

Lesedi Nuclear Services General Terms and Conditions

- ¹The Buyer referred to below is Lesedi Nuclear Services (Pty) Ltd and the Seller is the vendor to whom the Buyer is making the offer.
- ACCEPTANCE:** A) This order is Buyer's offer to Seller and does not constitute an acceptance by Buyer of any offer to sell, quotation or proposal. Any reference to offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this order. This order consists only of the terms contained herein and on the face of this order and any supplements, specifications or other documents expressly incorporated therein by reference. B) *It is expressly agreed that Seller's acknowledgment or confirmation of this order, or shipment of the goods or performance of the services called for by this order shall constitute agreement by Seller to the terms and conditions of sale contained in this order. This order supersedes all other writings and is expressly conditional upon Seller's acceptance.* Any additional, or different terms or conditions contained in any acknowledgment of this order by Seller shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any circumstance binding upon Buyer unless accepted by Buyer in writing.
- NON-ASSIGNMENT:** Assignment by Seller of this order or any part thereof without the written consent of Buyer shall be void.
- GOVERNMENT REGULATIONS:** Seller shall, in connection with any goods or services or workmanship provided by Seller hereunder, comply with all applicable state and local laws, rules, and regulations, and indemnify and hold Buyer harmless from any claim, fine, penalty or proceeding resulting therefrom. Seller certifies that it is in compliance with the Labour Relations Act (Act No. 66 of 1995 (as amended)); the Occupational Health and Safety Act (Act No. 85 of 1993) and the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993):
- INDEMNITY AND INSURANCE:** Seller shall defend and indemnify Buyer against all damages, liabilities, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from any defect in the goods or services purchased hereunder or from any failure by Seller to fully comply with the provisions of this purchase order or any act or omission of Seller, its agents, employees or sub-contractors. Seller shall maintain an acceptable level of general liability insurance (including products and completed operations liability and contractual liability) and automobile liability insurance (including liability for hired and non-owned vehicles) commensurate to the level of business it is conducting. Seller shall also maintain worker's compensation and employer's liability to comply with statutory requirements. Higher limits of insurance may be required as determined by the Buyer and requested elsewhere in this order, as will adequately protect Seller and Buyer against damages, liabilities, claims, losses, and expenses. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.
- TIME OF PERFORMANCE:** As to Seller's obligations under this purchase order, time is of the essence.
- UNLESS OTHERWISE SPECIFIED ON THE FACE OF THIS ORDER, ALL RISK OF LOSS OR DAMAGE TO THE MATERIAL OR EQUIPMENT FURNISHED UNDER THIS ORDER SHALL PASS TO BUYER UPON DELIVERY AND ACCEPTANCE BY BUYER. TITLE SHALL PASS TO BUYER, F.O.B. COMMON CARRIER, AT POINT OF DESTINATION.**
- TERMINATION:** Buyer may at any time terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination. Seller shall use its best efforts to minimize expenses through recovery from salvaging and other utilization opportunities. **IN NO EVENT SHALL SELLER BE ENTITLED TO PAYMENT IN EXCESS OF THE PURCHASE ORDER PRICE AND SELLER SHALL NOT BE ENTITLED TO CLAIM ANY FORM OF CONSEQUENTIAL LOSSES.**
- CANCELLATION FOR DEFAULT:** A) In the event Seller is placed under provisional or final liquidation, makes a general assignment for the benefit of its creditors or if a liquidator / judicial manager is appointed on account of Seller's insolvency, or in the event Seller does not correct any default of Seller to comply with any of the provisions or requirements of this Order after being notified promptly of such default by Buyer, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have under this Order or at law, terminate further performance by Seller of this Order in whole or in part. B) Buyer may cancel this order in whole or in part in the event that Seller fails or refuses to deliver any of the materials purchased within the time provided, or otherwise violates any of the conditions of this order, or if it becomes evident that Seller is not conducting the work in accordance with specifications, or with such diligence as to permit delivery or complete performance on or before the delivery completion date. C) In the event of such termination under A) or B), Buyer may complete the performance of this Order by such means as Buyer selects and Seller shall be responsible for any additional costs or damages incurred by Buyer in so doing. Any amount due Seller for work delivered by Seller in full compliance with the terms of this Order prior to such termination shall be subject to set off of Buyer's additional costs of completing the Order and damages incurred by Buyer as a result of Seller's default. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this Order or of any subsequent default by Seller. Buyer shall have all of the rights and remedies prescribed by law for Seller's default, in addition to those specifically provided for herein. Acceptance by Buyer of all or any part of the material shall not constitute a waiver of any claims which Buyer may have for delays in delivery. When termination hereunder is only partial, Seller shall continue the performance of this order to the extent not terminated.
- PROPRIETARY INFORMATION:** The specifications, drawings, designs, manufacturing data, intellectual property and other information transmitted to Seller by Buyer in connection with the performance of this purchase order or developed by Seller under this purchase order are the property of Buyer and materials transmitted to Seller are disclosed in confidence upon the condition that they are not to be produced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of Buyer. Seller shall not disclose any information concerning Buyer's or its customer's premises or personnel.
- PATENTS:** Seller agrees, at its own expense, to defend any suit or action against Buyer or against those selling or using the goods or services covered by this order for alleged infringement of patent, trademark, copyright or invention rights arising from the sale or use of such goods or services and to indemnify and hold Buyer harmless from any damages, liabilities, claims, losses and/or expenses (including attorneys' fees) paid or incurred by Buyer, in connection with any such suit or action, whether against Buyer or against those selling or using the goods or services covered by this order; provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses, or expenses arising out of compliance by Seller with specifications furnished by Buyer.
- CHANGES AND MODIFICATION OF AGREEMENT:** A) Buyer may at any time, by written purchase order revision, make changes in the scope of work to be provided hereunder including changes to drawings and specifications as deemed necessary by

