

GENERAL TERMS AND CONDITIONS

of Trodat-Trotec South Africa

1. General

1.1. These general terms and conditions (“GTC”) apply to every contract (“Contract”) that is concluded between Rubber Stamp and Engraving Company (Pty) Ltd (3 Appel Road, Kramerville, Sandton, 2090, South Africa) (“Trodat-Trotec”) and the contractual partner (“Customer”). Notwithstanding any business conditions and/or trading terms of the Customer, the provisions of this GTC shall apply and the Customer’s business conditions and/or trading terms shall be of no force and effect and not binding unless Trodat-Trotec has expressly authorised and agreed otherwise in writing.

1.2. Hereinafter, the Customer and Trodat-Trotec are jointly referred to as “Parties”.

1.3. Contracts between the Parties are concluded under this GTC only. Any amendment, variation, deviation, conflict, restrictive or supplementary terms and conditions and regulations of the Customer must be expressly approved in writing by an authorised representative of Trodat-Trotec in order that same may become part of the Contract in individual cases. In particular, acts of contract fulfilment by Trodat-Trotec do not constitute consent to any conditions that deviate from this GTC. No relaxation or indulgence shall prejudice or be deemed to be a waiver of any of Trodat-Trotec’s rights in terms hereof.

2. Conclusion of Contract

2.1. Subject to the terms and conditions contained hereunder, the Contract is concluded when the Customer places an order and Trodat-Trotec accepts the order.

2.2. The order is accepted when Trodat-Trotec confirms it in writing by e-mail or other written communication or delivers the product to the Customer. Trodat-Trotec may send an automated, electronic order confirmation. Acceptance of the order in writing does not require a signature.

2.3. In the event that Trodat-Trotec submits an offer in the form of advertising or otherwise, such offer is deemed to be an invitation to do business only and shall not be binding on Trodat-Trotec and always revocable by Trodat-Trotec notwithstanding acceptance of such offer.

2.4. The information contained in catalogues, brochures and the like, as well as other written or oral statements, is only relevant if it is expressly referred to in the order and in the order confirmation; otherwise, such information is deemed to be an invitation to submit an offer. Trodat-Trotec is entitled to reject such orders without further justification.

2.5. For online transactions, separate terms and conditions apply, which can be found on the Trodat-Trotec homepage. With the exception of the Trodat-Trotec web shop (online purchasing), the Customer may submit an order in writing, telephonically or electronically.

2.6. Based on European and South African measures in the fight against money laundering and the financing of terrorism, Trodat-Trotec reserves the right to initiate a know-your-customer process and the Customer shall comply with all Trodat-Trotec’s requirements, if necessary, in respect of the Financial Intelligence Centre Act No. 38 of 2001 (FICA).

2.7. Trodat-Trotec shall not be liable for errors due to incorrect ordering of the Customer (in particular when ordering by telephone), unclear writing or unclear fax transmission. Orders that reach Trodat-Trotec by e-mail or data carrier (USB stick or similar) shall be processed by Trodat-Trotec according to the files received. The Customer shall be liable for any errors contained therein. Trodat-Trotec shall not be liable for transmission errors that are demonstrably of a technical nature. If the customer has third parties to send specifications for processing, the above shall apply accordingly.

3. Prices and Terms of Payment, Offsetting and Assignment

3.1. The prices of Trodat-Trotec's goods and/or services will be as per Trodat-Trotec's list price in place as at date of the order or Trodat-Trotec's usual standard prices at the time (as the case may be) unless Trodat-Trotec agrees otherwise in writing and excluding packaging, loading and VAT. If fees, taxes or other charges are levied in relation to the delivery, they shall be borne by the Customer. If delivery to the final destination is agreed, this and any transport insurance requested by the Customer will be charged separately. The packaging will only be taken back by express agreement.

