

Technical Advice Disclaimer and Limitation of Liability

Preamble

This Agreement sets forth the terms and conditions governing the provision of technical advice and associated limitations of liability between FUCHS LUBRICANTS SOUTH AFRICA Proprietary Limited and the recipient of such advice.

Article 1 Basis of Advice

- 1.1 Upon receiving a request for product specifications, our Advisers diligently base their recommendations on the specifications provided by you, alongside approvals and recommendations from FUCHS LUBRICANTS SOUTH AFRICA. This process relies heavily on the technical data sheets available to us when we provide the advice, and the Recipient acknowledges that such technical data may be updated or modified from time to time.
- 1.2 The advice, including but not limited to recommendations or information, whether verbal communications, email exchanges, or formal reports ("Advice") provided by FUCHS LUBRICANTS SOUTH AFRICA Technical Department ("Adviser / us") to the requestor ("Recipient / you") is based solely on the information provided by the Recipient to the Adviser. The Adviser has relied upon the accuracy, completeness, and reliability of the information provided by the Recipient without independent verification.
- 1.3 The Recipient acknowledges and agrees that elemental analysis will only be performed upon specific written request from the Recipient and subsequent written confirmation from FUCHS LUBRICANTS SOUTH AFRICA.

Article 2 Limitation of Liability

- 2.1 Notwithstanding anything to the contrary in this disclaimer, nothing will limit or exclude any liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, (iii) breach of any statutory implied warranties that cannot be

excluded, or (iv) any other liability that cannot be limited or excluded by applicable law.

- 2.2 Subject to the preceding paragraph and to the maximum extent permitted by applicable law for consumers covered by the Consumer Protection Act, 68 of 2008, FUCHS LUBRICANTS SOUTH AFRICA and its affiliates, officers, directors, employees, agents, partners, and licensors (collectively, the "Adviser Parties") will not be liable to the Recipient or any third party for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Adviser Parties have been advised of the possibility of such damages), resulting from the Recipient's use of or inability to use the provided information or services.
- 2.3 Without limiting the generality of the foregoing, the Adviser Parties' aggregate liability to the Recipient under this disclaimer will not exceed ZAR 5,000 (Five Thousand South African Rand).

Article 3 Indemnification

- 3.1 The Recipient acknowledges that any reliance on this Advice will be at the Recipient's own risk and agrees to indemnify and hold us harmless from any and all claims, losses, liabilities, expenses, and damages arising out of or in connection with the use of or reliance on the Advice provided, except to the extent such claims arise from the Adviser's gross negligence or willful misconduct; violation of applicable laws/regulations, breach of warranties, misuse of provided technical information, or

failure to follow provided instructions.

suit, action, or proceeding in such courts.

- 3.2 The Recipient agrees to indemnify, defend, and hold harmless the Adviser, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from any claim of a third party or parties that is based on: (i) the incorrect application of advice provided by the Adviser; (ii) any modification or adaptation of the advice without the Adviser's written consent; and (iii) any information, representations, reports, data or material provided by the Recipient to the Adviser, upon which such advice was based, except to the extent such claims arise from the Adviser's gross negligence or willful misconduct. This indemnification will survive for a period of 1 (one) year from the date of advice or the maximum period permitted by applicable law, whichever is longer.

Article 4 Modification and Amendment

- 4.1 This Disclaimer may be modified or amended at any time by the Issuer, FUCHS Technical Team, without notice to the Recipient. Any modifications or amendments will be effective immediately upon posting to the Issuer's official communication channels or upon direct communication to the Recipient, whichever occurs first. It is the Recipient's responsibility to review this Disclaimer periodically for any changes. Your continued use of the services or acceptance of our communications following the posting of changes to this Disclaimer will constitute your acceptance of such changes.

Article 5 Governing Law

- 5.1 This disclaimer shall be governed by and construed in accordance with the laws of the Republic of South Africa (RSA), without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this disclaimer shall be instituted exclusively in the High Courts of the Republic of South Africa. Each party consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such

Article 6 Acknowledgement and Consent

- 6.1 By accessing or using the information, materials, or services provided by FUCHS Technical Team ("Issuer"), you ("Recipient") hereby acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth in the disclaimer provided by the Issuer. You further acknowledge that the disclaimer has been made available to you prior to your use of the information, materials, or services, and you consent to the limitations of liability and disclaimers set forth therein.
- 6.2 This acknowledgement and consent are given freely and voluntarily, without any coercion or undue influence, and constitute a binding agreement between you and the Issuer regarding your use of the provided information, materials, or services. Your continued use of the information, materials, or services constitutes your ongoing agreement to these terms.

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