



GENERAL TERMS AND CONDITIONS

- 1. SCOPE.** The terms and conditions contained herein contain the entire agreement between the parties in relation to the sale and purchase of Products and provision of Services and shall apply to all quotations and sales made by GVR MENA MANAGEMENT LIMITED or its affiliates (the relevant entity as named on the quote, order acknowledgement form or invoice, referred to here as "Gilbarco") and to Purchase Orders ("POs") accepted by Gilbarco for the manufacture, sale and supply of Gilbarco's products ("Products") and services ("Services"). These terms and conditions may in some instances conflict with the terms and conditions affixed to the POs or other procurement documents issued by buyer ("Buyer") or oral and written exchanges between the parties. In all such cases, except if included in a signed express agreement to the contrary, the terms and conditions herein shall govern and prevail to the exclusion of all other terms whether oral or written. Acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether Buyer accepts these conditions by a written acknowledgment, course of dealings, by implication, or acceptance of and/or payment for Products and Services ordered hereunder. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing signed by an authorized officer of Gilbarco before becoming binding on either Party.
- 2. PAYMENT TERMS & PRICE INCREASE.** Unless otherwise agreed between the Parties, the terms of payment for Products, and other payments due to Gilbarco shall be thirty (30) days from date of invoice provided delivery does not precede payment. Unless otherwise provided, all payments are to be in the same currency used in the invoice. Late payments shall be charged interest at LIBOR + 2% months' rates, or the maximum rate permitted by law, if lower. In the event Gilbarco is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and cost of suit and collection. Gilbarco may, at its sole discretion, increase the Prices from time to time on giving the Buyer at least 45 days' prior written notice. Any Price increase shall take effect from the date of expiry of the relevant notice and shall apply to all Orders placed by the Buyer from that date.
- 3. TAXES.** All prices are exclusive of any present or future sales, revenue, withholding, value added, or tax, import duty (including brokerage fees, handling and other charges) or other taxes applicable to the manufacture or sale of any Products and Services. Such taxes when applicable shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.
- 4. DELIVERY AND TITLE.** FCA/FOB (Free Carrier/Free On Board INCOTERMS 2020), Gilbarco's facility or contract manufacturer. Buyer shall arrange for applicable insurance covering the Products during transit to their destination. Where Buyer requires special delivery requirements, any special expenses is to be borne by the Buyer, including special handling, packing and additional freight charges. Gilbarco will use its best efforts to ship in accordance with Gilbarco's confirmed delivery schedule. Delivery of Products is subject to full payment as detailed under section 2. Risk of loss or damage to the Products or any part of the Products shall pass to the Buyer upon delivery to carrier, and Buyer shall have the responsibility of filing any damage claims with the carrier. In the event that Buyer fails to take delivery at the agreed delivery point or delivery time, Gilbarco may deliver the Products to Buyer at Buyer's expense and risk through a carrier of Gilbarco's choice. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Gilbarco shall retain a security interest and right of possession in the Products until Buyer makes full payment as detailed under section 2 above.
- 5. SOFTWARE, SOFTWARE APPLICATION AND FIRMWARE.** All Products that are software or firmware are provided subject to the terms of Gilbarco's Software License Agreement, the terms of which are hereby incorporated by reference.
