

IMPORTANT NOTICE:

Acceptance of the Buyer's order is conditional upon the Buyer's agreement to the terms and conditions set out below. Should the Buyer object to any of these terms, such objection must be communicated to Disa Equipment (Pty) Ltd in writing within ten (10) calendar days from receipt of this document. Failing such objection, or upon acceptance or use of the goods, these terms shall be deemed fully accepted. No statement, condition, warranty or representation not made in writing by an authorised representative of Disa Equipment (Pty) Ltd shall be binding. Disa Equipment's failure to object to any conflicting terms submitted by the Buyer shall not be deemed a waiver of these conditions. No amendment, variation or deviation from these terms shall be valid unless reduced to writing and signed by an authorised representative of Disa Equipment (Pty) Ltd.

1. Quote Validity

All quotations are valid for a period of 14 days from the date of issue unless otherwise stated.

2. Pricing, Releases & Set-Off

All ex-import prices are subject to exchange rate fluctuations and any increase in the manufacturer's or supplier's pricing, import costs, or related costs arising from circumstances beyond Disa Equipment's control, unless otherwise expressly agreed in writing, shall be for the Buyer's account.

3. Ex-Stock Pricing

Prices quoted for ex-stock items remain valid subject to prior sale.

4. Taxes

All quoted prices exclude VAT unless specifically stated otherwise.

5. Payment Terms

Where credit is extended on an approved account, payment shall be due within the agreed credit period stated in writing by Disa Equipment, failing which payment shall be due within 7 (seven) days of delivery. If no approved credit facility exists, payment in full shall be made prior to delivery or collection, or the goods must be released by an accredited finance institution. All payments shall be made without deduction, set-off, or counterclaim. Interest on overdue amounts shall accrue at the maximum lawful rate stated by Disa Equipment from time to time. In the event of default, the full outstanding balance shall become immediately due and payable. Separate invoicing and payment may apply to partial deliveries.

6. Retention of Title

Notwithstanding delivery or collection, ownership in the goods shall remain vested in Disa Equipment until payment in full has been received in cleared funds. Until ownership passes, the Buyer shall keep the goods in good order and condition and shall not, without Disa Equipment's prior written consent, encumber, dispose of, or remove them from the delivery site other than in the ordinary course expressly authorised in writing.

DEVELON

EVERDIGM

7. Title, Delivery & Risk

Unless otherwise specified, goods are sold F.O.B Disa Equipment's premises. Delivery shall take place at Disa Equipment's works, warehouse, or upon collection by the Buyer or its carrier, as applicable. Risk in the goods shall pass to the Buyer upon delivery, dispatch, or collection, whichever occurs first. Transport costs, if applicable, will be quoted separately. Partial deliveries may occur and may be invoiced separately. Delivery dates and lead times are approximate only, are given in good faith, and shall not be of the essence. Disa Equipment shall not be liable for any loss, damage, third-party claim, or consequential loss arising from delayed delivery or non-delivery caused by factors beyond its control. Typical lead times: ex-stock units 5 to 10 working days; ex-factory units 3 to 5 months.

8. Specifications and Product Information

All illustrations, drawings, descriptions, weights, dimensions, specifications, performance figures, and similar product information are approximate only and shall not form part of any contract unless expressly incorporated in writing.

9. Compliance Certificates

Certificates of conformance or compliance will only be issued upon prior request, and may be subject to additional fees.

10. Operator Training

Basic operational and maintenance instruction/awareness will be provided upon machine handover.

11. Product Acceptance

Products are deemed accepted by the Buyer upon delivery unless otherwise formally rejected within 48 hours with detailed written justification.

12. Limited Warranty

Disa Equipment provides manufacturer-backed warranties for new units, subject to all scheduled services being performed by Disa Equipment or its authorised agents. The Buyer shall be entitled only to such warranty protection and benefits as Disa Equipment itself receives from the manufacturer or supplier, subject to all conditions and limitations applicable thereto. Warranties are limited to the repair or replacement of defective parts and components. Continued use after expiry of the applicable warranty period constitutes acceptance that the goods were satisfactory. Refer to the relevant warranty document for the full terms, conditions, and parameters.

