

---

**RPS CC**  
**(RESIN PROCESSING SOLUTIONS)**  
**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS: -**

In these Terms and Conditions the following words shall have the meanings ascribed to them herein: -

- 1.1. "Customer" means any third party with whom RPS contracts and to whom it will supply Goods or Services.
- 1.2. "Commencement Date" means the date upon which the Customer takes delivery of Goods as stipulated in clause 8 hereof.
- 1.3. "Consumer Protection Act" means the Consumer Protection Act, No 68 of 2008 as amended from time to time (the "CPA")
- 1.4. "Delivery" means the date upon which Goods are delivered, as stipulated in clause 8 hereof, by RPS and accepted by the Customer.
- 1.5. "Goods" means equipment and spare parts.
- 1.6. "Parties" means RPS and the Customer.
- 1.7. "Return Date" means the earliest date the Customer may return the Goods in accordance with clause 18 of this agreement.
- 1.8. "Returned Goods" means any, undamaged, Goods which the Customer returns to Robatech in accordance with clause 18 of this agreement.
- 1.9. "RPS" means Resin Processing Solutions CC, a Close Corporation duly incorporated in terms of the Close Corporations Act with registration number **1991/016125/23**
- 1.10. "Invoice" means the invoice to be used and issued by RPS for placing an order for specific quantities of the Goods and/or Services and which may contain details of pricing, specifications of Goods and/or Services and other information determined by RPS at its sole discretion for purposes of this agreement.
- 1.11. "Services" means the installation, commissioning and training associated with the sales of equipment or any single aspect thereof.

**2. INTERPRETATION: -**

The headings used in this agreement are for convenience only and are not to be taken into account for the purpose of interpreting this agreement.

**3. APPLICABILITY OF TERMS AND CONDITIONS: -**

- 3.1. All sales and Services by RPS, whether directly or indirectly, are undertaken subject to these terms and conditions.
- 3.2. An agreement shall only be concluded between RPS and a Customer once the Customer has accepted the quotation provided to it by RPS and RPS has in turn submitted its written order acknowledgement to the Customer.
- 3.3. These terms and conditions supersede all previous negotiations, terms, conditions and agreements between RPS and the Customer in relation to the Services and all Goods to be supplied by Robatech and all other terms and conditions, express or implied, are hereby excluded.
- 3.4. Robatech shall not be bound by any variation of these terms and conditions unless such variation is reduced to writing and signed by Robatech and the Customer or their respective duly authorised representatives.

**4. APPLICABILITY OF SPECIAL REGULATIONS AND STANDARDS: -**

- 4.1. The Customer shall, at the latest when requesting a quotation from RPS, draw RPS's attention to any regulations and standards which specifically apply for the products or Services, their operation and the prevention of diseases and accidents.
- 4.2. Should the Customer fail to draw RPS's attention to such regulations and standards, RPS shall supply the Goods or render the Services in compliance with its own internal standards.
- 4.3. The CPA shall apply to these terms and conditions unless specifically excluded in terms of s5 of the CPA.

**5. PRICE: -**

- 5.1. The price for the Services or Goods shall be the price set out in RPS's order acknowledgement.
- 5.2. Any price listed in RPS's brochures and price lists will only be binding if this is expressly confirmed in the order acknowledgement. The prices valid at the time of ordering shall apply.
- 5.3. If, in the period between confirmation of the order and delivery of Goods, the exchange rate should deteriorate by more than 3%, RPS reserves the right to adjust the price of the Goods accordingly.
- 5.4. The Customer shall pay a deposit in the amount of 60% before RPS will place any orders on the Customer's behalf.
- 5.5. Once the deposit has been paid and the order has been placed, the Customer cannot cancel the order or resile from this agreement save as a result of RPS's breach and then only in accordance with the provisions of clause 17.

**6. PAYMENT: -**

- 6.1. Payment, by the Customer, shall be made without any set off or deduction strictly within 30 (thirty) days from the date of invoice.
- 6.2. Payment shall be made by the Customer in South African currency, free of bank and other charges at such address in the Republic of South Africa as RPS may require, unless other terms have been agreed upon in writing.
- 6.3. If RPS accepts a draft or cheque on the basis of a special written agreement, the costs of discounting and payment shall be borne by the Customer.
- 6.4. Any amount not paid by the Customer on the due date will bear interest at the rate of 4 percentage points above the operating prime rate until it is paid.

**7. DISCOUNTS: -**

- 7.1. The agreed price is strictly nett and not subject to any discount unless otherwise agreed to in writing.

