



General Conditions of Sale and Delivery (GTC)

Preamble

Our General Terms and Conditions of Sale (hereinafter referred to as “GTC”) for the supply of lubricants and allied products shall apply exclusively. We shall not accept any conflicting or additional terms and conditions of a customer or terms and conditions that differ from ours unless we have given our explicit written consent that their terms shall apply. Our GTCs shall apply even if we, being aware of the customer’s conflicting or additional terms and conditions, accept, without reservation, orders placed by the customer.

1. General

- 1.1 Our terms and conditions shall apply to all future deliveries made and services provided by us to the customer until a newer version of our terms and conditions comes into force.
- 1.2 Individual contractual additions to and deviations from these GTCs shall only be effective with our express consent.
- 1.3 The terms “Seller”, “we”, “us”, and / or “our” etc. used in the GTC refer to FUCHS Lubricants South Africa (Proprietary) Limited and FUCHS Africa (Proprietary) Limited.

2. Quotations and orders

- 2.1 Our quotations are non-binding.
- 2.2 First orders are only deemed to be accepted if they have been confirmed in writing or if they have been carried out.
- 2.3 Follow-up agreements shall not become valid unless they have been confirmed in writing.

3. Withdrawal, Force Majeure

- 3.1 We may withdraw from a contract if the customer, after the expiry of an adequate period of grace, fails to fulfil its payment obligations towards us or an entity affiliated with us. The statutory rights of termination of the Seller and/or customer remain unaffected. Any further claims of ours shall also remain unaffected.
- 3.2 If an outside event that is unrelated to our business and that even despite us proceeding with the greatest reasonable

expected care could not have been prevented, such as natural events, war, terror, sabotage, labour disputes, lack of raw materials and energy, non- and/or insufficient deliveries by suppliers, transport and loading problems, production stoppages, obstructions caused by cyber-attacks, fire and explosion damage or measures taken by the authorities (hereinafter referred to “Force Majeure”), the parties (hereinafter referred to as “Parties”) shall, for the duration of such events and to the extent that such events affect them, be exempt from their duty to provide goods or services. The Parties are obliged to inform one another without undue delay in writing, as far as they can be reasonably expected to do so. As soon as we are released from our delivery obligations, we shall reimburse the customer for any prior payments that may have been made. **If the restrictions caused by Force Majeure last longer than three months, we are – irrespective of our other rights – authorised to withdraw from the contract fully or partially.**

4 Liability

- 4.1 The Seller shall only be liable as far as essential duties that result from the nature of the contract and are of special importance to fulfil the contractual purpose have been violated. If such duties have been violated, if there has been a default and/or an impossibility, the liability of the Seller shall be limited to such damage/loss that is typically expected to arise in connection with such

contract. Any mandatory statutory liability for product defects shall remain unaffected.

- 4.2 Notwithstanding the foregoing, the Seller's liability shall be limited to liquidated damages of 0.5% (zero-point five percent) for delivery delays, charged after 1 (one) week for each day after the agreed delivery lead times up to a maximum of 5% (five percent) of the relevant purchase order value.
- 4.3 The Parties indemnify each other against all damages, expenses (including lawyers' fees and expenses), loss or liability of any nature suffered incurred arising out of the provisions (or failure to provide) of this contract and the obligations under this contract, including:
- 4.3.1 physical loss or damage to property of the other Party; and
- 4.3.2 damages, expenses, loss, or liability for personal injury, disease, illness, or death.
- 4.4 The liability of the Parties to be indemnified will be reduced proportionally to the extent only that a negligent act or omission of the other Party or any one of them has contributed to the loss, damage, expense, injury, disease, illness, death, or other liability.
- 4.5 As far as our liability is excluded or restricted, this shall also apply to the personal liability of our employees, workers, co-workers, representatives, and vicarious agents.

5 Delivery and transfer of risk, determination of quantities

Delivery, including transfer of risk, shall take place according to FCA (INCOTERMS in the version valid upon contract conclusion) unless otherwise agreed in these GTCs or elsewhere. If shipping and/or delivery is delayed due to reasons that are attributable to the customer or if the customer, for other reasons, delays acceptance, risk shall, in such cases, pass to the customer upon their delaying of acceptance of the goods. The quantity of the goods shall be determined by us. It is the basis for the price calculation.

6 Returnable and customer containers, tank trucks

- 6.1 Customer's containers (containers owned by the customer or procured by the

customer from a third party) must be sent to our filling facility free of charge, clean and ready to be filled. We are not obliged to examine the containers provided by the customer for suitability or cleanliness. They are used at the customer's risk. We shall not be responsible for any contaminations of the goods resulting from dirty or unsuitable containers provided by the customer.

- 6.2 In the event of deliveries made by tank trucks, the customer must ensure that immediate unloading can take place. The customer shall be liable towards us for all costs and damage/loss arising from the delayed unloading of the tank truck unless the delayed unloading is not due to the customer. Our further claims shall remain unaffected.
- 6.3 If the customer fails to accept the ordered goods in full, the Customer shall be charged for the costs arising from shipping the goods to them and returning them to us, unless the customer is not responsible for the incomplete acceptance. Any further claims by us shall remain unaffected.

