless expressly agreed to between the parties, reduced to writing and signed by both parties.
- 1.4. In the course of any ongoing business relationship, these General Sales Terms and Conditions shall also apply to all future transactions concerning the ordering, sale, supply and deliver of all goods supplied and services rendered by Spheros.

**2. Definitions**

Unless indicated otherwise or the contrary appears from the context, the words and phrases shall have the following meanings ascribed to them:

- 2.1. "*Customer*" the person/s to whom any particular goods or services are marketed, supplied or rendered, and who is a juristic entity, partnership, association or other body of persons, incorporated or unincorporated, or a trust – with three or more trustees or where the trustee is itself a juristic person.
- 2.2. "*General Sales Terms and Conditions*" means these General Sales Terms and Conditions, as amended, supplemented and augmented from time to time.
- 2.3. "*Party*" means either Spheros or the Customer; and "*Parties*" means both Spheros and the Customer.

- 2.4. "POPI" means the Protection of Personal Information Act, No. 4 of 2013.
- 2.5. "*South Africa*" means the Republic of South Africa.
- 2.6. "*Spheros*" means Spheros South Africa (Pty) Ltd, a private company with limited liability, duly registered and incorporated in terms of the company laws of the Republic of South Africa, with registration number: 2000/024420/07.

**3. Conclusion of Contract**

- 3.1. Any offers or quotes issued or provided by Spheros are subject to change without notice and only serve the purpose of initiating contractual negotiations, unless expressly stated otherwise by Spheros. The same applies to amendments and additions to a contract or an individual transaction such an order.
- 3.2. Orders are binding on the Customer. Spheros may accept and order from the customer within two (2) weeks after its submission unless the Customer specifies a longer acceptance period.
- 3.3. The delivery of any goods ore supply of any services from Spheros are made on the basis of the written order confirmation by Spheros. The written from requirement is deemed to be complied with if communications are made by telefax, electronic data transmission, SAP purchase order or as a pdf document sent by email. Spheros also remains entitled to effectuate the conclusion of a contract by carrying our delivers or rendering services without reservation.
- 3.4. The contests of the order confirmation from Valueo itself as well as the technical or functional specifications or other documents referenced therein, shall become content of the contract, together with these General Sales Terms and Conditions. In the case of any discrepancies between these General Sales Terms and Conditions and the terms specified in the order confirmation, the

latter shall prevail and have priority over these General Sales Terms and Conditions.

4. **Scope of Deliveries, Services and Work**

- 4.1. The good delivered and/or services supplied shall be conclusively stipulated and specified in the order confirmation of Spheros including any associated attachments and referenced documents. Spheros is entitled to make changes to the good delivered or services rendered in the form of technical improvements, insofar as these are reasonably acceptable to the Customer.
- 4.2. If the design or execution of a delivery or service has to be changed after conclusion of the agreement for any reason within the Customer's sphere of responsibility, Spheros reserves the right to claim any additional costs caused by this.
- 4.3. Unless expressly agreed otherwise, Spheros reserves all rights to plans, drawings, technical documents, and software which Spheros has made available to the Customer. Unless otherwise agreed in writing, the copyright to all documents, reports, software, and information credited by Spheros shall remain with Spheros.
- 4.4. If any delivery or service includes software, the contract grants the Customer the non-exclusive and non-transferable right to use the software for the agreed purpose and for the sole use with the respective goods delivered. The Customer shall not be entitled to make copies, upgrade or otherwise extend the software, nor is it allowed to disassemble, decompile, decrypt or reverse engineer the software without Spheros's prior written consent. If the Customer violates any of these provisions, Spheros may, in addition to any other rights it may ordinarily have, revoke the right to use the software with immediate effect.
- 4.5. If the goods delivered or services rendered have been delivered or rendered using technical know-how, inventions, patents, copyrights or other intellectual property rights whose owner or rightful user is Spheros, the Customer shall only be granted rights of use to the extent

necessary to achieve the purpose of the contract. All other rights or use and exploitation shall remain with Spheros. Neither may the Customer use Spheros's brands or trademarks without Spheros's prior written consent.

