Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with PHOENIX CONTACT and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Scope / General

1.1 These Terms and Conditions of Sale apply to all sales of products by the company Phoenix Contact (the respective company is referred to in the following as "PHOENIX CONTACT" or "SUPPLIER") to the applicant (referred to in the following as "THE APPLICANT" or "CUSTOMER").

1.2 Deviating or supplemental General Terms and Conditions of THE APPLICANT do not apply and are thus not a part of the agreement even if PHOENIX CONTACT does not explicitly refute them.

1.3 If a framework agreement or other agreements have been concluded with THE APPLICANT by PHOENIX CONTACT with regard to the delivery of products, these shall take precedence. They will be supplemented by these Terms of Conditions of Sale unless more specific provisions are made therein. If there are contradictions between these agreements and the Terms of Conditions of Sale, the rules of the agreements take precedence.

2. Definitions

2.1 THE APPLICANT is the legal entity or individual who is authorised to enter into the credit agreement with PHOENIX CONTACT. Also known as the CUSTOMER.

2.2 PHOENIX CONTACT is the legal entity registered in South Africa, which sells goods or services to THE APPLICANT.

2.3 BUSINESS DAYS are the calendar days from Monday to Friday with the exception of statutory public holidays at the location where PHOENIX CONTACT has its registered office and the 24th and 31st of December of every calendar year.

2.4 CONTRACTUAL PRODUCTS are material goods that are the result of a production process, including documentation which PHOENIX CONTACT delivers to THE APPLICANT based on an INDIVIDUAL AGREEMENT.

2.5 INDIVIDUAL AGREEMENT refers to any agreement that is concluded between THE APPLICANT and PHOENIX CONTACT (e.g., quotation, or order confirmation or supply contract) based on these Terms and Conditions of Sale.

2.6 FORCE MAJEURE in the context of these Terms and Conditions of Sale and the respective INDIVIDUAL AGREEMENT refers solely to any prolonged (i.e., lasting not less than 14 WORKING DAYS) external event originating outside of the scope of business operations through elementary forces of nature or the actions of third parties that is unforeseeable on the basis of human judgment and experience and impossible to prevent or render harmless using economically reasonable means, even though the most extreme exercise of caution which may reasonably be expected given the circumstances, and which on the basis of its frequency cannot be presumed by the contractual partners, e.g., war, the threat of war, natural disasters, or epidemics / pandemics. FORCE MAJEURE is also deemed to include strikes, lockouts, official intervention, shortages of power and raw materials, transport bottlenecks or obstacles, and operational hindrances through no fault on the part of PHOENIX CONTACT, e.g. fire, flooding and machine damage, and all other obstacles that, viewed objectively, have not been culpably caused by PHOENIX CONTACT. A case of FORCE MAJEURE exists if the event causing FORCE MAJEURE at PHOENIX CONTACT and / or at sub suppliers or subcontractors of PHOENIX CONTACT has occurred.

3. Credit terms

3.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Payment before Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by PHOENIX CONTACT. Settlement is affected only on receipt of cash or by way of Electronic Funds Transfer (EFT) to PHOENIX CONTACT and shall be made to PHOENIX CONTACT free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by PHOENIX CONTACT is entirely at the discretion of PHOENIX CONTACT and may be withdrawn at any time.

3.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from PHOENIX CONTACT, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of statements, tax invoices, credit, and debit notes:

3.2.1 Electronic documents (statements, tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in PDF file format.

3.2.2 Both THE APPLICANT and PHOENIX CONTACT shall retain the electronic documents in its original format for a period of five years from the date of the delivery to which it relates.

3.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

3.4 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of PHOENIX CONTACT's invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

3.5 Change of address - THE APPLICANT undertakes to notify PHOENIX CONTACT in writing within 7 (seven) days of any change of address.

3.6 Change of ownership - THE APPLICANT undertakes to notify PHOENIX CONTACT, in writing, within twenty days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to PHOENIX CONTACT.

3.7 Domicilium - THE APPLICANT and the signatory hereto choose Domicilium Citandi et Executandi (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

4. Consent to sharing information and retention periods

4.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that PHOENIX CONTACT has consent to: -

4.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT in terms of this agreement.

4.1.2 PHOENIX CONTACT may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.

4.1.3 If THE APPLICANT fails to meet his/her/its commitments to PHOENIX CONTACT, PHOENIX CONTACT may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

4.2 Such information shall be retained for periods as stipulated in any applicable law. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

4.3 POPI Act: PHOENIX CONTACT is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by PHOENIX CONTACT'S staff, representatives, and sub-contractors and PHOENIX CONTACT makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information of THE APPLICANT that PHOENIX CONTACT has collected, processed, and shared. THE APPLICANT hereby authorises the collection and storage of the data by PHOENIX CONTACT.