3.2. Unless expressly agreed otherwise in writing, payment must be made and received by Trodat-Trotec within 7 (seven) days of the invoice date, exempt from charges and without deduction. Trodat-Trotec is also entitled to make the acceptance of an order dependent on the provision of a security deposit or advance payment (e.g. deposit, down payment, bank guarantee, etc.), in particular, but not exclusively, if Trodat-Trotec becomes aware of circumstances relating to the Customer's economic situation, by which Trodat-Trotec doesn't or no longer appear to be sufficiently secured for the fulfilment of its claims, or if the Customer is in default of payment. Notwithstanding the aforesaid, Trodat-Trotec may, in its sole discretion, require payment to be made as to cash on delivery (COD) or payment in advance (PIA).

3.3. In order to settle the invoice, payments must be made by bank transfer to the specified Trodat-Trotec bank account or – if provided for certain products – by credit card.

3.4. If arrangements have been made for payment in instalments, agreed to by Trodat-Trotec in writing, then and in that event, if any one instalment is not paid on due date, the full / entire outstanding balance will then immediately become, due, owing and payable.

3.5. If a payment term is exceeded, the Customer is in default without the need for a special notification from Trodat-Trotec. Unless expressly agreed otherwise in writing, the Customer shall pay interest on all overdue amounts at the rate of 12% per annum, compounded monthly from the date of default to date of payment.

3.6. Should it be necessary for Trodat-Trotec to institute legal proceedings against the Customer, the Customer shall be liable for Trodat-Trotec's legal expenses incurred on the attorney and client scale, including collection commission.

3.7. In the event that the Customer being in default of its payment terms, Trodat-Trotec is entitled, notwithstanding acceptance of the order/s and without setting a grace period, to withhold and/or refuse the agreed (partial) service or the (partial) delivery until full payment has been made.

3.8. The Customer's payments shall be made without deduction, setoff or counterclaim. The enforcement of counterclaims by offsetting or by exercising rights of retention by the Customer is hereby expressly excluded.

3.9. The Customer shall not cede, assign or transfer any claim to which the Customer is entitled against Trodat-Trotec to a third party.

4. Transfer of Risk and Place of Fulfilment

4.1. Shipping is always at the expense and risk of the Customer (FCA 3 Appel Road, Kramerville, Wendywood 2090, Sandton, Johannesburg, Incoterms 2020).

4.2. Use and risk are transferred to the Customer when the delivery is dispatched from the place of fulfilment. This also applies if it is a partial delivery, if the delivery takes place as part of an assembly or if the transport is carried out or organised and managed by Trodat-Trotec.

4.3. The place of fulfilment for delivery and payment is Trodat-Trotec's place of business, even if the handover takes place at a different location as agreed.

5. Delivery, Delay in Acceptance and Delivery

5.1. As a special customer service, Trodat-Trotec offers to organise the transport on behalf of the Customer, at the Customer's expense and risk. Unless otherwise agreed in detail, the delivery and mode of delivery take place exclusively at the discretion of Trodat-Trotec.

5.2. Trodat-Trotec shall only bear the costs of transport packaging. Additional costs, such as insurance costs, special packaging, additional costs for individual shipments, freight, etc., are exclusively borne by the Customer.

5.3. The agreed delivery period begins on the date of the written or electronic order confirmation by Trodat-Trotec. However, it is suspended while and until all details of the execution are clarified (e.g. all commercial or technical questions, provision of the necessary official certificates or approvals by the Customer, payment of an agreed deposit or advance payment) or, in the case of finishing measures to be carried out by Trodat-Trotec, until the fault-free primary material arrives.

5.4. The delivery deadline is deemed to have been met with the timely notification of readiness for shipment. Goods ready for collection must be picked up immediately.

5.5. Delivery periods and dates are always subject to change due to possible bottlenecks in production capacities or – carefully selected – upstream suppliers. As such, time is not of the essence in respect of delivery nor are specific dates for delivery binding unless specifically agreed to by Trodat-Trotec, in writing.