7.2. If any discount is agreed to in writing it shall only be allowed if payment is received by RPS by the due date thereof and shall only be calculated on the nett price of the Goods themselves.

8. **DELIVERY: -**

- 8.1. Delivery of Goods shall be made to the Customer at RPS's premises.
- 8.2. Goods delivered shall be exclusive of Customs clearance, packing and insurance, which charges shall be paid by the Customer.
- 8.3. **All risk in and benefit of the Goods will pass to the Customer on delivery and RPS shall not be responsible for the arrival of the Goods at their destination or for any loss or damages to the Goods from any cause whatsoever, while in transit.**
- 8.4. **Any costs, taxes or levies not specifically agreed on between RPS and the Customer and which are levied on RoPS, shall be passed on to the Customer. The Customer indemnifies Robatech against such costs, taxes or levies.**
- 8.5. Should RPS at the Customer's request agree to engage a carrier to transport the Goods for the Customer then:
  - 8.5.1. RPS is authorised to engage a carrier on such terms and conditions as it deems fit; and
  - 8.5.2. **the Customer shall indemnify RPS against all demand and claims which may be made against it by the carrier so engaged and all liability which RPS may incur to the carrier arising out of the transportation of the Goods.**
- 8.6. Delivery times shall be set out in the quote given to the Customer. The delivery date shall be the date on which the Goods are handed to a transport company or on which the Customer is advised that the Goods can be collected. RPS shall, to the best of its ability keep to the agreed delivery times. If the delivery cannot be made on the agreed date, RPS shall advise the Customer thereof in writing.
- 8.7. Notwithstanding any other provision in the agreement to the contrary, RPS's obligation to deliver the Goods shall in all cases be subject to the following conditions:
  - 8.7.1. the availability to RPS of all materials and supplies required for the manufacture of the Goods or their components where the Goods or components in question are being manufactured by RPS.
  - 8.7.2. the timeous receipt by RPS from its own suppliers of the Goods or their components where the goods or components in question are not being manufactured by RPS
  - 8.7.3. the timeous receipt by RPS of any instructions required by RPS from the Customer for the manufacture or purchase of the Goods.
- 8.8. Failure by RPS to deliver on time shall not entitle the Customer to cancel the agreement. As pre-estimated liquidated damages, the Customer can claim compensation equivalent to 0.25% of the value of the Goods per week of delayed delivery up to a maximum amount of 2% of the value of the Goods. No such claim shall lie for the first two weeks of a delay and the compensation shall in any event only be claimable if the Customer can prove that it has in fact suffered damages. The compensation is in lieu of damages and not in addition thereto.
- 8.9. If the Customer fails to take delivery of the goods on due date for delivery, then:
  - 8.9.1. **the risk shall immediately pass from RPS to the Customer.**
  - 8.9.2. the Customer shall pay to RPS on demand the reasonable costs (including storage and insurance) of keeping the Goods during the period of that delay.
- 8.10. If delivery is to be made in installments then the provisions of this clause 8 shall apply to each installment.
- 8.11. Time shall not be the essence of the agreement.

9. **OWNERSHIP: -**

Notwithstanding prior delivery and the passing of risk, ownership of and title to Goods shall remain vested with RPS until the purchase price, and any other amounts owing to RPS in respect of the Goods or Services thereof, have been paid in full and without set-off, on which date ownership of the Goods will be deemed to be transferred to the Customer. Until the date of transfer of ownership, the Customer will not do or omit to do anything which may adversely affect RPS's proprietary rights in and to the Goods. In addition, the Customer agrees that until the date of transfer of ownership, regardless of whether or not such Goods have been installed, that the Goods shall at all times remain separately identifiable regardless of whether the Goods have been installed or not.

10. **RISK: -**

**Subject to clause 8.9.1. above, the risk shall pass to the Customer when Goods leave RPS's premises.**

11. **PRODUCT LIABILITY: -**

- 11.1. **RPS shall be deemed exempted from and shall not be liable under any circumstances whatsoever of:**
  - 11.1.1. **any direct or consequential damages of any nature or any loss of profit or special damages of any nature, and whether in the contemplation of the Parties or not, which the Customer may suffer as a result of any breach by RPS of its obligations under this agreement.**
  - 11.1.2. **any negligence on its part or that of its servants or agents in carrying out any of its obligations under this agreement (save for gross negligence or willful intent).**
  - 11.1.3. **any claim for any alleged shortage in delivery or failure of the Goods to comply with the agreement, unless written notice of the claim is received by RPS within 7 (seven) days after receipt of the Goods by the Customer.**
- 11.2. **The Customer shall not have any claim of any nature whatsoever against RPS for any failure by RPS to carry out any of its obligations under this agreement as a result of *vis major*, labour or materials, delays in transport, accidents of any kind, any fault or delay by any sub-contractor or supplier of RPS, plot, political or civil disturbances, the elements, any act of any State or Government or any other authority, or any other cause whatsoever beyond RPS's control.**
- 11.3. RPS's maximum liability, whether arising from breach of the agreement, delict, strict liability, breach of warranty or otherwise shall not exceed the agreed price (save for gross negligence or willful intent).