7 Quality details, approval

- 7.1 Analytical data and details concerning other quality features reflect, to the best of our knowledge, the current level of our findings and development. Samples and specimens that are made available to the customer prior to contract conclusion are only of approximate relevance and only reflect the current average quality of the goods. If, on the basis of the samples and specimens, certain parameters are listed in the product specifications, data sheets or other contractual documents, they are binding and final. They are final even if the samples or specimens feature further parameters beyond those mentioned in the product specifications, data sheets and other contractual documents.
- 7.2 The customer is responsible for complying with the safety and environmental regulations in connection with the acquisition, storage and use of the goods following handover. We are under no obligation in relation to the customer to obtain regulatory approval.

8 Claims resulting from defects

- 8.1 Obvious defects, i.e. legal or material defects, over-delivery, under-delivery, or incorrect delivery, as well as situations where the goods or services provided by us

lack the quality or durability that may have been guaranteed by us (defects), must be reported in writing without undue delay but at the latest 14 (fourteen) days after delivery. Any defects that remain undetected during regular goods-receiving inspections must also be reported in writing without undue delay after such defects have been discovered. The customer must ensure that any potential rights of recourse against the transport Seller are maintained. In the case of quality-related complaints, a sample in sufficient quantity must be sent to us without undue delay; the remaining goods in their original containers, as well as any goods that may have been in use, must be secured and stored separately. The Seller must be given the opportunity to undertake all necessary measures to inspect the item to which the complaint refers in situ.

- 8.2 In the case of justified complaints, we shall have the choice to either remedy the defect or provide the customer with a product that is free from defects (supplementary performance). If supplementary performance were to fail or if the customer could not reasonably expect to accept such performance, the customer may withdraw from the contract, ask for a lower purchase price, or ask for its actual costs to be reimbursed.
- 8.3 The period of limitations for complaints submitted by the customer is one year. The one-year period of limitations also applies to claims resulting from unlawful acts that are based on a defect of the items in question. The one-year period of limitations does not apply to our unlimited liability for any damage/loss arising from a breach of warranty or bodily injuries, including death and other impairments to health, for wilful misconduct and gross negligence and production-related faults or as far as we have accepted a procurement risk.

9 Services

- 9.1 Any services or advice that we provide, any information or approvals or recommendations that we issue are based on the information, samples or test series made available to us by the customer in line with the research valid at the time of contract conclusion as well as according to the best of our knowledge. Any services and/or advice, information, approvals, and recommendations provided by us refer exclusively to the facility- and device-specific use indicated by the customer.
- 9.2 The customer shall provide us with all the necessary data timeously. We shall not examine the information provided to us by the customer or by third parties for factual accuracy and completeness of data. Any additional costs that may result from a breach of these duties of information and cooperation must be borne by the customer. Any further claims by us shall remain unaffected.
- 9.3 Details and information about the suitability and use of the goods do not exempt the customer from carrying out its own tests and checks.
- 9.4 The customer shall be obliged to observe the advice, instructions and specifications included in approvals, tests, or other reports as well as other documents relating to the goods in question; the customer must, in particular, only use the goods for the facilities and/or devices that the services and/or advice, information, approvals or recommendations refer to.

10 Unauthorised use

- 10.1 Our goods must not be used for aircraft/spacecraft and/or parts thereof without our explicit prior consent unless our goods are removed in their entirety prior to the commissioning of such aircraft/spacecraft.
- 10.2 Our goods must not be used in connection with the primary circuit of nuclear energy.
- 10.3 If our goods are used contrary to the specifications outlined in Paragraphs 1 and / or 2, the customer must indemnify us from any potentially resulting damage/loss as well as from any associated costs (including legal costs) without undue delay.

11 Prices

- 11.1 Non-contracted customers - Unless a fixed price has been agreed upon, the customer will generally be charged the price that is valid on the day of order placement.
- 11.2 Contracted customers—The contract price payable by the Customer to us shall be as per the additional Appendix (to be provided by your sales representative).
- 11.3 Prices quoted, unless otherwise agreed, shall be valid for the duration of 7 (seven) days.
- 11.4 With respect to deliveries, all prices are quoted FCA (Free Carrier;

INCOTERMS in the version valid on the day of contract conclusion) unless otherwise agreed.

- 11.5 Unless explicitly otherwise agreed in a contract, we shall not be obliged to undertake customs clearance and declare and pay any levies, fees, taxes, duties, and other charges that arise outside the country where our Seller is based. We shall only adhere to the weight and measuring systems, packaging, labelling or other identification regulations that are applicable at the place of delivery known to us.
- 11.6 Unless otherwise agreed in writing, the contract price excludes Value Added Tax, which is indicated separately on invoices.