- 4.6. In addition, all rights and legal claims in any work results, including results, drawings, photographs, data and specifications, whether on paper, storage medium or in any other form, software programs, derivative works, discoveries, designs, inventions, patents, know-how or improvements, designed, created or developed by or for Spheros in the performance of any contract, are the exclusive property of Spheros. If the work result is based on plans, drawings, technical documents, and software to which the Customer holds a right, the Customer and Spheros shall consult about granting a right of use in this respect. Upon the Customer's request, Spheros shall further grant the Customer a non-exclusive, non-transferable license for reasonable royalties to use the work results for the Customer's internal business purposes.
  - 4.7. Make and mode of any packaging shall be in the sole election of Spheros. Packaging material may only be returned if the Parties have expressly agreed in writing in this respect. The same applies for any reusable packaging.
  - 4.8. Protective devices as well as manuals for installation, assembly, operation or similar documents are only supplied if this has been agreed or if applicable law should so require.
5. **Price and Payment Conditions**
- 5.1. Unless expressly agreed otherwise in writing, prices of Spheros exclude all delivery costs, packaging costs and applicable Value-Added-Tax.
  - 5.2. In the case of deliveries to foreign countries, all taxes, customs duties, and tariffs and other public charges to be paid by Spheros abroad, shall be refunded by the Customer, unless expressly agreed otherwise in writing.
  - 5.3. Prices are due for payment immediately upon delivery of the goods or rendering of

the service and invoicing. Payments to Spheros shall be made without deduction, exchange or set off, and free from all charges.

- 5.4. Spheros accepts payments by bank transfers. All bank charges or expenses shall be borne by the Customer. The date on which the payment amount is credited to Spheros's account shall determine the timeliness of the Customer's payment.
- 5.5. In the event of default, without derogating from any of Spheros's other rights, Spheros will charge interest at a rate of nine (9) percentage points above the prime lending rate charged by its bankers.
- 5.6. If at any time after conclusion of a contract, Spheros becomes aware of circumstances which indicate the Customer's inability to pay or other significant deterioration of the Customer's financial situation, Spheros is entitled to refuse to deliver the goods or render any services under the contract, unless the customer makes due payment or provides security for the amount due to Spheros under the contract. If the Customer fails to make the due payment or provide adequate security within a reasonable period of time, Spheros may, irrespective of any other right it may have, rescind the agreement thereby excluding any claims for compensation by the Customer.
- 5.7. The Customer may only set-off, (i) undisputed liquidated claims, (ii) finally adjudicated claims, (iii) synallagmatic claims under one and the same contractual relationship. The same applies to the assertion of rights of retention by the Customer.

## 6. Execution of Deliveries

- 6.1. Deliveries and services will be made to the Customer at Spheros's nominated location, unless otherwise expressly agreed in writing.
- 6.2. Spheros is entitled to partial performance and/or premature performance to the extent reasonable acceptable to the Customer.
- 6.3. Delivery periods and delivery dates are only binding if it has been expressly

agreed between the Parties in writing. Compliance with the agreed deadlines requires the prior clarification of all technical and commercial questions, the availability of required permits and documents, as well as the Customer's compliance with the duties and obligations applicable by the Customer by this time. If these conditions are not fulfilled in time or if the Customer adds further requests, the respective dates shall be postponed accordingly, unless Spheros is responsible for the delay.

- 6.4. In cases of force majeure, the contractual obligations of the Parties shall be postponed accordingly for the duration of the event of force majeure. Force majeure included, in particular, such unforeseeable impediments to performance or disruptions which are beyond the Party's sphere of influence, which could not be have been averted or remedied even by applying diligence of a prudent businessman and which are not only of short duration. Force Majeure shall include in particular, without limitation, epidemics or pandemics, military mobilisation, war or conflict, civil war, acts of terrorism, riots, political unrest, revolution, sabotage, material operational disruptions, failure or breakdown of utilities such as water, energy, of transport or common carriers, accidents, labour disputes or unrest, late or incorrect delivery of necessary raw materials, semi-finished or finished products, market failure, action or omission by authorities, governmental or supranational bodies, boycott or embargoes, unforeseeable transport impediments, fire, earthquakes, volcanic activity, explosions or natural disasters. If an event of force majeure exceeds a duration of three (3) months, either Party may terminate or rescind the affected contract/s.
- 6.5. The performance obligations of Spheros are subject to the condition that Spheros itself if supplied in a due and timely manner by its suppliers.
- 6.6. If Spheros defaults on deliveries, the Customer's claims for damages and

reimbursement of expenses, if any, due to the default shall be limited to 0.5% of the affected net contract value for each full week of the default, but not exceed 5% of the affected net contract value. This limitation shall not apply in the event of intent or gross negligence or injury to life, limb or health. Spheros's delayed delivery shall only entitle the Customer to rescind the contract in accordance with the statutory provisions as far as Spheros culpably caused such a delay.

