

General Terms and Conditions of Sale

for goods supplied by

Reefer Air Flow Technologies (Pty) Ltd.
(RAFT)

27th January 2025

1. Applicability

The following terms and conditions shall constitute the sole contractual basis on which RAFT will supply goods to a purchaser, unless otherwise agreed in writing and signed by both parties. In the event of any conflict between these terms and conditions and any other written agreement, the terms of the most recent written and signed agreement shall take precedence.

By placing an order, transacting, or conducting business with RAFT, the CUSTOMER expressly acknowledges that they have read, understood, and accepted these terms and conditions in full. The CUSTOMER agrees unconditionally to be bound by these terms, irrespective of whether a formal signature is obtained, unless explicitly agreed otherwise in writing by RAFT.

In the absence of any alternative agreement, these terms and conditions shall govern all aspects of the business relationship between RAFT and the CUSTOMER. Any variation of these terms must be mutually agreed upon, reduced to writing, and signed by both parties to be effective.

2. Defined terms

The following definitions and rules of interpretation apply in this agreement:

CUSTOMER: CUSTOMER means any individual, company, or entity that purchases goods from RAFT, whether on a one-time or ongoing basis, under the terms and conditions set forth in this agreement.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

VAT: value added tax or any equivalent tax chargeable in the Republic of South Africa or elsewhere.

Total Liability: The total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement.

3. Price, Payment and Supply of products

3.1 The prices to be paid by the CUSTOMER for the products shall be as per RAFT's most recent quote. While RAFT will make reasonable efforts to inform the CUSTOMER of any price changes, it remains the CUSTOMER's responsibility to confirm the prices prior to placing an order.

3.2 Orders must be placed in writing on the CUSTOMERS official letter head and including the following information;

- (a) the full name or company name of the CUSTOMER,
- (b) complete billing and shipping addresses,

- (c). the CUSTOMER's contact details including email, phone number and domicilium citandi et executandi,
- (d) a clear description of the goods being ordered (including RAFT's part numbers as per the relevant quote, quantities, and any other distinguishing features),
- (e) the price of the ordered goods, clearly specifying whether the price is exclusive or inclusive of VAT and any other applicable taxes,
- (f) the total order amount, including any applicable taxes,
- (g) the shipping method or carrier who will collect the order on behalf of the CUSTOMER,
- (h) a unique order number or reference for tracking and future communication,
- (i) an authorised signature of the CUSTOMER (or authorized representative) confirming the order, or an electronic confirmation (e.g., email acknowledgment) if placed digitally.

If any of the above details are omitted, RAFTS's interpretation will be considered correct for all purposes.

3.3 Orders shall not be regarded as accepted by RAFT unless RAFT has communicated its written acceptance to the CUSTOMER.

3.4 RAFT shall endeavour to prepare all orders for collection within 5 working days of receipt of payment, however stocks are limited and subject to prior sales.

3.5 Unless alternative terms are agreed in writing and signed by both parties, all orders are strictly payable in full by electronic funds transfer against an invoice issued by RAFT in United States Dollars at the time of placement. No orders will be processed or prepared until full payment is received and cleared in the designated bank account as stated on the invoice. Payments must be made without any deductions, offsets, counter-claim, or withholdings (other than any deduction or withholding of tax as required by law).

3.6 All quoted prices are exclusive of VAT, where applicable, unless explicitly stated otherwise.

3.7 Invoices for goods supplied to customers within South Africa will include VAT at the applicable rate. Invoices for goods supplied to customers outside of South Africa will exclude VAT in accordance with Section 11(1) of the Value-Added Tax Act No. 89 of 1991.

3.8 Risk in the Products shall pass to the CUSTOMER immediately upon collection from the Seller's premises or designated point of dispatch, in accordance with the Incoterms® 2020 'Ex Works' (EXW) terms. The Seller shall bear no responsibility for any loss, damage, or deterioration of the Product once it has been made available for collection by the CUSTOMER or their appointed carrier.

3.9 RAFT may, at its option, repair or replace any defective Products, or refund the price of any defective Products (together the Remedies).

3.10 As between RAFT and the CUSTOMER, the CUSTOMER is solely responsible for the collection, remittance and payments of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease, transport or other distribution of the Products.

4. Claims

4.1 RAFT will not, in any way, be liable for damages as a result of use of, advice regarding or application of its products other than as expressly recommended, advised or approved respectively by RAFT.

4.2 No claims will be considered until RAFT has thoroughly investigated the matter and received all relevant details, including confirmation of batch numbers, order numbers, and invoice numbers. Additionally, the CUSTOMER must provide reasonable confirmation that the products were used in accordance with RAFT's recommendations and were not damaged after the risk passed to the CUSTOMER.

4.3 All claims must be submitted to RAFT as soon as reasonably possible and no later than one month from the date the CUSTOMER receives the goods.

4.4 RAFT reserves the right to reject any claim if a reasonable sample of the product related to the claim is not made available for inspection at a location designated by RAFT, with all associated costs to be borne by the CUSTOMER.

5. Limitation of liability

5.1 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and

5.2 Subject to clause 5.1, RAFT's total liability in relation to any defective goods shall be limited to, at RAFT's sole discretion;

- (a) the replacement of the defective goods at RAFT's cost, or
- (b) a refund of the purchase price for the defective goods, which shall be limited to the value of the goods supplied under the relevant order.

In relation to any monetary claims (excluding defective goods), RAFT's liability shall be limited to the total value of the goods supplied under the relevant order in which the claim arose.

5.3 Subject to clause 5.1, the types of loss listed under this clause are wholly excluded by the parties:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

6. Trade Marks and Intellectual Property Rights

RAFT retains exclusive title to and exclusive ownership of all Intellectual Property Rights in or relating to the Products and all information, know-how and materials supplied.