Standard Warranties per product Group and as per OEM terms and conditions:

- **Wheel Loaders (DL) & Excavators** – 24 Month/5000 hour (Whichever comes first) full machine warranty with Parts Labour and travel cover
- **Wheel Loaders (SD) & BHL** – 12 month/2000 hour (Whichever comes first) full machine warranty
- **Articulated Dump Trucks** – 12 month/2000 hour (Whichever comes first) full machine warranty there after an additional 24 month up to 6000 hour (Whichever comes first) power train parts labour & Travel.
- **Everdigm Hammers** – 12 Month/Unlimited hours on non wear parts and 3 months on wear parts

13. Spare Parts

Disa Equipment maintains a robust inventory management system and commits to high parts availability and support.

14. Returns

Goods may only be returned with Disa Equipment's prior written approval. Approved returns may be subject to transport charges for the Buyer's account and a handling charge of up to 25% if returned within 14 business days. No return will be accepted after 14 business days unless the Buyer proves that a material defect existed on or before the date of sale.

15. Product Application Indemnity

The Buyer indemnifies Disa Equipment against all claims, including third-party claims, resulting from the use, application, or installation of products supplied.

16. Liabilities

Disa Equipment's liability is limited to the repair, replacement, or rectification of defective parts or components, subject always to the applicable warranty terms. Disa Equipment shall not be liable for any direct, indirect, incidental, special, or consequential loss or damage, including loss of production, standing time, loss of profits, third-party claims, or damages arising from breakdown, delayed delivery, or unavailability of any machine or goods. No loan or replacement unit shall be provided during repair periods, whether the machine is under warranty, undergoing repair, or awaiting parts. The Buyer is responsible for making contingency plans to mitigate operational risk.

17. Legal Compliance

The Buyer is responsible for ensuring compliance with all applicable laws and regulations.

18. Confidentiality

This quote and agreement are confidential and may not be disclosed to third parties, including competitors, without written consent. This clause survives cancellation or expiration of the agreement.

19. Cancellation & Termination

The Buyer may cancel an order only with Disa Equipment's written consent and, where applicable, subject to Disa Equipment's ability to cancel with its supplier and provided the goods have not been shipped or irrevocably committed. Cancellation fees may include all costs incurred, supplier cancellation charges, loss of profit, handling, and administrative charges. If the Buyer breaches any obligation, or is placed under business rescue, liquidation, sequestration, or has judgment granted against it and remaining unsatisfied for 7 (seven) days, Disa Equipment may, without prejudice to any other rights, suspend performance, cancel the order, claim repossession where applicable, retain monies paid to the extent of losses suffered, and recover all damages and legal costs.

20. Force Majeure

Disa Equipment will not be liable for delays or failure to perform due to causes beyond its direct control, including strikes, transport delays, supplier defaults, government actions, or acts of nature.

21. Non-Waiver

Failure by Disa Equipment to enforce any right on any occasion shall not constitute a waiver of that right or any other right. No relaxation or indulgence granted by Disa Equipment shall prejudice or bind it unless recorded in writing. Any default by the Buyer shall entitle Disa Equipment to suspend deliveries, recover collection and legal costs, and exercise any other remedy available at law or under these terms.

22. Governing Law

All contracts are governed by the laws of the Republic of South Africa. Disa Equipment shall, at its election, be entitled to institute proceedings in the High Court, Magistrate's Court, or refer a dispute to

arbitration where permitted by law. The parties nominate their respective domicilium citandi et executandi addresses for service of legal notices as set out in these terms or the relevant order documentation.

23. Domicilium

Disa Equipment (Pty) Ltd nominates its registered address as its domicilium citandi et executandi for service of legal notices. The Buyer's details as per the invoice shall serve the same purpose.

