

TE CONNECTIVITY SOUTH AFRICA (PTY) LTD
(Company Registration number 2015/085111/07)
A TE Connectivity Limited entity

**General Terms and Conditions
of Business ("GTCs") TE
Connectivity South Africa
Proprietary Limited**

1. General

- 1.1 These general terms and conditions apply to every contract of sale of any goods, equipment, spare parts, apparatus, accessories and materials and/or for the supply of any service (together "goods") by TE Connectivity South Africa Proprietary Limited ("TE") to any person or entity placing an order on TE and/or at whose request any goods are supplied by TE ("the customer"), whether the contract arises out of an offer made by TE and accepted by the customer or from an order placed by the customer on TE and accepted by TE. For the avoidance of doubt, nothing contained in these GTCs shall operate to exclude or detract from a customer's statutory rights, including consumer rights under the CPA, which cannot be altered by contract.
- 1.2 If the customer's order incorporates any terms or conditions which are different from these terms and conditions, they shall not be effective unless TE expressly agrees thereto in writing.
- 1.3 These general terms and conditions, the customer's order, TE's acceptance of the customer's order, TE's offer (if any), the customer's specifications as accepted in writing by TE and the customer's acceptance of TE's offer (together "**this agreement/the contract**") constitute the sole record of the agreement between TE and the customer in relation to the subject matter thereof. To the extent permitted by law, neither party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. No addition to or alteration or variation, novation or agreed cancellation of the contract shall be binding upon the parties, unless the alteration or variation is expressly agreed to in writing by both parties.
- 1.4 **The customer acknowledges and agrees that the customer has been given an adequate opportunity to read the GTCs and that the customer is aware of all its terms, including those printed in bold.**

2. Offers, Documentation

- 2.1 An offer issued by TE does not constitute a contract unless acceptance thereof has been communicated to TE in writing, via telefax or e-mail by the customer before the offer lapses. Acceptance of an offer by the customer via email will only constitute acceptance if receipt of such e-mail is acknowledged by TE. An offer is only valid for the period stated thereon or thirty days, whichever shall be the shorter.
- 2.2 No particulars given in TE's catalogues, price lists or other documentation are binding on TE.
- 2.3 **The customer acknowledges and agrees that amendments to the agreed specifications, product designs and other changes may influence delivery dates and prices. TE will give reasonable notice of unavoidable delays and prior written notice of increase in prices.**
- 2.4 Drawings, documentation, samples and other materials remain the property of TE. No licenses are granted in any intellectual property rights of TE and its affiliated companies. Intellectual property rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially of materials which are protected by copyright, is prohibited without the consent of TE. On request, all such documents and samples must be returned to TE.

3. Prices

- 3.1 Unless another price has been quoted by TE and accepted by the customer in writing (which price will then apply) the price of goods sold and/or services rendered by TE will be the price set out in TE's offer as accepted by the customer.

- 3.2 Save in the case where the customer is South African (in which case prices are quoted in Rand) prices are quoted in the offered currency with packaging, exclusive of Value Added Tax, and save where otherwise agreed in writing, EXW TE Plant/Warehouse (Incoterms 2000).**(i.e. "ex works", which means that TE fulfils its obligation to deliver when the products are made available at the TE Plant /Warehouse), TE is not responsible for loading the goods on the vehicle provided by the customer or for clearing the products for export, unless otherwise agreed. The customer bears all costs and risks involved in taking the goods from the TE Plant/Warehouse to the desired destination.** The location of the TE Plant/Warehouse shall be determined from the information provided in the offer
- 3.3 Value added tax shall be payable by the customer.
- 3.4 Prices are subject to change, upon prior thirty (30) day written notice to the customer.
All agreed prices and payment terms remain valid for not more than twelve (12) months. If the customer declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one month of the notice to take part in such negotiations, TE is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by TE but not yet fully processed at the time notice is given, which orders will be processed in the normal course in accordance with the provisions of this agreement notwithstanding such termination. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing.
- 4. Delivery Lead-Times, Part-Delivery, Force Majeure**
- 4.1 If the delivery lead-time is indicated in the offer as a period (and not as a specific date) it begins upon the date of the written order confirmation based on the unchanged offer.
- 4.2 **Every delivery lead-time shall be suitably extended if required information or documents are not received in due time by TE from the customer, if these are subsequently amended by the customer with the consent of TE or if an advance payment is received late.**
- 4.3 TE will do all that it reasonably can to meet the stipulated dates and time for delivery of goods and services. TE cannot be held responsible for failure to perform or to deliver or for delays in performance or delivery due to circumstances beyond TE's control, such as adverse weather conditions, unpredictable delays caused by traffic congestion, diversions or road works, the unavailability of raw materials, strikes, power outages, industrial disputes and regulatory interference ("force majeure events"). TE will not be liable to the customer for any loss arising from any failure or delay in performance or providing services and/or goods resulting from force majeure events. TE will use reasonable endeavours to continue to perform in terms of this agreement as soon as performance becomes possible. TE may contact the customer to agree on alternative dates for delivery, but will not require the customer to accept delivery at an unreasonable time.
- 4.4 The customer agrees to accept part-deliveries. In the case of long-term supply contracts each part-delivery shall be regarded as a separate transaction.
- 5 Dispatch, Acceptance of the Goods by the Customer**
- 5.1 If acceptance is either delayed or rendered impossible for reasons for which TE is not responsible, TE is entitled to store the goods for the account and at the risk of the customer on its own premises or with third parties. The relevant obligations of TE regarding delivery of the goods shall then be deemed to have been performed.
- 5.2 If the customer does not timeously advise TE of its requirements in writing, the goods will be packaged for transport by road. The customer acknowledges and agrees that the standard TE packaging consists of cartons which are not suitable for stacking.
- 6 Documents, Payment, Offsetting, Interest on Late Payment**
- 6.1 If TE delivers goods to a crossdock from which they are forwarded to the final place of destination in another country by the customer, the customer shall be obliged to make available

