STANDARD TERMS AND CONDITIONS OF SERVICE

These Standard Terms and Conditions (“Terms”) govern all agreements between Hlalele Industries (Pty) Ltd (“the Company,” “we,” “us”) and any client, contractor, or counterparty (“the Client”) in connection with the provision of managed plant supply, operator supply, and site compliance documentation services. By engaging Hlalele Industries, the Client agrees to be bound by these Terms.

1. INTERPRETATION

In these Terms, unless the context indicates otherwise:

1. "Agreement" means any purchase order, service agreement, quotation accepted in writing, or scope of work document referencing these Terms.
2. "Services" means managed plant supply, operator supply, and site compliance documentation services provided by the Company.
3. "Site" means any location at which the Services are performed, as specified in the applicable Agreement.
4. "Equipment" means plant, machinery, vehicles, or tools deployed by the Company or its subcontractors in delivering the Services.
5. "Operator" means any plant operator, driver, or technical personnel supplied by the Company.
6. "OHSA" means the Occupational Health and Safety Act 85 of 1993, and all regulations promulgated thereunder.
7. "MHSA" means the Mine Health and Safety Act 29 of 1996.
8. "Force Majeure Event" means any event beyond the reasonable control of either party, including acts of God, strikes, civil unrest, government action, or power failures.

2. SCOPE OF SERVICES

2.1 The Company provides the following services:

9. Managed Plant Supply — deployment of earthmoving, mining, and civil construction plant and equipment on a managed supply basis.
10. Operator Supply — provision of qualified and competency-verified plant operators, drivers, and technical personnel.
11. Site Compliance Documentation — preparation, coordination, and management of health, safety, environmental, and quality (SHEQ) documentation required for site entry and project execution.

2.2 The Company operates on an asset-light managed contracting model and may engage qualified subcontractors to deliver the Services. Engagement of subcontractors does not diminish the Company's obligations under any Agreement.

2.3 Any variation to the agreed scope must be confirmed in writing by both parties prior to execution.

3. QUOTATIONS AND ACCEPTANCE

3.1 All quotations issued by the Company are valid for fourteen (14) calendar days from the date of issue, unless otherwise stated in writing.

3.2 Quotations are based on information provided by the Client at the time of request. If site conditions, scope, or access requirements differ materially from those disclosed, the Company reserves the right to revise pricing accordingly.

3.3 An Agreement is formed upon written acceptance of a quotation, signing of a service agreement, or issuance of a purchase order referencing the Company's services.

3.4 Verbal instructions do not constitute a binding Agreement. The Company reserves the right to decline any instruction not confirmed in writing.

4. RATES, INVOICING, AND PAYMENT

4.1 All rates are quoted exclusive of Value Added Tax (VAT). VAT will be levied at the applicable statutory rate and reflected separately on all invoices.

4.2 Invoices will be issued upon delivery of services, project milestone completion, or at intervals as agreed in writing.

4.3 Payment terms are thirty (30) days from date of invoice, unless otherwise agreed in writing. The Company may, at its discretion, require advance payment or a deposit prior to mobilisation for new clients or high-value engagements.

4.4 Where payment is delayed, the Company reserves the right to:

12. Charge interest on overdue amounts at the maximum rate permitted under the National Credit Act or as agreed in the applicable Agreement;
13. Suspend further service delivery until outstanding amounts are settled; and
14. Recover all reasonable costs of debt collection, including legal fees on the attorney-and-own-client scale.

4.5 The Client shall not withhold or set off amounts owed to the Company unless a valid written dispute has been raised in terms of Clause 12.

4.6 All payments must be made in South African Rand (ZAR) to the Company's nominated bank account.

5. MOBILISATION AND DEMOBILISATION

5.1 The Company will mobilise resources to site upon written confirmation of an Agreement and receipt of any required advance payment.

5.2 The Client must ensure that the site is prepared and accessible at the agreed mobilisation date. Delays caused by the Client's failure to provide site access, permits, or required documentation will be charged at agreed standby rates.

5.3 Demobilisation costs, where applicable, will be included in the Agreement or agreed in writing prior to mobilisation.

5.4 The Company reserves the right to demobilise immediately from any site where it reasonably determines that conditions pose an imminent risk to health, safety, or the integrity of Equipment.

6. HEALTH, SAFETY, AND COMPLIANCE

6.1 The Company is committed to full compliance with OHSA, MHSA, and all applicable site-specific health and safety requirements.

6.2 The Client must provide the Company with all relevant site safety specifications, induction requirements, and access protocols prior to mobilisation.

6.3 The Client, as principal contractor or mine owner where applicable, remains responsible for overall site safety and must designate a competent person to oversee site health and safety compliance.

6.4 The Company's Operators and personnel will comply with lawful site safety instructions. However, no Operator or representative of the Company shall be required to perform work that poses an immediate and serious risk to their safety or the safety of others.

6.5 The Client must immediately notify the Company of any incident, accident, or near-miss involving Company personnel or Equipment.

6.6 All SHEQ documentation provided by the Company under the Site Compliance Documentation service is prepared based on information supplied by the Client and applicable legal standards. The Client remains responsible for verifying compliance with site-specific requirements.

7. EQUIPMENT AND OPERATORS

7.1 Equipment supplied by the Company will be in good working condition and appropriately rated for the agreed task at the time of mobilisation.