6.7. The Customer shall arrange for the immediate pickup of deliveries notified as ready for dispatch. Otherwise, Spheros may store such goods at its sole discretion at the expense and risk of the Customer. In this case, the Customer shall bear any risk in the deterioration or accidental damage or destruction of the goods, unless Spheros is liable due to its willful misconduct or gross negligence. The same applies if the goods are put in Spheros's interim storage upon the Customer's request and without charge. Spheros may cancel an order and charge its incurred costs if the Customer fails to pickup any goods within thirty (30) days from the date of notification that the goods are ready for dispatch.

**7. Transfer, Risk and Retention of Ownership**

7.1. Unless otherwise agreed in writing, all risk in relation to any goods delivered shall pass to the Customer upon the earlier of Spheros having made the goods available or delivery of the goods to the Customer.

7.2. Spheros reserves ownership and title to all goods until complete and irrevocable payment by the Customer of (i) all outstanding amounts, or (ii) the balance of all amounts (in the case of continuous netting of claims) from the business relationship, have been received by Spheros in full.

7.3. The goods shall only be processed, transformed or annexed pursuant to transfer of ownership and title. If the goods are processed, combined, transformed or annexed with material which is not owned by Spheros, Spheros shall acquire co-ownership of the new

object in the portion of the value of the goods to the value of the new object.

7.4. If Spheros's ownership of title in the goods is extinguished as a result of any process, combination, annexing or transformation, the Customer hereby assigns and cedes to Spheros (i) co-ownership of the new object in a portion of the value of the goods to the new object, or (ii) any claim the Customer may have against the owner of the new object.

7.5. As far as the governing law applicable does not recognise Spheros's reservation of ownership and title, the Customer undertakes to co-operate and provide satisfactory alternative comparable security or collateral for the value of the goods.

7.6. Spheros authorises the Customer to resell the goods within the ordinary course of its business and only for fair value. The Customer is not authorised to dispose of the goods in any other way, prior to settling all amounts due to Spheros, in particular by way of pledge, assignment or hypothecation.

7.7. The Customer hereby pledges, cedes and assigned, *in securitatem debiti*, all claims against its customers arising from the resale of any goods. Spheros accepts such cession and assignment, without prejudice to any other rights Spheros may have. If the Customer resells the goods together with other goods not owned by Spheros, the assignment of any claims resulting from the sale shall be limited to the value of the goods only.

7.8. The Customer is hereby authorised to collect the claims from the resale pledged, ceded and assigned to Spheros and to realise any security in respect thereof at the Customer's cost. Spheros may revoke all authorisations give in terms hereof to resell and collect any claims pledged, ceded and assigned to Spheros if the Customer is (i) in default of payments due to Spheros, (ii) the Customer has disposed of any goods outside of its ordinary course of business, (iii) there is a material deterioration of the Customer's financial position, or (iv) Spheros reasonably believes that its rights

are imperiled in any way. Upon the commencement of any business rescue or winding up proceedings in relation to the Customer the Customer shall no longer be entitled to resell or use any goods, or collect any claims due to Spheros, and no express revocation by Spheros shall be necessary. This shall apply until all amounts due to Spheros have been settled in full, or withdrawal / dismissal / termination of the business rescue or winding up proceedings.

7.9. The Customer shall on request identify to Spheros the identity of all debtors of claims pledged, ceded and assigned to Spheros, the type and amount of the claim and provide Spheros all documents necessary for the enforcement of said claims.

7.10. The Customer must keep the goods in faultless condition, fair wear and tear accepted. The Customer must further keep the goods comprehensively insured at all times against any damage, destruction or theft. The Customer hereby pledges, cedes and assigns any claim the Customer may have against any insurer in respect of the goods.