- Buyer. If such change will affect the price or delivery date for such services, Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. All claims by Seller for adjustment under this paragraph must be asserted within 20 days from the date the change is ordered by Buyer. Seller shall not suspend performance (except for work affected by change) of this purchase order while Buyer and Seller are in the process of making such changes and any related adjustments. B) Changes to the work by Seller shall be made only with the prior written authority of Buyer. No other changes, modifications, substitution of material, alteration or waiver of or to the provisions of this purchase order shall be effective unless made or accepted in writing by an authorized representative of Buyer. Any work or services performed by Seller in the absence of such written authorization shall be at Seller's risk and Buyer shall have no obligation to pay for such work or services. C) The Seller is obliged to inform the Buyer within a period of two weeks from the date Seller becomes aware of any event which may affect the price or delivery date of such work or service or may impair the performance of such or other work or services.
- WARRANTY:** Seller expressly warrants that all goods to be supplied hereunder shall conform to the specifications, drawings, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects and that goods of Seller's design will be free from defect in design. Seller agrees to warrant the goods for two (2) years from delivery, unless a different period of guarantee is provided in this order. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use. Seller warrants that the services provided hereunder shall conform to the specifications, drawings, samples, and other descriptions upon which this Order is based, shall conform with the highest accepted standards of care and practice appropriate to the nature of the technical or professional services rendered, shall be free from defects and that the recommendations, guidance and performance of its personnel shall reflect the best professional knowledge and judgment. This warranty shall run to Buyer, its successor, assigns and customers and the user of its products. In addition to any other remedies available to Buyer, Seller agrees to replace or correct defects (including labor and transportation) in any goods or reperform services not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such non-conformity by Buyer. Replaced material or components thereof or reperformed services shall be warranted on the same basis as the original material, component or service. In the event of failure by Seller to promptly correct defects in or replace non-conforming goods or reperform non-conforming services, Buyer, after reasonable notice to Seller, may reperform or have the services reperformed by others or make such corrections or replace such goods and charge for the costs and expenses incurred by Buyer thereby.
 - TAXES:** The contract price includes any present and future state, local or other taxes, duties, fees, and other charges levied against the Seller and applicable to this Contract or the material, equipment or services covered, hereunder. The contract price also includes the taxes, if any, levied on wages and/or salaries paid to the Seller's employees.
 - INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor with respect to any goods, services, or workmanship provided by Seller hereunder. Neither Seller nor its subcontractors, nor the employees of either, shall be deemed to be servants, employees, or agents of the Buyer.
 - GOVERNING LAW:** This order shall be construed and interpreted in accordance with the laws of the Republic of South Africa without application of any conflict of law statutes.
 - ACCESS TO WORK:** The Buyer and its Customer shall at all times have access to all places of manufacture where equipment or materials are being made or prepared for use under this purchase order and they shall have full facilities for unrestricted inspection of such equipment or materials and full access to all manufacturing records including materials and inspection records for a complete review or audit.
 - PAYMENT:** Separate original invoices are required per purchaser order. Discount period and net payment period will be calculated from date of receipt of materials, services, and/or invoices; whichever is later. Payment of invoice does not constitute inspection and acceptance of material covered by this order.
 - BUYER APPROVALS:** Approvals provided by Buyer of Seller's designs, drawings, samples, test results, procedures, processes, schedules, etc., as may be called for under this order are intended only for the purpose of assuring Buyer that Seller is proceeding in a manner which it appears will result in a product meeting the requirements of the order. No such approval shall in any way limit or diminish Seller's warranties hereunder, or relieve Seller of its responsibility for designing and producing the goods and/or services to be supplied hereunder, or be construed to imply that Buyer acknowledges or warrants to Seller in any manner whatsoever that Seller's work will result in a finished product which will satisfy the requirements of this order.
 - NOTICE OF LABOUR DISPUTES:** Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information with regard thereto.
 - Disputes:** The parties shall work to resolve any dispute in a timely manner. During the pendency of any dispute, the Seller shall proceed diligently with the performance of the terms of this order. The parties shall first attempt to resolve all disputes at the lowest level practicable within the respective organizations. If any such dispute cannot be resolved within fifteen (15) days at a low level, it shall be referred to the Buyer's and Seller's senior management for consideration and resolution. If after fifteen (15) additional days of consideration, the parties are unable to resolve the dispute either party may pursue such litigation as they deem appropriate.
 - Site Security Requirements** – Seller shall comply with all requirements for site access to commercial nuclear facilities and / or other restricted sites in connection with work performed for the Buyer. Vehicles may be searched for prohibited items: Cameras, Firearms & Ammunition, Explosives, Incendiaries, Illegal Drugs, Alcohol, Radioactive Materials, or any article that is illegal. All hand carried items in the possession of personnel entering the facility are subject to search for prohibited articles. Hand carried items include, but are not limited to: pocket books, books, lunch bags and containers, umbrellas, boxes, brief cases, coats and hats. Items such as the following are prohibited:
 - Alcoholic Beverages or illegal drugs
 - Any form of firearm or live ammunition
 - Explosive devices
 - Any weapon designed or intended to propel a missile of any kind.
 - Any form of knives, other than plastic eating utensils.

Seller shall immediately inform the Buyer in the event of any incident involving a potential violation of site access rules that may occur at a nuclear site relating to this order/contract.