5. Pricing / pricing increments

5.1 Unless otherwise stated, the prices quoted by PHOENIX CONTACT are in South African Rands (ZAR). All listed prices do not include the legally applicable value added tax.

5.2 Prices include the cost of packaging, but should any special packing be required or should any additional packing be requested by THE APPLICANT, same may be provided at an additional charge.

5.3 Prices quoted by PHOENIX CONTACT are determined from time to time and are subject to increases, at the discretion of PHOENIX CONTACT with 30 days' written notice.

6. Valid orders

6.1 In the event of any order being given to PHOENIX CONTACT on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid

delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

6.2 Illustrations, drawings, descriptions, dimensions, weights, formulae, and other particulars contained in schedules, prospectuses, advertisements, and other documents published or supplied by PHOENIX CONTACT are published or supplied for information only and do not form part of the contract.

6.3 Where any samples are given to THE APPLICANT, conformity to sample is not warranted.

6.4 Goods will be supplied if stocks are available. Where stocks are not available PHOENIX CONTACT may, at its option, cancel the contract or endeavour to obtain the goods, with the least reasonably acceptable delay.

6.5 Where stocks are not available or when the design, specification or content of any goods has been varied by the manufacturer, PHOENIX CONTACT may tender goods of a similar nature in place of the goods ordered.

6.6 Goods supplied by PHOENIX CONTACT shall conform to normal commercial standards only unless a particular standard or specification is accepted by PHOENIX CONTACT. Moreover, unless otherwise agreed, goods shall not be rejected for non-compliance with specification if such goods fall within normal trade tolerances of weight, dimension, size, content, or quality.

6.7 PHOENIX CONTACT does not have or carry the required certification and / or approvals for the medical and aviation industries.

6.8 Goods are not to be used for military applications.

7. Delivery

7.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on PHOENIX CONTACT'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

7.2 Any delivery date stated on any order confirmation is approximate only. PHOENIX CONTACT shall not be bound by that date but will make all reasonable efforts to deliver by that date.

7.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

7.4 Whilst PHOENIX CONTACT will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

7.5 The risk in and to the goods shall pass from PHOENIX CONTACT to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of PHOENIX CONTACT'S delivery note.

7.6 Where delivery is affected in PHOENIX CONTACT's transport: -

7.6.1 THE APPLICANT warrants that the site shall be accessible by road, that adequate facilities for off-loading shall be available and that proper and adequate precautions shall be taken on the site to ensure the safety of life and property.

7.6.2 PHOENIX CONTACT shall off-load the goods on the site but shall not be responsible for stacking or otherwise handling the goods.

7.7 Partial deliveries by PHOENIX CONTACT are permissible unless they are unreasonable to THE APPLICANT. If deemed unreasonable by THE APPLICANT, notification is to be given in writing to PHOENIX CONTACT.

7.8 For exports from South Africa to THE APPLICANT – delivery will be the date when the goods are made available at the business address of PHOENIX CONTACT and the goods are collected by a nominated transporter or agent of THE APPLICANT.

8. Cancellation and returns

8.1 No cancellation of an order or part thereof shall be permitted except with the written consent and acceptance of the cancellation by PHOENX CONTACT. In the event of PHOENIX CONTACT accepting the order cancellation, THE APPLICANT, is liable for a 15% handling fee charge.

8.2 No order may be cancelled on a special or Made-to-Order order. In the event of such cancellation, THE APPLICANT shall pay PHOENIX CONTACT for costs reasonably incurred up to the date of cancellation. PHOENIX CONTACT will use all reasonable and practical endeavours to mitigate its losses in this regard.

8.3 THE APPLICANT must notify PHOENIX CONTACT within 30 days from date of the tax invoice of a request to return goods. All such requests must state the date and tax invoice number, product description, number of products and the reason for the return. Such returns will be considered by PHOENIX CONTACT and if approved a Goods Return Note number will be issued to THE APPLICANT. All returns are subject to a 15% handling fee charge.

8.4 When the return of any goods is approved by PHOENIX CONTACT, such goods shall be returned forthwith, transport costs paid by THE APPLICANT, and THE APPLICANT shall advise PHOENIX CONTACT timeously of the date of dispatch. Goods will only be considered for credit once the goods are received by PHOENIX CONTACT.

