

## GENERAL TERMS AND CONDITIONS

### Article 1

All actions and services provided by RC Inspection SA, designated hereafter as "RCI" are governed by the following General Conditions of service. Accordingly, all contracts, agreements or other arrangements entered by RCI, for the performance or supply of services, shall in all respects be governed by these conditions, except where such conditions are at variance with legal provisions governing services performed on behalf of governments or government bodies, or the law of the place where the said agreements or contracts are made or are to be implemented, in which case relevant national or local laws shall take priority.

### Article 2

RCI, in the capacity of an independent third party, supplies information in the form of ascertainment, advice, assessment or recommendations, for the principal purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products or services. To this end, RCI performs actions including surveys, inspections, verifications, assessments, audits, or appraisals. During such performance, it has recourse to techniques and processes such as examination, sampling, testing, analysis, and measurement, thereby enabling it to exercise complete independence, impartiality, and objectivity in collecting the information it has been requested to supply. Such information is communicated to the beneficiary in the form of an inspection sheet, report, certificate, attestation, or mark, or by any other suitable means.

All such activities are hereafter referred to collectively as "RCI Services".

### Article 3

RCI undertakes certain services, meeting requirements which do not correspond to the definition in article 2 above, only by special arrangement. Such special services comprise, without being confined to:

- a) Qualitative or quantitative guarantees.
- b) Combined services comprised of concurrent and consecutive operations.
- c) Supervision of complete industrial project schemes, including consulting, monitoring, expediting and progress reporting.
- d) Acceptance procedures for goods, works, equipment or any other item, or supervision of their commissioning on behalf of the Principal.

### Article 4

RCI acts for:

- a) Government bodies, or on their behalf, on their direct instructions or because of regulatory requirements incumbent on the Principal (as defined in article 4(b) below). In such cases, RCI Services are supplied in accordance with relevant legislative or administrative provisions, and RCI is legally accountable only to the government bodies concerned.
- b) Persons or entities issuing the instructions to act hereafter referred to as "the Principal". No other party is entitled to issue instructions to RCI, particularly on the nature and extent of the services, unless so authorized by the Principal.
- c) However, RCI expressly reserves the right to act at its own discretion in delivering reports and/or certificates, or any other information relating to its services to a third party, if such an act results from instructions from the Principal, or from an undertaking entered towards the Principal, or derives implicitly from circumstances, trade custom, usage, or practice.

**Article 5**

- a) RCI undertakes to supply services based on its Quality Assurance Manual, in accordance with proper professional practice, and in compliance with:
- b) Principal's special instructions as confirmed by RCI, and, in the absence of such instructions:
- c) terms of RCI standard order form and/or specifications of standard contracts, if used,
- d) any relevant professional standard, trade custom, usage, or practice,
- e) such methods as RCI shall deem suitable on technical and/or financial grounds.
- f) RCI shall exercise due care and skill, and acts in a professional and workmanlike manner:
- g) in the selection and assignment of its personnel,
- h) in performance of its services, considering the state of the art and technology at the time the services are being performed.
- i) Unless otherwise stipulated, RCI, which carries out its investigations at random, does not usually perform any systematic and comprehensive examination. Consequently, RCI services cannot be considered as exhaustive.
- j) RCI representatives are therefore not expected to be in permanent attendance on site, and their visits are normally intermittent and unannounced.

**Article 6**

- a) Documents concerning undertakings entered between the Principal and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to RCI, shall be for information only, without either extending or restricting RCI remits or obligations.
- b) Unless instructed specially to the contrary by the Principal, RCI reports, certificates of inspection and any other relevant information or document relate the facts as recorded by it within the limits of instructions received, and if appropriate state its opinion on such facts; but RCI is under no obligation to refer to or report upon any facts or circumstances which are outside the specific scope of its assignment or commission.