- 6. GENERAL WARRANTY & LIMITATION OF LIABILITY.** Gilbarco warrants that general release/available hardware Products shall substantially conform to Gilbarco published specifications for the Product for the particular configuration ordered for a period of one (1) year from the date of delivery. In addition, Gilbarco warrants that general release/available software products shall substantially conform to Gilbarco's published specifications for the particular configuration ordered of the most recent generally available software for the Product for a period of three (3) months from the date of shipment. Products sold as beta, demonstration or evaluation are sold or provided "as is" without warranty including but not limited to compliance with specifications. The foregoing warranty does not apply to any Products which have been subject to misuse, neglect, accident, or modification or which have been altered and are not capable of being tested by Gilbarco under its normal test conditions. Gilbarco has no responsibility for claims based, in whole or part, on Non-Gilbarco Products, items not provided by Gilbarco, or any violation of law or third-party rights caused by Buyer's (or Buyers' Customers' or End users') content, materials, designs, specifications, modifications or use of a non-current version or release of an Gilbarco Product when an infringement claim could have been avoided by using a current version or release. Gilbarco's sole obligation to Buyer hereunder for Products failing to meet the aforesaid warranty shall be, at Gilbarco's discretion, to repair or replace the non-conforming Products or issue Buyer credit for the purchase price of the non-conforming Products, where within the warranty period: 1) Gilbarco has received written notice of any nonconformity; and 2) After Gilbarco's written authorization to do so Buyer has returned the non-conforming Products to Gilbarco, freight prepaid; and 3) Gilbarco has determined that the Products are non-conforming and that such nonconformity is not a result of Buyer's conduct. All requests for warranty repairs of hardware shall be made in accordance with Gilbarco RMA policy. Gilbarco warrants that Products sold hereunder shall at the time of shipment be free and clear of liens and encumbrances. THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED BY BUYER FOR ITS CUSTOMERS. GILBARCO SHALL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS OR DEVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. GILBARCO FURTHER DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL ALWAYS WORK UNINTERRUPTEDLY, BE COMPLIANT WITH NATIONAL OR INTERNATIONAL STANDARDS, SECURE, OR ERROR FREE. BUYER ACKNOWLEDGES THAT THE PERFORMANCE OF THE PRODUCT MAY BE AFFECTED BY THE ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND GILBARCO'S CONTROL. GILBARCO SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. IN NO EVENT SHALL GILBARCO BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES DUE TO BREACH OF THIS WARRANTY OR FOR ANY INFRINGEMENT ACTION INITIATED BY A THIRD PARTY. IN NO EVENT SHALL GILBARCO BE LIABLE TO LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; LOSS OF SALES OR BUSINESS; IN NO EVENT SHALL GILBARCO BE LIABLE TO ANY LOSSES DUE TO FAILURE IN ENVIRONMENT OR NETWORK SECURITY; BUYER'S SOLE REMEDY FOR ANY BREACH SHALL BE LIMITED TO THE REMEDIES SET FORTH HEREIN AND SHALL NOT EXCEED THE SALE PRICE FOR THE PRODUCTS. NOTWITHSTANDING THE ABOVE, GILBARCO'S LIABILITY IN THE EVENT OF FRAUD OR THEFT OF GILBARCO'S PRODUCT SHALL BE LIMITED TO AND SHALL NOT EXCEED THE PRODUCT'S PRICE PAID BY THE BUYER. BUYER SHALL IMPLEMENT ALL NECESSARY PROCEDURES AND SAFEGUARDS TO PREVENT SUCH FRAUD OR THEFT. ALL LIABILITIES UNDER THIS AGREEMENT SHALL ONLY APPLY TO THE RELEVANT GILBARCO'S ENTITY NAMED ON THE INVOICE.
- 7. SERVICES, SUPPORT AND MAINTENANCE.** Unless otherwise specified in writing on a quotation provided by an authorized representative of Gilbarco, Buyer assumes responsibility for installation of the Products. As of the lapse of the warranty period Gilbarco shall make available to Buyer third level maintenance and support services, available at Gilbarco then-prevailing rates and subject to Gilbarco's Maintenance and Services Agreement.
- 8. VOLUME COMMITMENT.** In the event that Buyer was quoted prices subject to quantity/volume purchase over a specified period of time, and such quantity/volume is not met, Buyer may be charged for the difference in price between Gilbarco's recommended sale price (or price quoted to Buyer for lower volume/quantity), and price actually paid by Buyer, at the conclusion of the specified period of time.

9. **CONFIGURATION CHANGES/SOFTWARE UPGRADES.** Buyer acknowledges that it is purchasing from Gilbarco the Product with a particular configuration and/or features. In the event that Buyer wishes to activate additional and/or different configuration or features it is obliged to report such issue to Gilbarco and be liable to pay any difference in price.
10. **UPDATES/UPGRADES.** In the event that Buyer receives from Gilbarco Product updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the products and/or serial numbers stated by Gilbarco and Buyer is expressly not licensed to apply such updates/upgrades to any other Products.