7.11. The Customer shall immediately notify Spheros in writing of any attachment, seizure of other measures by third-parties in relation to the goods and shall inform such third-party of Spheros's rights, title and ownership of the goods.

7.12. Spheros may, at the Customer's request, release any security it holds, in its sole and absolute discretion, to the extent that the realizable value of such securities exceeds Spheros's secured claim by more than 10%.

## 8. Defects

8.1. The goods shall be delivered free from material defects at the time of transfer of risk. The goods shall be in accordance with the contract agreed expressed specifications stipulated in the quotation or invoice issued by Spheros and accepted by the Customer.

8.2. The Customer shall be responsible for inspecting the goods upon delivery and ensure they will be free from material defects. In the event that the Customer

accepts delivery of the goods it shall be deemed that the goods have been received in good order.

8.3. The goods have been selected by the Customer, and Spheros is not aware of the intended purpose for the goods, and accordingly does not warrant that the goods are suitable for any intended purpose whatsoever.

8.4. Upon delivery and inspection of the goods in the ordinary course of the Customer's business, defects which can be detected through reasonable inspection shall be notified immediately, and hidden defects shall be notified immediately upon their discovery. Any notification of defects by the Customer must be in writing. After an acceptance and delivery of the goods, any defects which could have been detected on reasonable inspection shall be excluded and Spheros shall not be liable therefore.

8.5. In the event of complaints about any goods or services, the Customer shall immediately provide Spheros with a reasonable opportunity to inspect the goods or services rendered. In the event of any unjustified notices of defect, Spheros reserves the right to charge the Customer with the costs occasion thereby.

8.6. Spheros shall, in its sole unfettered discretion, provide supplementary performance either by replacement goods or remedy of defects. Disassembly and installation costs are not deemed supplementary performance costs, unless the installation or disassembly of the goods is part of the goods and services own by Spheros to the Customer. Spheros may refuse supplementary performance if both alternatives of supplementary performance involve disproportionate costs. If the supplementary performance fails, the Customer may either reduce the purchase price proportionately or rescind the contract. Upon request, the Customer shall advise Spheros within a reasonable period of time whether it opts to rescind the contract or insists on performance.

8.7. For defects of title, the following complimentary provisions shall apply:

- 8.7.1. Rights or claims of third parties based on industrial or other intellectual property shall only constitute a defect of title if they exist in the country of Spheros's general place of business in accordance with the relevant legislation;
- 8.7.2. The Customer must inform Spheros immediately in writing of all claims asserted against the Customer which involves the infringement of any intellectual property rights;
- 8.7.3. A defect due to infringement of intellectual property rights of third parties does not exist, if:
- 8.7.3.1. The infringement of the intellectual property right is due to specifications provided by the Customer;
- 8.7.3.2. The infringement of the intellectual property rights is due to a use of the goods in a manner not foreseeable by Spheros; or
- 8.7.3.3. The infringement of the intellectual property rights is due to the fact that the goods were subsequently modified or used in connection with products or in other ways for which the goods were not intended.
- 8.8. If a third party asserts justifiable claims against the Customer due to infringement of intellectual property rights, Vale shall – at its sole discretion – either obtain a right of use for the goods, modify it in such a way that the intellectual property rights are not infringed or exchange the goods. If this fails, the Customer, without prejudice to other rights, is entitled to the right to rescind the agreement or a reduction in the purchase price.
- 9. Limitation of Liability**
- 9.1. Unless otherwise stipulated in these General Sales Terms and Conditions, Spheros shall not be liable for the Customer's damages and reimbursement of expenses – irrespective of the legal basis. However, the above exclusion of liability does not apply insofar as, (i) for intent or gross negligence, (ii) due to culpable injury to limb or health, (iv) due to the assumption of a guarantee or procurement risk, (v) in the event of a culpable breach of an essential obligation, i.e. such obligation whose fulfilment allows the proper execution of the contract and on whose observance the Customer regularly relies and may rely on, or (vi) in cases where an exclusion or limitation or liability would be prohibited due to mandatory law. In the event of a culpable breach of material contractual obligations Spheros shall be liable – except in cases of intent or gross negligence – only for the contractually typical foreseeable damage.
- 9.2. The above provisions do not imply a change in the burden of proof to the disadvantage of the Customer.
- 9.3. Any liability for damages caused by the Customer – such as fair wear and tear – is excluded, unless to the extent they have been caused at least by negligence of Spheros. This applies in particular for wear parts and disposable safety devices, inappropriate or incorrect usage, incorrect storage, non-compliance with installation and operating instructions, incorrect or careless treatment, inappropriate resources, as well as climatic or any comparable influences. Liability is excluded for defects that have been caused by constructional faults or by the choice of inappropriate material, provided that the Customer has specified the construction or the material against Spheros's advice.
- 9.4. In so far as Spheros's liability is excluded or limited in accordance with this clause, this shall also apply to the corresponding personal liability of Spheros's vicarious agents or other auxiliary persons, legal representatives, and employees.
- 9.5. For prototypes, test models, pilot constructions and similar components, the following additional provisions apply: the specifications of prototypes may deviate from planned development targets and/or components for commercial production. Prototypes may solely be used for development, demonstration, pretesting and similar purposes. Prototypes are strictly prohibited to be used on the road, commercially and/or by the general public, as they have not undergone the legally required steps for obtaining the