The Principal agrees:

- c) To ensure that adequate instructions are given in due time to RCI, to facilitate proper performance of the requested services.
- d) Except for generally available documents such as codes and standards, to provide RCI, either directly or through his suppliers and subcontractors, with all documents necessary for performance of the requested service.
- e) To provide RCI with all information and particulars concerning the use or purpose of the items in relation to which RCI services are to be provided.
- f) To advise RCI of the date on which services are to commence, or be resumed in case of suspension, and of essential dates affecting the item(s) for which its services have been requested.
- g) To provide RCI agents and representatives with all necessary transportation facilities and access to premises where the services are to be carried out, as well as all material means needed for performance of its services.
- h) To ensure that all necessary measures are taken to ensure safety and security of working conditions on site during performance of the requested services.
- i) To provide all manipulations or handling needed for performance of RCI services.
- j) To take all necessary steps to eliminate or remedy any obstructions to or interruptions in performance of the requested services.
- k) Fully exercise all his rights and discharge all his liabilities under the contract in connection whereof the services have been requested, failing which RCI shall be under no obligation to the Principal.

#### **Article 7**

When providing services, RCI does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, or owners, who, notwithstanding RCI actions, are not released from any of their obligations of whatever nature. Any information and advice supplied by RCI shall not be held or construed to amount to approval or acceptance of the items in connection with which the information and advice are supplied.

The interested parties are responsible for acting as they see fit, according to the information and advice provided by RCI. Neither RCI nor any of its agents guarantee the accuracy of such information or advice, or the quality, outcome, effectiveness or appropriateness of any decision or action undertaken based on the said information or advice.

Furthermore, none of the services or information provided by RCI shall create any obligation bearing on RCI or constitute any warranty of proper operation of any equipment or plant that has been subject to any inspection by RCI using computer software or hardware of any sort or other comparable concepts (hereafter referred to as "Equipment") with respect to the absence of failures when processing or handling dates or performing other similar operations of any computer element, whether hardware or software, of said Equipment.

It is hereby agreed that RCI shall in no circumstances whatsoever incur any liability for, without limitation, any damage, loss, cost, or expense arising from any such failures.

#### **Article 8**

- a) RCI undertakes to use its best efforts and to exercise due care and skill in the performance of its services and accepts liability only in case of negligence proven by the Principal. RCI advice is given only in relation to documents and information provided by the Principal. RCI cannot be held liable if it has been given erroneous or incomplete information.
- b) In the event of RCI being held liable, under the terms of article 8.1 above, its liability to the Principal in respect of any claim for loss, damage, or expense, of whatever nature or magnitude, and however arising, shall in no circumstances exceed a total aggregate sum equal to five times the amount of the fees paid to RCI for the specific services which give rise to such a claim.
- c) Where fees relate to several services, and a claim arises in respect of one or more of those services, the relevant fees for the purpose of this article shall be in proportion to the estimated time spent on the performance of each service.
- d) For claims concerning services for which no invoice has been issued, the amount of any compensation due, if RCI liability is involved, shall under no circumstances exceed a fixed sum of Euro 1 000 for international appointments, and no more than 25% of the total invoiced amount on the appointment claimed for in South African rands.
- e) In the event of any claim, notice must be given to RCI Office within thirty days of discovery of the facts alleged to justify such a claim, or six months from the date of completion of RCI services, whichever is the earlier.

#### **Article 9**

The Principal shall guarantee and indemnify RCI and its servants, agents or subcontractors against all claims made by third parties for loss, damage or expense of whatever nature and howsoever arising, relating to the performance, purported performance, or non-performance of any service, to the extent that the aggregate of such claims for any one service exceeds the limitation of liability mentioned in Article 8 above.

#### **Article 10**

- a) Fees payable for RCI services may be either a fixed amount, or a percentage of the value of the item in relation to which those services are to be supplied, or an hourly rate.
- b) Unless otherwise stipulated, RCI fees shall be subject to revision, if the duration of the services exceeds one year, as well as in case of suspension. However, if they represent a percentage of the value as defined above, they need not be revised if the said value is itself subject to revision.
- c) Whenever RCI fees are a fixed amount, if there is an increase of more than 10 per cent, either of the items based on which the amount has been calculated, or of the expected duration of the services, the amount of fees shall be increased in the same proportion.