11. **CANCELLATION AND RESCHEDULING OF PO.** Buyer may not cancel any part of or all of a Purchase Order. Rescheduling of Purchase Orders shall only be permitted: (i) once per Purchase Order; and (ii) for a period not exceeding 90 days following the original delivery date; and (ii) subject to payment of Rescheduling Fee, equals to 10% of the amount of the relevant Purchase Order. Repeated rescheduling of a Purchase Order and/or any rescheduling for a period exceeding 90 days following the delivery date shall be deemed cancellation. Delivery of Products purchased following a discontinuation notice of a Product, may only be rescheduled until the last delivery date contained in the discontinuation notice. Any cancellation and/or rescheduling not in accordance with the provisions of these terms and conditions or by prior express signed written agreement of Gilbarco shall incur a restocking fee equal to 100% of the applicable Purchase Order.
12. **REMEDIES.** Without waiving any other rights or remedies available to it under applicable law or otherwise, Gilbarco may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Buyer, until all outstanding accounts of Buyer to Gilbarco have been satisfied in full. Any rights or remedies of Gilbarco granted under these General Terms and Conditions shall be in addition to and not in lieu of any other rights of remedies Gilbarco may have at law or in equity.
13. **INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS.** It is clarified, that Gilbarco is the owner of, and has full title to, directly or indirectly, all trademark, service marks and design marks used in connection with the Product(s) or any part thereof, as well as any and all other intellectual property rights anywhere in the world (including, but not limited to, all patents, copyrights, trademarks, trade secrets etc.) in or to the Product(s) and to all modifications, improvements and derivative works (by whomever produced) thereof ("**Gilbarco's IP**"). Buyer acknowledges Gilbarco's ownership and the right of Gilbarco to control the use or display of Gilbarco's IP by Buyer. Buyer shall obtain no right, title or interest in or to any of Gilbarco's IP including, without limitation, in connection with the Product(s). Any such use of Gilbarco's IP (if at all) shall be subject to Gilbarco's prior written consent, and according to policies and guidelines communicated by Gilbarco. In addition, Gilbarco shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Gilbarco rendering engineering services to and designing systems and goods for Buyer's use.
14. **HAZARDOUS MATERIALS.** Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Gilbarco except as to the accuracy of special safety information actually furnished by Gilbarco), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Gilbarco and hold harmless and indemnify Gilbarco against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Gilbarco.
15. **CONFIDENTIALITY.** All information provided by Gilbarco to Buyer related to financials, product development, market plans, cost, pricing terms and strategy and any other confidential information, shall be treated as confidential and not be divulged other than to Buyer's employees, only to the extent necessary in connection with the performance of these terms and conditions. Buyer shall take all reasonable precautions to ensure that its employees treat such information in a confidential manner. All such information provided to Buyer remains the property of Gilbarco. Any materials containing such information, and any copies thereof, shall be returned to Gilbarco upon demand.
16. **FORCE MAJEURE.** In case of delays in delivery dates, owing directly or indirectly to any cause beyond Gilbarco's control, the anticipated delivery dates shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision. Gilbarco shall be entitled to an extension of time for commercially reasonable delays.
17. **EXPORT CONTROL.** Buyer shall comply with all export and re-export control laws of the United States and shall refrain from sales to countries proscribed by US Regulations or sales without a permit, if such permit is required.
18. **ENVIRONMENT REGULATIONS.** Buyer shall comply with all environmental laws, regulations and standards, including but not limited to the WEEE Directive 2002/96/EC.
19. **PRODUCT AVAILABILITY AND END OF LIFE (EOL).** Gilbarco may, at its sole discretion, cease to make available for purchase any or all of the Products under this Agreement from time to time. In such circumstances, Gilbarco shall give the Buyer at least 12 months' written notice, such notice to include details of the affected Product(s) (including the part number(s) and the last date to purchase).
20. **SPARES.** Spares and support for all Product(s) (or a replacement) will be available for a minimum period of 5 years after the delivery date unless specify otherwise in the Product(s) documentation.
21. **APPLICABLE LAW.** The application of the United Nations Convention on Contracts for the International Sale of Products is expressly excluded in its entirety from the Agreement. The terms and conditions contained herein shall be governed by and construed under the laws of the Republic of South Africa without regard to its conflicts of laws rules. Any proceeding brought by a Party arising out of, under, or relating to any dispute relating to these terms and conditions shall be submitted to the exclusive jurisdiction of the competent court in the city of Johannesburg.
22. **ADVERTISING.** Gilbarco may, without the prior written consent of the Customer, publish in any manner, the fact that the Customer has contracted with Gilbarco for the purchase of the Products and/or performance of the Services, as applicable.
23. **ENTIRE AGREEMENT.** Unless otherwise agreed in writing, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.