

1. Definitions

Unless the context otherwise requires:

- 1.1 **"Acceptance"** means FCM's written confirmation that Products and/or Services supplied conform to the agreed specifications, or deemed acceptance where the Customer fails to notify defects within the time period set out in clause 7.
- 1.2 **"Agreement"** means these General Terms and Conditions together with any quotation, order, or other written agreement referencing them.
- 1.3 **"Confidential Information"** means any technical, commercial, financial, or personal information disclosed by FCM to the Customer.
- 1.4 **"Customer"** means the person or entity purchasing Products and/or Services from FCM.
- 1.5 **"FCM"** means Flowcentric Mining Technology (Pty) Ltd.
- 1.6 **"Products"** means goods, equipment, materials, software, documentation, or deliverables supplied by FCM.
- 1.7 **"Services"** means any services provided by FCM, including support, engineering, or consulting.

2. Application of Terms

- 2.1 These T&Cs apply to all offers, quotations, orders, and supplies by FCM.
- 2.2 By accepting a quotation, issuing an order, or accepting delivery of Products/Services, the Customer agrees to be bound by these T&Cs.
- 2.3 No terms introduced by the Customer shall apply unless expressly accepted in writing by FCM.

3. Quotations, Orders, and Prices

- 3.1 Quotations are valid for [7] days unless otherwise stated.
- 3.2 Orders are binding once confirmed in writing by FCM.
- 3.3 Prices are exclusive of VAT, duties, or other charges unless specified.
- 3.4 FCM may adjust prices for increases in raw materials, labour, transport, exchange rates, or other input costs.

4. Payment Terms

- 4.1 All invoices issued by FCM are payable strictly within the period specified on the relevant invoice. Unless otherwise agreed in writing, payment shall be due within 30 (thirty) days of the invoice date.
- 4.2 The Customer shall not be entitled to withhold, defer, or set off any payment due to FCM for any reason whatsoever.

- 4.3 Where the Customer fails to make payment when due, and no formal credit agreement exists between the Parties, such late payment shall constitute incidental credit in terms of South African law. In such cases, FCM shall be entitled to charge interest on overdue amounts at a rate not exceeding 2% (two percent) per month, calculated from the due date until the date of full payment.

- 4.4 In addition to interest, the Customer shall be liable for all costs of recovery incurred by FCM, including legal costs on an attorney-and-client scale and collection commission (where applicable).

5. Retention of Title and Risk

- 5.1 Risk passes on delivery to the Customer.
- 5.2 Ownership remains with FCM until full payment is received.
- 5.3 Until ownership passes:
 - (a) the Customer shall hold the Products in its possession on behalf of FCM as the lawful owner, and shall ensure that the Products are properly stored, safeguarded, and kept separate from any other goods so as to remain identifiable as the property of FCM;
 - (b) the Customer shall not sell, pledge, encumber, or otherwise dispose of the Products without the prior written consent of FCM; and
 - (c) FCM shall be entitled, on written demand, to recover possession of the Products at the Customer's cost if any amount due remains unpaid or if this Agreement is terminated for any reason.

5.4 Storage and Holding Fees

- 5.4.1. Where Products have been manufactured and are ready for delivery but cannot be released to the Customer due to non-payment or any delay attributable to the Customer, FCM shall be entitled to store the Products at the Customer's risk and expense.
- 5.4.2. The Customer shall be liable for reasonable storage and handling fees, calculated from the date the Products are ready for delivery until the date of actual release or collection.
- 5.4.3. Such storage and handling fees shall be payable on demand and must be settled in full prior to the release of the Products.
- 5.4.4. Risk of loss, damage, or deterioration of the Products shall pass to the Customer upon the commencement of storage in terms of this clause, notwithstanding that ownership remains vested in FCM until full payment is received in accordance with clause 5.2.

6. Delivery and Milestones

- 6.1 Delivery dates are estimates only unless agreed in writing.

6.2 Partial deliveries may be made.

6.3 Delays due to *force majeure* events shall extend delivery dates.

7. Inspection and Acceptance

7.1 The Customer must inspect Products immediately on delivery.

7.2 Written notice of defects or non-conformities must be given within 7 days of delivery.

7.3 Failing such notice, the Products shall be deemed accepted.

7.4 Acceptance does not limit warranty rights.

8. Warranties and Exclusions

8.1 FCM warrants that Products conform to agreed specifications and are free from material defects for 12 months from delivery, unless otherwise agreed.

8.2 Warranty excludes:

- (a) normal wear and tear;
- (b) misuse, neglect, or improper storage;
- (c) unauthorised modifications or repairs;
- (d) consumables or perishable items.

8.3 Warranty remedies are limited to repair, replacement, or refund, at FCM's discretion.

9. Intellectual Property and Software

9.1 All intellectual property in Products, Services, software, documentation, or designs remains with FCM or its licensors.

9.2 Supply of software grants the Customer only a non-exclusive, non-transferable licence for its intended use.

9.3 The Customer shall not copy, decompile, reverse-engineer, or distribute any software supplied.

10. Confidentiality, Data Protection, and POPIA

10.1 The Customer shall keep FCM's Confidential Information secure and not disclose it to third parties.

10.2 The Parties shall comply with applicable data protection laws, including the Protection of Personal Information Act, 2013 ("POPIA").

10.3 The Customer warrants that it has obtained all necessary consents to provide personal data to FCM for processing in connection with this Agreement.

10.4 FCM shall implement reasonable technical and organisational measures to safeguard personal data.

11. Brand Use Policy

11.1 The Customer shall not use FCM's name, trademarks, logos, or brand elements without prior written consent.

11.2 Any approved use must comply with FCM's Brand Use Guidelines (available on request).

12. Compliance and Ethics

12.1 The Customer shall comply with all applicable laws, including anti-bribery, anti-corruption, and trade compliance laws.

12.2 Products shall not be exported or resold in violation of export control regulations.

13. Limitation of Liability

13.1 FCM's liability is limited to direct damages up to the price of the relevant Products/Services.

13.2 FCM is not liable for consequential, incidental, or indirect losses, including loss of profit, contracts, or data.

14. Force Majeure

FCM is not liable for failure or delay due to causes beyond its reasonable control.

15. Termination

15.1 FCM may suspend or cancel any order if the Customer fails to pay or otherwise breaches these T&Cs.

15.2 Termination shall not prejudice FCM's right to recover damages or outstanding amounts.

16. Governing Law and Dispute Resolution

16.1 These T&Cs are governed by the laws of South Africa.

16.2 Disputes shall first be referred to mediation. If unresolved, disputes shall be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA).

16.3 Nothing in this clause 16 shall prevent either Party from seeking urgent interim or conservatory relief from a court of competent jurisdiction, pending the outcome of mediation or arbitration.

17. Miscellaneous

17.1 These T&Cs constitute the whole agreement between the parties, unless supplemented by a written agreement signed by FCM.

17.2 If any provision is invalid, the remainder shall remain enforceable.

17.3 Notices shall be sent to the Parties' registered addresses or to such other addresses notified in writing.