- d) Whenever RCI fees are a percentage of the value of the item in relation to which its services are to be supplied, the said value shall be defined, or at least estimated, in the request for services from the Principal, as well as any items which should not be considered for the purposes of calculating RCI fees.
- e) The Principal shall regularly and in due course supply RCI with the data or documents that will serve as a basis for the calculation of its fees. RCI fees shall be increased by 10 per cent in the event of reduction of the given or estimated value of relevant items by more than 10 per cent, or if the expected duration of RCI services is to be extended by more than 10 per cent.
- f) Unless otherwise agreed, invoices for services performed by RCI are payable at the date mentioned on the relevant invoice and, in any case, within 30 days from the date of the relevant invoice, failing which interest for late payment may be charged at the rate of 1,5 % per month or fraction thereof.
- g) If any interruption occurs in RCI Services, for any reason, its fees are payable up to the date of such interruption, plus reimbursement of expenses incurred as a direct consequence of the interruption

#### **Article 11**

In the event of RCI being prevented for any reason beyond its control from performing or completing the requested services, as well as in case of early termination of services for any reason not attributable to RCI, the Principal agrees:

- a) To reimburse any expenditures made or incurred.
- b) To pay the proportion of fees due for services which have been carried out and to release RCI from all responsibility for partial or total non-performance of the services.

#### **Article 12**

RCI employs qualified staff and invests substantial amounts in the continuous training of these employees. As a result of the relationship between the client and RCI, the client will be exposed to RCI's staff. The client hereby agrees that if, whether during the course of this agreement or for a period of two (2) years after expiry of this agreement, any member of the RCI staff is employed by the client or if the client for any reason whatsoever utilize the service of a RCI employee except as agreed to in contracts, agreements or other arrangements entered into by RCI, RCI will then de facto have provided a service as placement agent for the client. The client agrees that in such event a placement fee equal to 50% of that employee's annual salary, remuneration or payment made by the client to that employee, will immediately be due and payable to RCI by the client as a placement fee.

#### **Article 13**

Our operations as an inspection company in most African regions face significant challenges due to various factors, including compromised warehouse security and logistics, which pose a risk to the independence and integrity of our operations. There is a high possibility of cargo and sample tampering in various warehouses in these regions. As such, RC Inspection cannot guarantee the security or integrity of the material stored or sampled in these locations. It should also be made clear that seals utilized on cargo containers or packages do not offer complete security against tampering or unauthorized access. Based on the challenges described above, we exonerate ourselves from any liabilities arising from issues related to theft, tampering, or damage of cargo and samples. This includes any discrepancies in the actual results and findings caused by such incidents.

#### **Article 14**

In cases where classification of cargo is requested, the following applies: XRF Pre-scan does not guarantee accurate results and should be used solely for indication and not for any other purposes. This is due to the method of analysis, limitations of the instrument, and the limited sample preparation techniques achievable at the inspection location.

**Article 15**

Our reports must never be reproduced, except in full, without the approval of RCI and are intended solely for RCI client. They do not confer any third-party rights. RCI does not guarantee the accuracy of any information or documentation provided by third parties. The issuance of Inspection reports does not exonerate buyers or sellers from exercising all their rights and discharging all their liabilities under the contract of sale. Stipulation to the contrary is not binding on us. All results and references are valid for the time and date of our intervention only and do not relate to any other matters outside the scope of our limitations.

**Article 16**

Unless otherwise provided, these conditions, contracts, agreements, or arrangements subject to these conditions are governed by the law of South Africa. Except for conflicts relating to the payment of RCI fees, for which the Commercial Court of South Africa shall exercise jurisdiction, any dispute which arises out of or concerning these conditions or the performance of RCI services shall be referred to arbitration in South Africa, by a single arbitrator selected by the mutual consent of the parties. In the absence of such consent, the arbitrator shall be designated, upon request of either party, by the Judge of the Commercial Court of South Africa. Arbitration proceedings shall be conducted in accordance with rules of arbitration to be agreed upon by the parties within ninety days of receipt of notice by one party to the other of a dispute, by reference to and in compliance with the local law on arbitration.