5.6. If unforeseeable circumstances or circumstances independent of the intention of a Party occur, such as all cases of force majeure, which hinder compliance with the agreed delivery period, this shall in any case be extended by the duration of these circumstances; this includes natural disasters, armed conflicts, official interventions and bans, delayed transport and customs clearance, transport damage, shortage of energy and raw materials, labour disputes (in particular strikes and industrial disputes), epidemics, pandemics and the failure of a major supplier that is difficult to replace. The aforementioned circumstances also entitle the delivery period to be extended if they occur with suppliers. Trodat-Trotec shall inform the Customer of the aforementioned circumstances unless being obvious.

5.7. Trodat-Trotec is entitled to make partial and advance deliveries.

5.8. To the extent that the Parties have agreed to a specific date of delivery and that time is of the essence, then and in that event, the amount of compensation for any damage to the Customer caused by a delay for which Trodat-Trotec is responsible and which has to be specifically proven is limited to 0.5% for each completed week of delay, but not more than 3%, of the value of that part of the overall delivery that cannot be used on time or in accordance with the Contract as a result of the delay. This limitation of liability shall not apply in the event of gross negligence on part of Trodat-Trotec. Save as aforesaid, Trodat-Trotec shall not be liable to the Customer for any direct, indirect, consequential, special or delictual loss or damage of any nature and howsoever arising which may be suffered by the Customer for late delivery and the Customer hereby indemnifies and holds Trodat-Trotec harmless in respect of any damages that may occur resultant therefrom.

5.9. If, in the event of a partial delay, a loss of interest does not exist with regard to the entire contract, but only with regard to the remaining part, the Customer cannot withdraw from the entire Contract, but rather reduce their counter-performance in the ratio of the outstanding partial performance to the overall performance.

5.10. Further claims relating to delay in delivery are excluded.

5.11. If the shipment is delayed at the Customer's request, the Customer shall be charged for the costs incurred through storage, beginning one month after notification of readiness for shipment, but at least 1.5% of the invoice amount for storage on the Trodat-Trotec premises, for each month or part thereof.

5.12. If the Customer is in default of acceptance or if the Customer violates its duty to cooperate and the Customer is therefore responsible for the circumstances of the delay in delivery, Trodat-Trotec is entitled to demand compensation for the damage incurred, including any additional expenses. In this case, the risk of price

and performance as well as the risk of accidental loss or accidental deterioration of the object of purchase are already transferred to the Customer when the notification of readiness for shipment is sent by Trodat-Trotec.

6. Delivery to Third Parties

6.1. If, within the scope of an order the Customer has placed, the Customer wishes for the delivery in question or parts thereof to be delivered and invoiced to third parties (e.g. customer subsidiary, sales partner, etc.), the Customer remains jointly and severally liable as a contractual partner in addition to the third party. Trodat-Trotec is also entitled to separately invoice any additional costs for packaging and transport.

6.2. If so required by Trodat-Trotec, the Customer shall disclose its economic connection and/or relationship to the third party.

6.3. In the event that the goods delivered by Trodat-Trotec are transferred or sold to third parties, the Customer cannot transfer rights such as installation, maintenance, etc. without the prior written consent of Trodat-Trotec first being had and obtained.

7. Call Orders

In the case of call orders, Trodat-Trotec is entitled to procure the material for the entire order and to produce the entire order quantity immediately. Therefore, any change requests by the Customer cannot be taken into account once the order has been placed. In addition, Trodat-Trotec has the right to make orders that have not been called up on time due immediately, subject to a grace period of 14 days. Call orders are considered called at the latest one year after the date of the order confirmation.

8. Warranty, Notification of Defects

8.1. Trodat-Trotec warrants that the goods are free from material defects, manufacturing or assembly defects at the time of transfer of risk and save for what is contained hereunder, Trodat-Trotec shall under no circumstances be liable for any defect howsoever caused.