12. **PRODUCT DOCUMENTATION: -**

- 12.1. RPS shall prepare and provide the Customer with the appropriate documents concerning commission, operation and maintenance of the products delivered. No production drawings will be submitted.
- 12.2. All intellectual property rights in and to the documents, products and software belong to RPS, irrespective of whether such documents were prepared before or after conclusion of the agreement. The Customer may use such documents for internal purposes exclusively and may not copy such documents in any manner or disclose the contents thereof to third Parties.

13. **SUSPENSION OF ROBATECH OBLIGATIONS: -**

If any amount owed by the Customer to RPS from any cause whatsoever, whether under the agreement or not, is not paid on the due date for the payment of such amount, then, without prejudice to any other right which it may have, RPS may:

- 13.1. require that all amounts then owed to it by the Customer, from any cause whatsoever (and whether under the agreement or not) shall immediately become due and payable;
- 13.2. retain in its possession any Goods of the Customer until all those amounts have been paid;



- 13.3. until payment is made, suspend the carrying out of its then uncompleted obligations from any cause whatsoever (including but not limited to outstanding service) and whether under this agreement or not;
- 13.4. Terminate any credit facilities granted to the Customer, whether under this agreement or not.

14. **WARRANTY: -**

- 14.1. RPS warrants to the Customer that the goods will be free from defects in material and workmanship provided the goods are used and maintained in accordance with operating, maintenance or any instructions supplied by RPS in manuals or other documentation, which warranty shall under no circumstances exceed the warranty from RPS's suppliers.
- 14.2. In the event of non-compliance with the warranty, RPS shall at its option modify, adjust, repair, replace the Goods or refund the purchase price.
- 14.3. RPS assumes no responsibility for the quality or performance of adhesive or other materials used with the Goods.
- 14.4. Using non-RPS or non-approved repair or replacement parts will void any approvals obtained on the Goods. Damage to/failure of the Goods caused by use of non-RPS or non-approved repair or replacement parts will not be covered by this warranty.
- 14.5. The sole liability of RPS and the exclusive remedy of the Customer arising out of the performance of Services or supply of the Goods, whether arising under this agreement, delict (including negligence), strict liability or otherwise shall be the modification, adjustment repair or replacement of Product, re-performance of the Services or refund of the purchase price (save for gross negligence and willful intent).
- 14.6. RPS and the Customer agree that, in consideration of the above express warranty and any performance guarantee(s) specifically set forth in RPS quotation/proposal, all other warranties and guarantee(s), either expressed or implied, including warranties of merchantability and fitness for a particular purpose, are excluded from the agreement.
- 14.7. The Customer shall immediately on receipt inspect or arrange for the inspection of a component delivered by RPS.
- 14.8. RPS shall only be liable on a warranty if the inspection is conducted and any deficiencies are notified in writing within eight (8) days of the receipt of the Goods by the Customer. The notification of deficiencies must contain a comprehensive and accurate description of such deficiencies.
- 14.9. RPS guarantees that ordered Goods as individual components will function as described in the acknowledgement.
- 14.10. RPS does not guarantee the materials to be processed, the Customer's basic machine or the end product resulting therefrom. The Customer shall in all cases be responsible for evaluating the carrier materials, basic machine and adhesive.
- 14.11. Unless the Parties agree, in writing, otherwise, any samples that RPS had produced in the laboratory or during other tests and which had been approved by the Customer shall be the model / criteria for the application pattern to be achieved. Such specification shall be deemed to have been met if RPS is able to re-produce the pattern with the delivered component.
- 14.12. RPS only guarantees the correct functioning of a component or an overall system for the application with the materials specified in the agreement. RPS does not guarantee the function and life of the component in case of unknown materials, abrasive and aggressive mediums or if the Customer did not inform RPS of the particular operating conditions or if anything was not adequately dimensioned outside the powers of RPS.
- 14.13. RPS does not warrant or guarantee parts that are not specified or not supplied by RPS.
- 14.14. RPS does not warrant or guarantee wear parts. The warranty is null and void if the Customer or any operator of the system modifies the component or has it modified or uses any non- original parts without RPS's prior written approval.
- 14.15. The warranty does not cover damages resulting from incorrect electrical connection, in-proper operation, in particular from the mixing of different glues or consumables or from acts of God (*vis major*).
- 14.16. **RPS's liability is limited to replacing or, at RPS's sole discretion, repairing the part which RPS recognizes as being deficient. In the event that the Customer fails to allow RPS's personnel access during normal working hours in order to replace or repair the part, the guarantee shall lapse.**
- 14.17. RPS's warranty obligation exists for the first 2000 operating hours or 12 months from delivery of the components, whichever occurs first.
- 14.18. The warranty does not cover: -
  - 14.18.1. Wear and tear;
  - 14.18.2. Damage caused by the use of abrasive, chemically aggressive, filled or other not homoglated glue;