8.5 All goods returned must still be in the original and unmarked packaging, the seals must not be broken, and the goods should not have been used. Should the packaging be opened or damaged, the goods will not qualify for credit.

9. Warranties

9.1 Goods are guaranteed according to either PHOENIX CONTACT'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of PHOENIX CONTACT not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

9.2 Should a product supplied to THE APPLICANT by PHOENIX CONTACT be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact PHOENIX CONTACT within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to PHOENIX CONTACT, where applicable.

9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by an approved Goods Returned Number (GRN) as issued by PHOENIX CONTACT.

9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of product specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of PHOENIX CONTACT are not covered in any warranties.

9.5 Should PHOENIX CONTACT find no fault with the returned goods, the goods will be returned to THE APPLICANT, and a 15% handling fee will be charged.

9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to PHOENIX CONTACT may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Conclusion of contract / procurement risk / scope of service

10.1 Information and explanations regarding the CONTRACTUAL PRODUCTS by PHOENIX CONTACT or by sales representatives are given solely on the basis of their previous experience. They do not represent any properties or guarantees with regard to the CONTRACTUAL PRODUCTS. A guarantee shall only be deemed to have been assumed by PHOENIX CONTACT if a property and / or a performance outcome is described in written form as "legally guaranteed".

10.2 Insofar as PHOENIX CONTACT provides instructions for use / application, these are written with the care customary in the industry, but do not release THE APPLICANT from the obligation to carefully examine the CONTRACTUAL PRODUCTS with regard to their suitability for the purpose desired by THE APPLICANT. Unless otherwise agreed, THE APPLICANT is in any case obliged to check the usability of the CONTRACTUAL PRODUCTS for the intended use by THE APPLICANT.

10.3 PHOENIX CONTACT has no obligation to perform any safety-related review of the design instructions, circuit diagrams, samples, and other technical guidelines provided by THE APPLICANT. If one of the above-mentioned guidelines is the cause of damages, THE APPLICANT indemnifies PHOENIX CONTACT from any liability.

10.4 The CONTRACTUAL PRODUCTS of PHOENIX CONTACT shall comply with the recognised rules of technology at the time of the conclusion of the INDIVIDUAL AGREEMENT, unless otherwise stipulated in the respective INDIVIDUAL AGREEMENT.

11. Copyright

THE APPLICANT acknowledges PHOENIX CONTACT'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

12. Export regulations / export controls / provisio clause

12.1 PHOENIX CONTACT is part of a global group, with the Headquarters located in Germany, Europe. As such PHOENIX CONTACT complies with all export control laws of Europe including sanction laws. PHOENIX CONTACT confirms that all applicable European and international laws with regard to export control law, sanctions law, or embargo law are complied with, insofar as this does not conflict with mandatory national or European legal provisions, in particular Council Regulation (EC) No. 2271/96 of 22 November 1996, as last amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018 ("EU Blocking Regulation") and Section 7 of the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung").

12.2 The INDIVIDUAL AGREEMENT is subject to the condition precedent that any required export or shipment licenses are issued by the appropriate authority or it is determined that an export or shipment license is not required. In addition, it is subject to the condition precedent that no other applicable embargo or sanctions provisions conflict with the performance of the agreement. Deadlines and delivery times shall be extended accordingly by delays due to export controls or approval procedures as well as the culpably late provision by THE APPLICANT of the information and documents required for export or shipment.

12.3 At PHOENIX CONTACT's request, prior to delivery of the CONTRACTUAL PRODUCTS and prior to performance by the PHOENIX CONTACT, THE APPLICANT will sign a separate statement affirming that it is not on any national, European, or US sanctions list or subject to any other embargo restrictions applicable to PHOENIX CONTACT.

12.4 THE APPLICANT is advised by PHOENIX CONTACT that the export of the delivered CONTRACTUAL PRODUCTS, information, and documentation may be subject to an approval requirement or be prohibited under the respectively applicable export regulations of the Federal Republic of Germany and / or the United States of America (US (re)export regulations) – e.g., due to their properties or concrete use – and that violations may be punishable by law. THE APPLICANT is not permitted to resell or forward the CONTRACTUAL PRODUCTS if the resale or forwarding would violate regulations of foreign trade law applicable to PHOENIX CONTACT. These include, in particular, export bans in accordance with the German Foreign Trade and Payments Act ("Außenwirtschaftsgesetz") and the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung") and the applicable sanctions and embargo provisions.