8.2. Trodat-Trotec provides a 12 (twelve) month warranty for goods sold which begins with the transfer of risk.

8.3. No warranty is provided for insignificant defects, regardless of whether they can be remedied or repaired.

8.4. Obvious defects must be reported to Trodat-Trotec within 14 (fourteen) days of delivery and hidden (latent) defects must be reported within 14 days after their detection. Notifications of defects must always be made in writing and must be specified. If the Customer fails to notify Trodat-Trotec within the aforesaid period, the goods are deemed to be in good order and approved by the Customer.

8.5. Any rejected goods referred to in 8.4 above and reported to Trodat-Trotec timeously, must be properly stored and kept available until the matter has been clarified. Alternatively, the rejected goods can be returned at the expense and risk of the Customer after consultation with Trodat-Trotec. If the complaint is justified, these costs will be reimbursed by Trodat-Trotec. Warranty claims expire six months after written rejection by Trodat-Trotec, but at the earliest 12 (twelve) months after transfer of risk.

8.6. The Customer must always prove that the defect existed at the time of delivery. If there is a defect that is subject to warranty, Trodat-Trotec can choose between:

8.7. repairing the defective goods on the premises;

8.8. having the defective goods or defective parts returned for the purpose of repair;

8.9. replacing the defective parts of the goods with defect-free ones;

8.10. replacing the defective goods;

8.11. offering a reasonable purchase price reduction.

9. Limits of Warranty

9.1. During the warranty period and in case of accepted material defects, the Customer is entitled to restoration of the contractual condition free of charge. Trodat-Trotec shall bear the necessary costs of repair and replacement, in particular shipping, labour and material costs.

9.2. All warranties shall immediately become null and void and Trodat-Trotec shall not be liable for any claims or damages of any kind should any goods:

9.2.1. be tampered with, seals broken or should the good be operated outside of specifications;

9.2.2. be damaged due to lightning strikes, power surges, power outages, power spikes or other incidents / accidents beyond the control of Trodat-Trotec;

9.2.3. be used for a purpose other than the purpose it was manufactured, where there has been fair, wear and tear, below standard installation and/or contrary to the instruction manuals and guidance; or

9.2.4. Should the Customer not use original parts from Trodat-Trotec or parts recommended by Trodat-Trotec.

9.3. Furthermore, Trodat-Trotec does not warrant and is not liable for any defects and the lack of warranted specifications, features and possible uses if the cause for this lies in the documents and materials made available to Trodat-Trotec by the Customer or in the specifications for a custom-made Product.

9.4. The legal presumption of deficiency in § 924 Austrian General Civil Code does not apply. Likewise, the provisions of § 933b Austrian General Civil Code on special recourse are excluded.

10. Custom-made Products

Special production requests from Customers shall only be processed in writing. The Customer shall notify Trodat-Trotec in writing of their special request together with the necessary documents for processing. A contract is only concluded, after Trodat-Trotec's written order confirmation. Due to technical conditions at Trodat-Trotec's production facilities, the production of custom-made products ordered by the Customer can only be guaranteed with possible quantity deviations of plus / minus 10%. Within this quantity fluctuation range of plus / minus 10%, the Customer shall be obliged to accept the produced goods at the agreed unit prices, unless otherwise individually agreed in advance between the Parties.

11. Compensation and Liability, Limitation of Liability

11.1. The instructions given by Trodat-Trotec, in particular regarding the use, maintenance, storage and care of the delivered goods, must always be followed.

11.2. If the instructions from Trodat-Trotec or the respectively applicable regulations (e.g. law, official notification, Austrian standard) for the use, maintenance, storage and care of the delivered goods are disregarded, Trodat-Trotec's liability is excluded as far as this is legally permissible.

11.3. All claims for damages by the Customer expire no later than three years from the occurrence of the damage.

11.4. In the event of non-compliance with any operating and safety instructions or other instructions given by Trodat-Trotec or the official approval requirements, any compensation on the part of Trodat-Trotec is excluded.