necessary licensing, certification, registration, technical approval and/or validation. If the Customer intends to use or release the prototypes on the road, commercially and/or to the general public by itself or by third parties, directly or indirectly, it shall be obliged and solely assume any associated liability to obtain any required approval from the competent regulatory authority/ies or motor vehicle agencies, prior to such use or release. Any application for approval by the Customer requires Spheros's prior written approval and consent. As far as legally permissible, Spheros shall assume no liability whatsoever (i) if prototypes do not fulfill the requirements of a serial-grade component, or (ii) if the Customer violates any of the aforesaid provisions. The Customer shall remain solely liable responsible and liable for operation, use, testing, proper installation, and de-installation as well as maintenance and repairs of the prototypes and shall ensure that only adequately skilled, trained and qualified personnel will be entrusted to such work.

#### 10. **Statute of Limitation**

- 10.1. The limitation period for claims and rights due to defects in goods, deliveries or services rendered shall be twelve (12) months. The limitation period commenced on the date of the delivery. It expires, however, at the latest eighteen (18) months from the delivery date of the respective delivery or spare part. Notwithstanding the aforementioned the foregoing limitation period shall apply with regard to all claims and rights of the Customer.
- 10.2. Generally, Spheros remedies defects or makes replacement deliveries as a gesture of goodwill and without accepting any legal obligation to do so. Any such remedy or delivery shall not reset the limitation period, unless Spheros has acknowledged the defect.

#### 11. **Compliance with Export Control Provisions and Economic Sanctions**

- 11.1. Spheros may withhold the fulfillment of obligations under a contract with the Customer – thereby excluding any claims

the Customer may have against Spheros – if and to the extent that the fulfillment of contractual obligations is prohibited or impaired by domestic, national or international foreign trade regulations or embargoes and/or other comparable sanctions such as, in particular, economic sanctions, export controls, and other import and export regulations.

- 11.2. If the fulfillment of Spheros's obligations under a contract is impeded due to foreign trade law, any potential deadline for the fulfillment of such obligation shall be extended accordingly. Claims for damages by the Customer against Spheros due to such delays are excluded if and to the extent that Spheros is not responsible for such delays.
- 11.3. The Customer shall comply with all relevant export control, customs, and foreign trade laws. Particulars in connection with goods supplied by Spheros, the Customer will not, directly or indirectly engage in any activities that would violate foreign trade laws.
- 11.4. If the fulfillment of Spheros's obligations under a contract is prohibited or impeded by applicable foreign trade law for a period of three (3) months or longer, Spheros and the Customer are each entitled to cancel the contract with immediate effect or to rescind the contract.
- 11.5. The Customer shall not sell, transfer, supply or otherwise provide, directly or indirectly, any complete vehicles containing goods, or any aftermarket, replacement, or spare parts provided to the Customer by Spheros, to parties in or for any sanctioned countries / territories (including for incorporation into finished vehicles assembled in a third country but destined for one of these countries / territories).
- 11.6. In the case of any doubt or risk about the final destination or final use of goods, Customer's should immediately contact Spheros.