15. **PROPRIETARY INFORMATION: -**

- 15.1. The Customer agrees that any data, such as RPS's specifications, drawings, software and information (including, without limitation, designs, reports, software documentation, manuals, models, process information and the like), revealed by RPS to the Customer and containing confidential or proprietary information, whether or not marked or identified as proprietary or confidential, shall be kept in confidence by the Customer with at least the same care and safeguards as are applied to the Customer's own proprietary information but in no event less than a reasonable degree of care.
- 15.2. Such information shall only be used by the Customer to fulfill its obligations under this agreement and shall not be duplicated, disclosed to others or used in any other manner without the prior written consent of RPS.
- 15.3. These obligations shall not apply to:
  - 15.3.1. any information that is in or comes into the public domain without violation of this agreement; or
  - 15.3.2. is received lawfully and on a non-confidential basis by the Customer from a third party subsequent to this agreement, provided that such third party is not and was not prohibited from disclosing such information to the Customer by any fiduciary or contractual obligation; or
  - 15.3.3. is developed by the Customer independently and without benefit of information received from RPS as established by documentary evidence.
- 15.4. The Customers shall return or destroy all documents, copies, notes or other materials (whether written, electronic or metadata) containing any portion of the confidential or proprietary information at the written request of RPS. The restrictions and obligations relating to RPS confidential or proprietary information shall expire 7 (seven) years after the execution of the agreement.

16. **PATENT INFRINGEMENT: -**

- 16.1. RPS agrees to indemnify the Customer from and against all claims, demands and suits based on the allegations that the Goods designed and manufactured by RPS constitutes an infringement of any patent, provided that:
  - 16.1.1. RPS is notified promptly of the assertion of such allegations; and
  - 16.1.2. RPS is given authority to defend the same and reasonable information and assistance for the defense of the same.
- 16.2. Upon notification of an infringement claim, RPS reserves the right to do any of the following, at no cost to the Customer:
  - 16.2.1. procure for the Customer the right to continue using the Goods;
  - 16.2.2. replace the same with non-infringing Goods; or
  - 16.2.3. modify the Goods so it becomes non-infringing.
- 16.3. **RPS does not assume liability for the infringement of any method and/or process patent or infringement of any patent covering articles manufactured or produced by the Customer. As to any Goods furnished by RPS, manufactured in accordance with designs proposed by the Customer, the Customer agrees to indemnify RPS against all claims, demands and suits brought against RPS for any patent infringement.**