11.5. Save as otherwise provided for in this GTC, Trodat-Trotec will NOT be liable for any direct, indirect, consequential, special or delictual loss or damage of any nature and howsoever arising which may be suffered by the Customer or any third party as a result of or in connection with any transaction contemplated herein.

11.6. Notwithstanding 11.5 above, should Trodat-Trotec be found to be liable at any stage by a Court of Law, Trodat-Trotec agrees that such liability, if any, will not exceed the total price paid or due to be paid by the Customer for the goods and/or services that form the subject matter of such claim.

11.7. The above exclusions and limitations of liability shall apply regardless of how the loss or damage may be caused and whether based in contract, delict or otherwise.

11.8. The Customer hereby indemnifies Trodat-Trotec for and holds it harmless against any claim, damage, loss, cost or expense of whatsoever nature made against it by any third party arising from or associated with the goods supplied and/or services rendered by Trodat-Trotec to the Customer or a third party's use of the goods and/or services or the Customer's representation given to third parties.

11.9. If any goods and/or services are to be supplied in accordance with specifications or other instructions furnished by Trodat-Trotec, the Customer shall not have any claim of any nature whatsoever against Trodat-Trotec for any loss or damage sustained by the Customer or any third party as a result of any error, discrepancy or defect in those specifications and/or other instructions or if the goods in question are not suitable for the purpose for which they are required, whether that purpose was known the Customer, or not.

11.10. The Customer hereby waives any rights which it may have in terms of the Consumer Protection Act 68 of 2008 and shall not have any claims of any nature whatsoever against Trodat-Trotec if the goods and/or services in question are not suitable for the purpose for which they are required, whether that purpose was known to Trodat-Trotec or not.

11.11. Notwithstanding the above, Trodat-Trotec does not exclude or limit its liability, if any, for any matter for which it would be illegal for the Company to do so.

12. Reservation of Title, Extended Reservation of Title

12.1. The goods remain the property of Trodat-Trotec ("reserved goods") until they have been paid for in full (including interest and charges).

12.2. Trodat-Trotec retains ownership even if the item is permanently connected to or installed in the Customer's property. If the item is inseparable from the property, this will result in joint ownership.

12.3. The Customer hereby assigns their claim from the resale of reserved goods to Trodat-Trotec to secure their claims, even if the goods have been processed, connected, transformed or mixed, and undertakes to make a corresponding note in their books or invoices. Upon request, the Customer must inform Trodat-Trotec of the assigned claim and its debtors and provide Trodat-Trotec all information and documents required for the collection of claims and notify the third party debtor of the assignment. In the event of seizure or other claims, the Customer is obliged to point out Trodat-Trotec's right of ownership and to notify them immediately.

12.4. Unless paid for in full, the pledging, ceding or assignment as security of the goods delivered by Trodat-Trotec or an assignment or cession of claims from the resale of these goods to third parties is not permitted.

13. Own and Third-party Copyright, Intellectual Property

13.1. Trodat-Trotec fully reserves all industrial property rights and intellectual property rights, in particular to its products, software, manufacturing processes, user manuals, technical documents, catalogues, brochures, drawings, etc and the Customer hereby acknowledges that it has not right, title or interest therein.

13.2. The Customer is not entitled to change the appearance of the goods. Furthermore, the Customer is not entitled to amend the brands or other trademarks of Trodat-Trotec, to detach them from the goods, packaging or accompanying documents or to use them.

13.3. For goods that are designed by the Customer or manufactured by Trodat-Trotec according to the Customer's specifications, the Customer guarantees freedom from third party rights or that the Customer has all necessary rights, patents, designs or other intellectual property rights. The same applies to all materials (for example, customization specifications) that the Customer sends to Trodat-Trotec. The Customer must fully support Trodat-Trotec in the event of a claim or legal action by third parties who claim that their rights have been violated and indemnify Trodat-Trotec in full.