12.5 In the event of culpable violation of the aforementioned obligations by THE APPLICANT, they shall indemnify PHOENIX CONTACT of all claims and make good all damages arising from claims asserted against PHOENIX CONTACT by suppliers or licensors of PHOENIX CONTACT, by third parties, or by government and / or international authorities or organizations.

13. Payment to PHOENIX CONTACT

13.1 Payment in full is due within thirty (30) days from the statement date in which the goods were invoiced, unless otherwise stated in the documentation of PHOENIX CONTACT. The payment is to reflect in the bank account of PHOENIX CONTACT on the last business day of the payment month.

13.2 All payments to be by way of Electronic Funds Transfer (EFT) to PHOENIX CONTACT and shall be made to PHOENIX CONTACT free of exchange and without deductions of any nature. In the event of any payments transferred to the incorrect banking account THE APPLICANT shall still be liable to PHOENIX CONTACT for payment. Should PHOENIX CONTACT at any time advise THE APPLICANT of any change to PHOENIX CONTACT'S banking account details THE APPLICANT shall confirm such change with a Manager of PHOENIX CONTACT before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging PHOENIX CONTACT to afford THE APPLICANT any such indulgence to effect payment after due date.

13.3 THE APPLICANT may not set off counterclaims that are undisputed or have become legally binding or assert a right of retention on account of such claims.

14. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in PHOENIX CONTACT. PHOENIX CONTACT shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold, or the value thereof as determined by PHOENIX CONTACT. THE APPLICANT hereby waives any right it may have for a spoliation order against PHOENIX CONTACT in the event that PHOENIX CONTACT takes possession of any goods.

15. Responsibility for losses, damages, or delays

PHOENIX CONTACT will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, infectious diseases, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of PHOENIX CONTACT.

16. Defaulting in payment

16.1 In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

16.2 If terms of payment are not met or circumstances become known or apparent which, according to PHOENIX CONTACT's due commercial discretion, give rise to justified doubts about the creditworthiness of THE APPLICANT, including such facts which already existed at the time of conclusion of contract but which were not known or should not have been known to PHOENIX CONTACT, PHOENIX CONTACT shall be entitled, without prejudice to further statutory rights in such cases, to stop further work on current INDIVIDUAL AGREEMENTS and to demand advance payments or the provision of reasonable, customary securities, for example in the form of a bank guarantee from a South African credit institution, for deliveries still outstanding. After the unsuccessful expiration of a reasonable grace period for the provision of such securities, PHOENIX CONTACT shall be entitled – without prejudice to further statutory rights – to withdraw from the INDIVIDUAL AGREEMENT with regard to the part not yet fulfilled. The CUSTOMER is obligated to compensate PHOENIX CONTACT for all damages resulting from the non-performance of the INDIVIDUAL AGREEMENT.

16.3 In the event of a default in payment, incoming payments are first used to repay costs, then interest, and finally principal receivables according to their age. Any conflicting provision of THE APPLICANT at the time of payment is irrelevant.

17. Interest on overdue accounts

PHOENIX CONTACT shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as PHOENIX CONTACT affording THE APPLICANT any indulgence to make payment after due date.

18. Proof of Claims

A certificate signed by a manager of PHOENIX CONTACT - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to PHOENIX CONTACT, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with PHOENIX CONTACT, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

19. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to PHOENIX CONTACT, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by PHOENIX CONTACT against THE APPLICANT arising out of any transaction between the parties, it being recorded that PHOENIX CONTACT shall be entitled, but not obliged, to bring any action or proceeding in the said court.

20. Arbitration

20.1 Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, PHOENIX CONTACT shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.

20.2 The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").

20.3 The arbitration shall be held at Johannesburg, South Africa.

20.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.

20.5 The arbitrator shall be entitled to:

20.5.1 Investigate or cause to be investigated any matter, fact, or thing which the arbitrator considers necessary or desirable in connection with any matter referred to the arbitrator for decision.

20.5.2 Decide the matters submitted to him according to what the arbitrator considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and

20.5.3 Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as the arbitrator in his/her discretion may deem fit and appropriate.

20.6 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.

20.7 Notwithstanding anything to the contrary contained herein, PHOENIX CONTACT shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.

21. Recovery of legal/collection costs

Should PHOENIX CONTACT instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of PHOENIX CONTACT'S rights, PHOENIX CONTACT shall be entitled to the recovery of all legal or collection costs arising there from.

22. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of PHOENIX CONTACT shall not in any way operate as or be deemed to be a waiver by PHOENIX CONTACT of any rights under this contract or be construed as a novation thereof.

23. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

24. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

Applicable as of 23 February 2024