#### 12. **Tools and Raw Materials**

- 12.1. Any tools, materials, parts, containers and special packaging provided by Spheros

- free of charge as well as materials derived therefrom ("**Materials**") shall remain Spheros's property.
- 12.2. Such Materials shall be stored and labeled by the Customer as property of Spheros, at no costs to Spheros. The Customer may only use such Materials as designated and such use is restricted to performance in respect of the goods or services to be provided by Spheros. The Customer shall be liable for damage to or loss of such Material and shall supply replacements in the event of damage or destruction.
  - 12.3. Material shall not be made available to any third party nor used for any purposes other than those contractual agreed, except with Spheros's prior written consent. Such Material shall also not be pledged, transferred as security or copied. Material shall be protected against unauthorised access or use.
  - 12.4. Notwithstanding any other rights Spheros may have, Spheros is entitled to demand that such Material be returned at any time, by written notice, regardless of whether the Customer is in breach of their obligations or not.
  - 12.5. The Materials shall only be processed or transformed for Spheros as manufacturer without obliging Spheros. Spheros shall immediately become owner of the processed or transformed Material. Should Spheros lose its ownership by way of combination, mixing, affixing or processing, the Customer hereby transfers its ownership right in the new object in the proportion of the new market value of the Material, and shall keep such object in safe custody for Spheros free of charge.
  - 12.6. If the realisable value of the securities in favour of Spheros exceeds the value of Spheros's claims by more than 10% in aggregate, Spheros shall release the securities, at Spheros's sole discretion, to this extent, upon the Customer's written request.
13. **Rules and Policies at Spheros**  
Any stay or works conducted on the premises of Spheros requires that all applicable rules and policies on site shall be complied with.
  14. **Confidentiality and Documentation**
    - 14.1. All information, in particular of a technical, industrial, production-related, business and/or financial nature, which is made available or accessible to the Customer by Spheros, its affiliates or representatives, is confidential, in so far as the information (i) is not or does not become generally known without the Customer having violated the confidentiality obligations pursuant to this clause; (ii) was demonstrably not lawfully known to the Customer prior to receipt, and without being bound to confidentiality; (iii) is lawfully disclosed to the Customer by third-parties without being bound to confidentiality, or insofar as Spheros has granted its prior written consent to the disclosure of the confidential information. The confidentiality obligations pursuant to this clause shall apply regardless of how the respective information has been made available or accessible, whether orally, in writing or otherwise. The confidentiality obligations pursuant to this clause shall also apply to designs, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples and prototypes.
    - 14.2. Confidential information within the meaning of this clause may only be used, duplicated, and exploited by the Customer in connection with and for the purposes of the contract concluded between the Customer and Spheros. Such confidential information may only be made accessible to persons in the Customer's business operations if such involvement in the use of the information is essential for the purposes of the contract between the Customer and Spheros, and if the persons are bound to confidentiality in a manner comparable to these provisions. The Customer undertakes to take all necessary measures to ensure that confidential information is not made available or accessible to third parties without Spheros's express prior written consent. At Spheros's request, all confidential information originating from Spheros,



shall be returned to Spheros or be destroyed immediately and completely.

- 14.3. Spheros reserves all rights to such information (including copyrights and the right to apply for intellectual property rights such as patents, utility models, etc.), unless expressly agreed otherwise in writing.
- 14.4. Products manufactured according to documents produced by Spheros, such as drawings, models, Spheros's tools or tools manufactured according to Spheros's tools, may not be used by the Customer nor offered or supplied to third parties. This applies *mutatis mutandis* to Spheros's print orders.
- 14.5. The above confidentiality obligations shall endure for a period of five (5) years upon completion, termination or expiry of any contract, regardless of the reasons for termination or expiry.

#### 15. **General Compliance**

- 15.1. The Customer undertakes, at all times within the scope of its business relationship with Spheros, to:
  - 15.1.1. generally, comply with all laws, regulations and rules;
  - 15.1.2. not to engage, actively or passively, directly or indirectly, in any form of bribery, not to offer or grant, promote or accept any advantage, neither in its business operations nor when dealing with governmental officials, which may be in breach of domestic, or international anti-corruption or anti-bribery laws, rules or regulations; and
  - 15.1.3. not to enter into any agreements or commit any concert practices with other companies, aiming to or having the effect of prevention, restriction or distortion of competition under applicable domestic, or international, anti-trust or competition laws, regulations or rules.
- 15.2. The Customer acknowledges its obligations to comply with the applicable laws governing the general minimum wage and shall ensure that its sub-suppliers and subcontractors are similarly bound thereby. Upon request, the Customer shall provide evidence of

compliance with the aforesaid obligations.