to TE copies of the transportation documents. This clause 6.1 shall not apply to domestic supplies within South Africa.

6.2 At any point in time during the contractual relationship, the customer is obliged to ensure that TE is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the goods or services are ordered from TE.

6.3 Unless otherwise agreed in writing between TE and the customer, all invoices are payable net within 30 days after the statement date. TE shall be entitled to levy interest on all overdue accounts at a rate of 2,0% per month. The interest shall be reckoned from the day following the due date of the amount concerned until the date of payment, both days inclusive.

6.4 **Offsetting of counter-claims of all kinds is excluded, save where such counter-claim is not contested or is finally awarded.**

6.5 Where several claims are outstanding, TE will allocate payments as per the customer's remittance advise.

7 **Late Performance by the Customer, Insolvency**

7.1 **If the customer is late in making a payment, either in whole or in part, all payment obligations existing in relation to TE, including those arising from other contracts, shall fall due for immediate settlement. The same provision applies if the customer -**

7.1.1 **does not pay any amount payable to TE under this agreement on the due date;**

7.1.2 **is wound up, liquidated, dissolved, deregistered or placed under judicial management, in any event whether provisionally or finally and whether voluntarily or compulsory, or passes a resolution providing for any such event;**

7.1.3 **is deemed to be unable to pay its debts;**

7.1.4 **resolves that it voluntarily begin business rescue proceedings or has any business rescue proceedings commenced against it, as contemplated in section 132(1) of the Companies Act 71 of 2008;**

7.1.5 **has a judgment of a competent court issued against it for the attachment of assets or for payment of any amount and such judgement is not satisfied within seven (7) days after the date on which it is issued; or**

7.1.6 **compromises or attempts to compromise with its creditors generally or defer payment of debts owing by the customer to the customer's creditors.**

7.2 **In the event of late payment by the customer, TE, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.**

8 **Retention of Title**

The goods which have been sold in terms of the contract remain the property of TE until full payment of the sale price has been received by TE. If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of TE to require immediate return of the goods concerned and to arrange for the refund of any advance payment already received.

9 **Warranty**

9.1 When the goods are delivered to the customer, the customer may request a reasonable opportunity to examine those goods for the purpose of ascertaining whether the customer is satisfied that the goods -

9.1.1 are in accordance with the type and quality ordered by the customer;

- 9.1.2 the goods correspond in all material respects and characteristics with any samples and/or description provided by TE;
- 9.1.3 in the case of a special order, reasonably conform to the material specifications of the special order; or
- 9.1.4 are suitable for the purpose for which they have been bought.
- 9.2 If the customer seeks to return the goods for any lawful reason other than a product failure or defect and to obtain a full refund of any consideration paid for those goods, the customer must do so within 10 (ten) business days after the goods have been delivered to the customer, together with proof of payment. Subject to applicable law, TE retains the right to charge the customer a reasonable amount for use of the goods during the time they were in the customer's possession (except where the goods are returned in their original, unopened packaging), for any consumption or depletion of the goods and for necessary restoration costs to render the goods fit for re-stocking. The customer will not be entitled to return the goods and receive a refund if –
 - 9.2.1 for reasons of public health or otherwise, a public regulation prohibits the return of those goods; or
 - 9.2.2 after having been supplied to the customer, the goods have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.
- 9.3 If the customer returns the goods due to a product failure or defect, the customer shall do so within 12 (twelve) months after the goods have been delivered to the customer, provided that the customer is able to provide proof of payment. TE will, at its own discretion, either repair or replace the goods, or refund the amount paid for the goods. The customer will not be able to return the goods if the product failure or defect is attributable to non-compliance by the customer with the instructions provided by TE.
- 9.4 Product returns shall be subject to TE's then-current standard return acceptance process.