7.2 The Client must use Equipment only for the purpose for which it is designed and within its rated operating capacity.

7.3 The Client is responsible for any damage to Equipment caused by operator misuse, overloading, use outside the agreed scope, or failure to follow manufacturer specifications — where such damage is not caused by the Company's own negligence.

7.4 Operators supplied by the Company hold valid operator competency certificates for the applicable plant categories. The Company makes no warranty as to any specific output, productivity rate, or performance standard beyond reasonable workmanlike service.

7.5 The Client shall not direct Operators to perform tasks outside their certified scope of competency or in contravention of applicable safety regulations.

7.6 The Client shall not reassign, sub-contract, or redeploy Company Operators to any third party without the Company's prior written consent.

8. CONFIDENTIALITY

8.1 Each party agrees to keep confidential all proprietary, technical, commercial, or operational information disclosed by the other party in connection with an Agreement.

8.2 Confidential information may not be disclosed to any third party without prior written consent, except where required by law or regulation.

8.3 This obligation survives the termination or expiry of any Agreement for a period of three (3) years.

9. INTELLECTUAL PROPERTY

9.1 All documentation, templates, method statements, risk assessments, and compliance materials produced by the Company in delivering the Services remain the intellectual property of the Company unless expressly transferred in writing.

9.2 The Client is granted a non-exclusive license to use such materials for the specific project for which they were produced. Materials may not be reproduced, adapted, or shared with third parties without written consent.

10. LIMITATION OF LIABILITY

10.1 The Company's aggregate liability to the Client for any claim arising from or related to an Agreement shall not exceed the total value of fees paid by the Client under that Agreement in the three (3) months preceding the event giving rise to the claim.

10.2 The Company shall not be liable for any indirect, consequential, special, or punitive loss, including but not limited to loss of production, lost revenue, project delays, or third-party claims, arising from the Company's performance or non-performance of the Services.

10.3 This limitation does not apply to liability arising from gross negligence, wilful misconduct, or fraud by the Company.

10.4 The Client indemnifies the Company against all third-party claims, losses, and expenses arising from the Client's breach of these Terms, misuse of Equipment, or failure to comply with applicable health and safety legislation.

11. FORCE MAJEURE

11.1 Neither party shall be liable for any delay or failure to perform its obligations under an Agreement if such delay or failure is caused by a Force Majeure Event.

11.2 The party affected must notify the other party in writing within five (5) business days of the Force Majeure Event, specifying the nature, expected duration, and steps being taken to mitigate its impact.

11.3 If a Force Majeure Event persists for more than thirty (30) calendar days, either party may terminate the affected Agreement on written notice without penalty.

12. DISPUTES

12.1 Any dispute arising from or in connection with these Terms or any Agreement shall first be referred to the senior representatives of both parties for good faith negotiation within ten (10) business days of the dispute being raised in writing.

12.2 If the dispute remains unresolved after twenty (20) business days of referral, either party may refer the matter to mediation under the auspices of an agreed mediator or the Arbitration Foundation of Southern Africa (AFSA).

12.3 If mediation fails, the dispute shall be finally resolved by arbitration in accordance with AFSA rules, conducted in Durban or as otherwise agreed.

12.4 Nothing in this clause prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

13. TERMINATION

13.1 Either party may terminate an Agreement by giving not less than thirty (30) calendar days written notice to the other party, unless a different notice period is specified in the Agreement.

13.2 Either party may terminate an Agreement with immediate effect upon written notice if the other party:

15. Commits a material breach of these Terms and fails to remedy the breach within fourteen (14) calendar days of written notice;
16. Becomes insolvent, is placed under business rescue, liquidation, or sequestration; or
17. Engages in fraudulent, corrupt, or grossly negligent conduct in connection with the Agreement.

13.3 On termination, the Client must pay all amounts due to the Company for Services delivered up to the effective date of termination.

13.4 The Company will demobilise Equipment and personnel within a reasonable period following termination, and the Client must provide access to enable safe demobilisation.

14. GOVERNING LAW

14.1 These Terms and all Agreements are governed by and interpreted in accordance with the laws of the Republic of South Africa.

14.2 The parties consent to the jurisdiction of the KwaZulu-Natal Division of the High Court of South Africa, without prejudice to either party's right to approach any court with competent jurisdiction.

15. GENERAL PROVISIONS

15.1 Entire Agreement — These Terms, together with any signed Agreement, constitute the entire understanding between the parties and supersede all prior representations, warranties, or agreements relating to the Services.

15.2 Amendments — No amendment to these Terms is valid unless made in writing and signed by authorised representatives of both parties.

15.3 Waiver — A failure by either party to enforce any provision of these Terms does not constitute a waiver of that provision or any future right to enforce it.

15.4 Severability — If any provision of these Terms is found to be invalid, unlawful, or unenforceable, it shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force.

15.5 Non-solicitation — The Client agrees not to directly solicit or employ any Operator or personnel introduced to the Client through the Company during the term of an Agreement and for twelve (12) months following termination, without the Company's prior written consent.

15.6 Assignment — The Client may not assign any rights or obligations under an Agreement to a third party without the Company's prior written consent. The Company may assign its rights and obligations to any related entity or successor.

15.7 Notices — All notices required under these Terms must be in writing and delivered by email with read receipt to the addresses confirmed in the applicable Agreement. Notices sent by email are deemed received on the next business day following transmission.