13.4. If, in the course of the provision of services by Trodat-Trotec, doubts arise as to the existence of the necessary rights of the Customer and the Customer is not able to prove the rights, Trodat-Trotec is entitled to cancel the provision of services and refuse delivery. The Customer must reimburse Trodat-Trotec for costs and expenses incurred up to this point in time.

14. Confidentiality, Data Protection

14.1. If the Parties exchange confidential information and/or personal data that is subject to national or European data protection regulations, they must conclude separate agreements.

14.2. Trodat-Trotec is entitled to save, send, revise and delete personal data of the Customer in the course of business transactions, insofar as this is necessary to fulfil the contractual relationship. Trodat-Trotec will comply with the necessary data security measures and confidentiality obligations according to §§ 32 GDPR or ensure compliance with them. Separately concluded confidentiality agreements remain unaffected. Any questions about data protection should be directed to data-protection@trogroup.com.

15. Applicable Law, Jurisdiction and Dispute Resolution

15.1. This GTC will be governed by the laws of the Republic of South Africa.

15.2. A certificate signed for and on behalf of Trodat-Trotec by any director certifying the balance due, owing and payable by the Customer shall be prima facie proof of the Customer's indebtedness to Trodat-Trotec for the purposes of obtaining judgment in a competent court of law or in terms of the Dispute Resolution process set out hereunder.

15.3. Should any dispute or difference whatsoever arise at any time hereafter between the parties hereto concerning this GTC, or its construction or effect, or the validity of the GTC, or as to the rights, duties and/or liabilities of the parties hereto or either of them under or by virtue of this GTC or completion thereof, then Trodat-Trotec may declare a dispute by delivering the details thereof to the Customer ("notice of dispute").

15.4. Trodat-Trotec may refer the dispute for the arbitration and final decision of a single arbitrator and the parties agree to accept his award as final and binding upon them.

15.5. The arbitrator shall be selected by agreement between the parties within 10 (ten) days of the notice of dispute or failing such agreement, appointed at the request of either party by the Chairman for the time being of the Arbitration Foundation of Southern Africa.

15.6. The arbitration shall be conducted in terms of the rules of the Arbitration Foundation of Southern Africa.

15.7. The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.

16. General Provisions

16.1. The Customer agrees that Trodat-Trotec may transfer the contractual relationship as a whole to another company that is directly or indirectly affiliated with Trodat-Trotec. From the written notification, the affiliated company assumes all obligations and claims arising from this legal relationship and assumes all design rights and other rights.

16.2. The Customer is not entitled, without a related written (license) agreement from Trodat-Trotec, to use on its products, announcements, advertising and business documents etc., the company name or part of the Trodat-Trotec company name or any other reference to the Trodat-Trotec company name or affiliated companies.

16.3. Separately concluded agreements take precedence over these GTC to the extent that they contradict them. Unaffected clauses of these GTC remain in effect.

16.4. This GTC constitutes the entire agreement between the parties. No party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein.

16.5. No amendment of this GTC and no extension of time, waiver or relaxation of any of the provisions of this GTC shall be binding unless recorded in a single document signed by both of the parties.

16.6. No relaxation or indulgence shall prejudice or be deemed to be a waiver of any of Trodat-Trotec's rights hereunder.

16.7. Each provision of this GTC is severable, the one from the other, if any provision is found to be defective, unlawful or unenforceable for any reason, the remaining provisions shall continue to be of full force and effect.

16.8. The rule of construction that this GTC be interpreted against the party responsible for drafting this document shall not apply.

16.9. The Customer shall not be entitled to cede its rights or assign its obligations under this GTC.

16.10. Each person who signs this agreement as representing any party, warrants that he has authority so to sign this agreement.

16.11. The parties acknowledge that they have been free to secure independent legal advice as to the nature and effect of the provisions of this agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so.

16.12. The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination notwithstanding the fact that the clauses themselves do not expressly provide this.

16.13. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.