7. Confidentiality

7.1 Each party undertakes that it shall not at any time disclose to any person confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of the other party's affiliates, except as permitted in this agreement.

7.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

RAFT may share confidential information with its affiliates and its and their employees, officers, representatives, auditors and advisers.

7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8. Force Majeure

8.1 Force Majeure Events: Neither party shall be deemed in breach of this agreement, nor shall they be liable for any delay in performance or failure to perform any of their obligations under this agreement, if such delay or failure results from events, circumstances, or causes beyond their reasonable control (a "Force Majeure Event"). For the purposes of this agreement, Force Majeure Events include, but are not limited to;

(a) Acts of God (e.g., hurricanes, earthquakes, floods, fires, pandemics, and other natural disasters),

(b) War, terrorism, riots, civil commotion, or acts of civil or military authority,

(c) Strikes, lockouts, or other industrial disputes (whether involving RAFT's workforce or that of a third party),

(d) Epidemics, pandemics, or other health-related emergencies (including government actions related to such events),

(e) Failure of or disruption to power or telecommunication services,

(f) Government actions, changes in law, regulations, or public policy (e.g., changes to import/export regulations or trade restrictions),

- (g) Delays in transportation, including shipping and customs clearance,
- (h) Shortages or unavailability of materials or products required for manufacturing or shipping,
- (i) Any other event, circumstance, or cause that is beyond the reasonable control of the affected party.

8.2 Notification of Force Majeure Event: The affected party shall notify the other party as soon as reasonably possible upon becoming aware of the Force Majeure Event. Such notice must include;

- (a) A description of the nature of the Force Majeure Event,
- (b) The expected duration of the Force Majeure Event or the anticipated impact on performance of obligations under this agreement,
- (c) An outline of the steps being taken to mitigate the impact of the Force Majeure Event on performance.

8.3 Extension of Time for Performance: In the event of a Force Majeure Event, the time for performance of the affected obligation(s) shall be extended for a period equal to the duration of the Force Majeure Event. The affected party shall not be liable for any delays or non-performance due to such an event during this period.

8.4 Obligations to Mitigate: Each party agrees to take all reasonable steps to mitigate the impact of a Force Majeure Event on their ability to perform their obligations under this agreement, including sourcing alternative supplies or means of performance where possible.

8.5 Termination in Case of Extended Force Majeure: If the Force Majeure Event persists for more than 60 days and significantly impedes the performance of this agreement, either party may terminate this agreement by providing written notice to the other party. In such cases, neither party shall be liable for any costs, damages, or losses arising from the termination, except for amounts due for performance up to the date of termination.

8.6 Force Majeure Exclusions: Notwithstanding anything to the contrary, the following shall not constitute a Force Majeure Event;

- (a) The financial inability of a party to perform its obligations under this agreement,
- (b) A party's failure to perform due to ordinary business risks or operational inefficiencies,
- (c) Delays or failures caused by a party's negligence or wilful misconduct.

8.7 Effect of Force Majeure on Payment Obligations: In the event of a Force Majeure Event, the CUSTOMER's obligation to pay for goods delivered, or services rendered, prior to the Force Majeure Event will remain unaffected. However, payment obligations related to any delayed or non-performed obligations during the Force Majeure Event may be postponed until performance is resumed.

9. Entire agreement

9.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and

understandings between them, whether written or oral, relating to its subject matter, unless expressly agreed otherwise in writing and signed by both parties.

9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10. Variation

These terms and conditions are subject to change without notice. The CUSTOMER is advised to check the publication date of the latest version, located at the bottom of each page on RAFT's website (www.reeferairflow.com), to ensure they are in agreement with the most current version.

11. Assignment and other dealings

RAFT may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

12. Waiver

12.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.2 A failure or delay by RAFT to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall not affect the validity and enforceability of the rest of this agreement.

14. Notices

14.1 Any notice, request, demand, or communication required or permitted under this agreement must be delivered in writing and may be delivered by any of the following methods:

(a) **Personal delivery**, in which case the notice will be deemed received on the date of delivery as indicated on a receipt signed by the recipient;

(b) **Email**, with a read receipt confirming delivery, in which case the notice will be deemed received on the date the read receipt is acknowledged, provided the sender retains a copy of the email and confirmation of receipt;

(c) **Courier or postal service**, to the address specified below, in which case the notice will be deemed received on the date it is delivered, or 15 working days after posting if sent internationally;

14.2 Notices to the CUSTOMER should be sent to the address, email, or other contact details provided by the CUSTOMER on their order at the time of placing the order or as updated in writing thereafter.

14.3 Notices to RAFT should be sent to the registered office address or email address provided on the RAFT website or any other contact details RAFT has provided to the CUSTOMER."

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. Governing Law & Jurisdiction

16.1 Governing Law

This agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflicts of law principles.

16.2 Jurisdiction

The parties agree that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, including any dispute relating to the existence, validity, or termination of this agreement.

16.3 Alternative Dispute Resolution

The parties may agree to resolve disputes through arbitration or mediation before initiating any court proceedings, as outlined in a separate agreement, if applicable.

17. Other terms and conditions

17.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

17.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

17.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

17.4 This agreement shall be binding on, and endure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

17.5 All business communications, including but not limited to orders, invoices, notices, and correspondence, shall be conducted in English. The CUSTOMER acknowledges and agrees that RAFT reserves the right to disregard, reject, or otherwise not respond to any communications or documents submitted in any language other than English. Furthermore, should any dispute arise regarding a non-English communication, RAFT shall not be held liable for any misunderstandings, delays, or other issues resulting from the use of a language other than English. RAFT may, at its discretion, request that such communications be translated into English, and the CUSTOMER shall bear the cost of any such translation.