10. Liability

- 10.1 **To the extent permissible by law, liability of TE shall be limited in every case, even in the event of liability based on the infringement of intellectual property rights – to compensation for direct damages (i.e. re-installation or product exchange costs, sorting costs, direct labour costs or direct recall costs where recalls are mandatory under the applicable law). Any other liability including but not limited to loss of profit, loss of revenues, loss of data, loss of use, indirect, special, punitive or consequential damages, is hereby excluded. TE is only liable for damages to the extent that it has caused such damages at least by negligence.**
- 10.2 **To the extent permissible by law, in no event shall TE be liable for more than 5 percent of the value of the individual delivery concerned.**

11. Intellectual Property Rights

TE or its affiliated companies are and remain the owners of all intellectual property rights. In the case of orders whose performance includes development services, TE is the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the customer in the developing result or in intellectual property rights are not granted either implicitly or explicitly.

12. Trademarks

Trademark rights of TE or of companies affiliated to it are not transferred with the purchased object. The acquisition of products identified with trademarks of TE or with trademarks of its affiliated companies does not mean the acquisition of rights in such trademarks or the right to use them independently of the acquired product. To acquire such rights, a separate trademark right agreement must be concluded.

13. Confidentiality

The customer must keep secret all confidential information received from TE in the context of the business relationship and refrain from disclosing it to third parties.

14. Invalidity, Severability

Should any provision of these GTC be or become invalid, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which as far as possible satisfies the same legal, economic and originally intended purpose.

15. Place of Performance, Applicable Law and Place of Jurisdiction

15.1 For the avoidance of doubt, nothing contained in this clause 15 shall restrict the customer's right to submit a complaint to any other body in terms of applicable law, including consumer laws,

15.2 Should any dispute arise between the parties in connection with this agreement, or which relates in any way to any matter affecting the interests of the parties in terms of this agreement, that dispute shall, subject to 15.7, be referred to and be determined by arbitration in terms of the Rules of the Arbitration Foundation of Southern Africa ("**AFSA**").

15.3 Any party to this agreement may demand that a dispute be determined in terms of this clause by written notice given to the other party.

15.4 This clause shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

15.5 The parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the rules of AFSA, should any party by written notice given to the others require the arbitration to be held on an urgent basis. In such event, the parties agree to apply jointly to the AFSA secretariat as required in terms of the rules of AFSA to facilitate such urgent arbitration.

15.6 The decision of the arbitrator shall be final and binding on the parties and may be made an order of court at the instance of either of the parties. The parties hereby exclude all rights of appeal which might otherwise be conferred upon them by law.

15.7 The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated in this clause 15.

15.8 Notwithstanding anything to the contrary contained in this clause 15, TE shall be entitled at its election to institute any legal proceedings in a court of competent jurisdiction against the customer, without such dispute having been submitted to arbitration in terms of this clause 15. The customer hereby consents and submits to the jurisdiction of the South Gauteng division of the High Court, provided that the customer hereby agrees in terms of section 45 of the Magistrate's Court Act, No. 32 of 1944 that TE shall, at its election, be entitled to institute any legal proceedings in the magistrate's court having jurisdiction in respect of such proceedings in terms of section 28 of the Act, notwithstanding the fact that the value of the claim in question might otherwise exceed the jurisdiction of such magistrate's court.

15.9 The contract shall in all respects be governed by the law of the Republic of South Africa.

16. National Credit Act and Consumer Protection Act

16.1 The customer warrants that the customer is a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all its related juristic persons, at the time any order is placed or any quotation is accepted, equals or exceeds R1,000,000.00 (or the

relevant threshold determined in terms of the National Credit Act No 34 of 2005 (“**National Credit Act**”) or the Consumer Protection Act No 19 of 2002, (“**Consumer Protection Act**”) from time to time, whichever is higher.

16.2 If the National Credit Act nevertheless applies to this agreement, then and in that event the provisions of the National Credit Act schedule attached hereto as schedule 1 shall apply.

17. Domicile Address and Notices

17.1 The customer hereby chooses domicilium citandi et executandi (“**domicile address**”) for all purposes relating to this contract, including the giving of any notice, the payment of any sum, the serving of any process, the physical address, postal address and/or facsimile number set forth on the customer’s order or in the customer’s acceptance of TE’s quotation, as the case may be.

17.2 Unless the contrary is proven by the customer, any notice given or payment made by TE to the customer which is –

17.2.1 delivered by hand between the hours of 09:00 and 17:00 on any business day to the customer’s physical domicile address shall be deemed to have been received by the customer at the time of delivery;

17.2.2 posted by prepaid registered post to the customer’s postal domicile address for the time being shall be deemed (unless the contrary is proved by the customer) to have been received by the customer on the fourteenth day after the date of posting.

17.3 Any notice given by TE to the customer which is successfully transmitted by facsimile to the customer’s facsimile domicile address shall be deemed (unless the contrary is proved by the customer) to have been received by the customer on the day immediately succeeding the date of successful transmission thereof.

17.4 This 17 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the customer other than by a method referred to in this 17.

18. General

18.1 No extension of time or any relaxation or indulgence granted by TE to the customer shall operate as or be deemed to constitute a waiver by TE of any of its rights under the contract or a novation of any of the terms or conditions of the contract.

18.2 Without prejudice to any other provision of the contract, any successor-in-title, including any liquidator, curator or trustee, of either party shall be bound by the contract.

18.3 The contract may not be ceded or assigned by the customer without the prior written consent of TE.