17. **BREACH AND CANCELLATION: -**

- 17.1. RPS may cancel the agreement or any uncompleted part thereof, if the Customer commits a breach of any terms or conditions of this agreement, by giving 20 (twenty) business days written notice.
- 17.2. RPS's rights, in terms of clause 17.1, shall not be exhaustive and shall be in addition to any rights it may have whether under the agreement or otherwise.
- 17.3. Should any Party breach any provision of this agreement and fail to remedy such breach within 7 (seven) days after receiving a written notice requiring such remedy from the other Party, then the Party giving such notice shall, by further written notice, be entitled to, without prejudice, to any of its other rights in law including any right to claim damages, to cancel this agreement or to claim immediate specific performance of all the defaulting Party's obligations then due for performance.
- 17.4. No relaxation which RPS may have permitted on any one occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of RPS's rights to enforce those obligations of any subsequent occasion.
- 17.5. Upon the termination of this agreement for any reason whatsoever:
  - 17.5.1. all amounts then owed by the Customer to RPS in terms of this agreement shall become due and payable;
  - 17.5.2. RPS may retake possession of any Goods in respect of which ownership has not passed.
- 17.6. RPS shall be entitled to cancel this agreement with immediate effect, without prejudice to any of its other rights in law including any right to claim damages, if:
  - 17.6.1. the Customer commits any act of insolvency, or being a natural person, assign, surrenders, or attempts to assign or surrender his estate.
  - 17.6.2. the Customer is liquidated, sequestrated, or placed under business rescue or wound up, whether provisionally or finally or abandons the Goods.
  - 17.6.3. any ground justifying the liquidation or business rescue of the Customer occurs.
  - 17.6.4. any board resolution of the Customer to place the Customer in business rescue is initiated.
  - 17.6.5. any application or other proceeding to place the Customer in business rescue is initiated.
  - 17.6.6. the Customer breaches any warranty given to it by RPS.
  - 17.6.7. the Customer acts in a way that would constitute an act of insolvency in terms of the Insolvency Act, No 24 of 1936 or any replacement thereof, or
  - 17.6.8. being a partnership is dissolved or being a private company undergoes a substantial change in shareholding.
  - 17.6.9. the Customer generally does or omits to do anything which may prejudice the rights of RPS in terms of this agreement or causes RPS to suffer any loss or damages.

18. **RETURN OF GOODS: -**

- 18.1. Subject to section 20 of the CPA, the provision of this clause applies only to undamaged Goods which the Customer wishes to return to RPS.
- 18.2. For a period of 14 (fourteen) days starting on the Return Date the Customer shall, with prior written consent by RPS, have the right to return the Goods to RPS provided that:
  - 18.2.1. payment in full has been made by the Customer and received by RPS for the Goods.
  - 18.2.2. the returned Goods are undamaged and are in a saleable condition, requiring no removal of defacing marks, labels or any other additional material which may have been attached to the Returned Goods or their packaging.
  - 18.2.3. RPS shall under no obligation reimburse or return Returned Goods to the Customer in the event that the requirements of clause 16 are not met.
- 18.3. Notwithstanding clause 18.2, RPS may, at its sole discretion accept Returned Goods which have been damaged or marked and shall pay to the Customer a reduced sum calculated with reference to the estimated value of the Returned Goods taking into account of any such damage.
- 18.4. The costs of returning any and all Returned Goods under this clause shall be borne exclusively by the Customer.
- 18.5. Consignment and complaints in respect of discrepancies in the Goods shall only be considered within 8 (eight) days from receipts of the Goods by RPS.
- 18.6. Return of any correctly delivered Goods against credit shall be accepted upon RPS's written prior consent and is subject to a deduction of 15% of the value of the Goods.
- 18.7. Parts specifically produced for the use by the Customer may not be returned under any circumstances.

19. **IMPORTS AND EXPORTS: -**

- 19.1. If the goods are to be shipped to a location outside the Republic of South Africa, the Customer shall be responsible for securing and paying for all import licenses required for import of the goods to the designated delivery point and RPS shall be responsible for securing and paying for all export licenses required for shipment of the goods from the Republic of South Africa to the designated delivery point.
- 19.2. Each party shall provide such reasonable information as requested by the other party to facilitate obtaining the required licenses.
- 19.3. The Customer represents and warrants to RPS that all information provided by the Customer to RPS, including, without limitation, information regarding the location and purpose for which the Goods are to be used is true and correct.

20. **COMPLETE AGREEMENT: -**

- 20.1. This agreement constitutes the whole agreement between RPS and the Customer and, save to the extent otherwise provided herein, no understanding, representation, term or condition relating to this agreement and not incorporated in this agreement shall be binding on either of the Parties.
- 20.2. This agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to this agreement.

21. **GOVERNING LAW AND JURISDICTION: -**

- 21.1. This agreement shall be subject to the laws of the Republic of South Africa.
- 21.2. Subject to the CPA, in terms of Section 45 of the Magistrates Court Act, No 32 of 1944, as amended, the Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Customer by RPS in terms of this agreement. It shall nevertheless be entirely within the discretion of RPS whether to proceed against the Customer in such Magistrate's Court or any other court having jurisdiction.
- 21.3. In the event that the Customer commit any breach of the agreement or in the event of RPS being required to take any legal action, the Customer agrees and undertakes to pay RPS's legal costs as between attorney and Customer including collection commission, tracing fees, valuation charges, transport costs and other expenses in connection therewith.



22. **SEVERABILITY:** -

- 22.1. All provisions and the various clauses of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 22.2. Any provision or clause of this agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this agreement shall remain of full force and effect.
- 22.3. The Parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