- 15.3. The Customer shall comply with the respective laws, regulations and rules governing the treatment of employees, environmental protection, and health and safety and work towards reducing the adverse effects of its activities on human beings and the environment. Furthermore, the Customer shall comply with the UN Global Compact Initiative relating to protection of international human rights, the abolition of child labour, elimination of forced and child labour, the elimination of discrimination in hiring and employing personnel and the responsibility for the environment.
- 15.4. In the event of a suspected violation of the obligations under this clause, the Customer shall investigate any such potential violation without undue delay and inform Spheros of the investigation measures initiated or taken, subject to applicable data protection laws. If the suspicion proves to be reasonably justified, the Customer shall inform Spheros within a reasonable time of the corrective and remedial measures that it has taken or will take internally within its organization in order to prevent future violations. In this context, the Customer is also solely responsible to ensure that process and measures of equivalent effectiveness be implemented and adopted by its subcontractors and sub-suppliers, which it uses in the performance of its obligations towards Spheros.
- 15.5. The Customer shall protect personal personnel data in accordance with applicable data protection provisions and laws.
- 15.6. The Customer shall provide for any required organizational structures, instructions and measures particularly with regard to the following: safety of premises, packaging and transport, business partners, personnel and information in order to guarantee the security in supply chain according to the requirements of respective internationally accepted initiatives.

- 15.7. The Customer is required to ensure and maintain a professional management and system comparable to ISO 37001.
- 15.8. In the event of a breach of any of the Customer's obligations as set forth in this clause, the Customer shall indemnify and hold harmless Spheros from and against any and all third party claims, and shall be obliged to reimburse Spheros for any fines imposed on Spheros and any costs incurred by Value (including attorneys fees on the attorney and client scale) out of or in connection with such breach, unless the customer is not responsible for such breach.
- 15.9. In addition to any rights and remedies available to Spheros, if the Customer fails to comply with its obligations set forth in this clause, Spheros reserves the right to rescind or terminate any contact within reasonable time at Spheros's sole discretion. However, provided that the Customer's breach is capable of remedy, such rights of Spheros are subject to the condition that such breach has not been cured by the Customer within a reasonable period of time set by Spheros.
16. **POPI**  
By concluding any contract with Spheros, the Customer consents to Spheros processing the Customer's personal information for purposes of fulfilling its obligations in terms of any contract, and for any other statutory purpose.
17. **General**
- 17.1. No amendment, addition to, alteration, variation, or consensual cancellation or novation of these General Sales Terms and Conditions, and no waiver of any right arising hereunder or its breach or termination, shall be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.
- 17.2. No latitude, extension of time or other indulgence which may be given or allowed by Spheros in respect of the performance of any obligation in terms of these General Sales Terms and Conditions, and no delay or forbearance in the enforcement of any right of Spheros arising from these General Sales Terms

and Condition, and no single or partial exercise of any right by Spheros under these General Sales Terms and Conditions, shall in any circumstances be construed to be an implied consent by Spheros or operate as a waiver or a novation of or otherwise affect any of Spheros's rights in terms of or arising from these General Sales Terms and Conditions or estop or preclude Spheros from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

- 17.3. If any provision(s) of these General Sales Terms and Conditions is rendered void, illegal or unenforceable in any respect under law, such unlawful provision(s) only shall be severed from these General Sales Terms and Conditions. The remaining provisions of these General Sales Terms and Conditions and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 17.4. In the event that Spheros takes any legal action against the Customer pursuant to the breach of any contract, and/or these General Sales Terms and Conditions, regardless of whether formal legal process is instituted or not, the Customer shall be liable for Spheros's costs on the attorney and own client scale, including collection commission, if any.
- 17.5. These General Terms and Conditions and all modifications, amendments or additions shall be governed by and construed under and in accordance with the laws of South Africa.

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**Spheros South Africa (Pty) Ltd**

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