12 Certificate of indebtedness

A certificate issued by any director or manager of the Seller (whose appointment need not be proved), given from time to time, in respect of the customer's indebtedness in terms of this agreement or in respect of any other fact shall be prima facie evidence of the customer's indebtedness to the Seller and shall be sufficient for all legal proceedings.

13 Payment

- 13.1 The price for the product and VAT shall be paid 30 (thirty) days from the date of the statement. We reserve the right to charge interest at the prime lending rate charged by its bankers from time to time on any invoices not settled within the time frame stipulated in this paragraph 13.1.
- 13.2 We reserve the right to offer different payment terms primarily to customers based outside of South Africa.
- 13.3 Set-offs against us are only permitted as far as they refer to claims that have been recognised as final and binding or are indisputable. Rights of retention may only be exercised against us if they refer to claims from the same contractual relationship.

14 Retention of title

- 14.1 Until full payment of the invoiced value has been made, we retain title to all goods that have been supplied. The

customer shall, therefore, not be authorised to dispose of the goods outside its regular business, pledge them to third parties or transfer title by way of security.

- 14.2 The customer shall assign to us its claim to the payment of the invoiced value that they obtain from selling goods in which we retain the title so that our claim to the payment of the invoiced value is secured. We herewith accept such an assignment. If such an assignment is not permitted by law, the customer, with Seller's written approval, herewith instructs the third-party debtor to make any potential payments to us only.
- 14.3 The customer shall be authorised to collect the assigned claims for as long as the customer meets its contractual payment obligations towards us. If the customer fails to meet this obligation, the collected amounts are due to us and must be kept separately.
- 14.4 If the customer proceeds to work with or process the goods that are subject to title, the customer works with and processes the goods on our behalf without this resulting in any obligations for us. Whenever the goods are processed, combined, mixed, or blended with other goods that we have not supplied, we acquire co-ownership of the new goods, the ratio of which shall be based on the difference between the invoiced value of the supplied goods and the other processed goods at the time of their being processed, combined, mixed or blended. If the customer, by law, acquires sole ownership of the goods, the customer herewith grants us co-ownership of the new goods based on the aforementioned ratio and undertakes to store these goods for us free of charge. Paragraphs 1 and 2 shall apply accordingly.
- 14.5 If the value of the assignments and securities given to us exceeds our claims by more than 10 per cent in total, we undertake, at the customer's request, to release the corresponding securities at our discretion.

15 Assignment

Rights and claims may only be assigned by the customer with our prior written consent.

16 Intellectual Property and Confidential Information

- 16.1 All intellectual property and confidential information (hereinafter both referred to as "information") of the Seller and the Customer shall remain the exclusive ownership of such party.
- 16.2 In connection with the product to be supplied, it is understood by both Parties that each party may provide the other directly or indirectly with certain information. The Parties undertake to use the information only in connection with the performance of the contract and undertake to take reasonable measures to prevent disclosure of the information except to its employees for the purposes of the performance of the contract.
- 16.3 Should any information be required to be disclosed to a third party, the Parties shall use their best endeavours to require proprietary or confidential treatment by the third party of the said information.
- 16.4 The Customer undertakes not to disclose the price of the product (as varied from time to time) to any third party.

17 Statutory provisions

The Parties undertake and warrant that they will comply with all applicable legislation, statutes, rules, and regulations ("legislation") from time to time relating to the use of the product. The parties hereby indemnify each other and hold each other harmless for all costs and expenses, penalties and fines incurred as a result of a failure by either party to comply with such legislation.

18 Data Protection

- 18.1 In performing this contract, the Parties are obliged to observe the statutory provisions concerning data protection and, in particular, adhere to the Protection of Personal Information Act 4 of 2013 and impose the obligation to comply with these regulations on their employees.
- 18.2 The Parties process the personal data they receive (names and contact details of the respective contact persons) exclusively for the performance of this contract and shall safeguard them. The Parties are obliged to delete the personal data as soon as its processing is no longer required. Any potential statutory

duties of storage remain unaffected hereby.

- 18.3 If, during the performance of the contract, one Party were to process personal data on behalf of the other Party on a contract basis, the Customer and FUCHS shall enter into an agreement with regard to processing.

19 Applicable law, jurisdiction, place of performance

- 19.1 The contractual relations in terms of this GTCs shall be exclusively governed by South African law to the exclusion of the provisions concerning the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 19.2 The place of performance for delivery is the place where, based on the contract, the goods must be delivered and/or the services must be rendered. The place of performance for payment is our registered office.

20 Trade Restriction

Our Products are subject to Sanctions Regimes and are prohibited from being sold, supplied, transferred, or exported, directly or indirectly, to or for use in Russia / Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of Ukraine.

The Customer must not, directly or indirectly, sell or re-export the Goods (including technical support or services related to such Goods or services to/ for use in Russia, Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of Ukraine. In case of violation, FUCHS is entitled (i) to terminate the entire or parts of the business relationship with the Customer with immediate effect, (ii) to stop any deliveries of Goods (including the rendering of Services) with immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

End