

# Terms and Conditions

## Dueltron System Integration (Pty) Ltd

(Registration Number: 2020/611205/07)

These Terms and Conditions govern all quotations, proposals, supply of goods, engineering, automation, dust extraction systems, installation, commissioning, and related services provided by Dueltron System Integration (Pty) Ltd ("Dueltron" or "the Company") to its clients ("the Client").

## 1. Quotations, Proposals and Acceptance

- 1.1. All goods supplied, work performed, and services rendered by Dueltron are subject exclusively to these Terms and Conditions.
- 1.2. Acceptance of a quotation or proposal shall be deemed to occur upon the earliest of:
  - Signature by the Client.
  - Issue of a purchase order.
  - Written confirmation.
  - Payment of any deposit; or
  - Acceptance of delivery.
- 1.3. Any terms and conditions contained in the Client's purchase order, correspondence, or other documentation are expressly rejected and shall not apply unless expressly accepted in writing by a duly authorised representative of Dueltron System Integration (Pty) Ltd.
- 1.4. No work shall commence until:
  - The quotation or proposal has been accepted in writing.
  - A valid purchase order has been issued (if applicable); and
  - The scope of work, technical documentation, and acceptance criteria have been agreed and signed where applicable.
- 1.5. All projects shall be executed strictly in accordance with an agreed Scope of Work. Any variation, addition, or change requested by the Client shall require a written **Variation Order (V/O)** and an approved variation quotation. No variation work will commence without a signed V/O. The signing of the Scope of Work or FDS is a

milestone and Dueltron cannot and will not continue with work if these documents were not signed off by all relevant stakeholders.

- 1.6. Where third-party software, hardware, or systems are supplied, the Client is deemed to have accepted all applicable third-party end-user licence agreements (EULAs). Dueltron provides no warranties beyond those of the third-party supplier.
- 1.7. An accepted quotation or proposal supersedes all prior discussions, quotations, representations, or correspondence relating to the same subject matter.
- 1.8. All pricing is quoted in South African Rand (ZAR) and excludes VAT unless expressly stated otherwise. VAT will be charged in accordance with SARS legislation.
- 1.9. Sales quotations are non-binding until accepted by Dueltron in writing.
- 1.10. Software and hardware shall be invoiced upon delivery, irrespective of installation or commissioning status.
- 1.11. Professional services pricing is estimated only unless expressly stated as fixed. Work outside the agreed scope will be charged additionally.
- 1.12. Licensing, subscriptions, and maintenance items renew annually from the date of the original purchase order, irrespective of implementation or usage.

## 2. Pricing, Validity and Exchange Rate Adjustments

- 2.1. Quotations are valid for fourteen the days as indicated on the Quote as from the date of issue unless stated otherwise in writing.
- 2.2. Pricing is subject to exchange rate fluctuations where foreign currency components apply. The exchange rate used will be specified in the quotation.
- 2.3. Exchange rate adjustments shall be calculated using the average buy/sell rate published by First national Bank on the applicable date.
- 2.4. Due to global material procurement constraints, Dueltron cannot guarantee binding delivery dates. Any lead times provided are estimates only. Dueltron however commits to always communicate the delays with honesty and transparency and will continuously update the client on the progress and the new delivery times.

## 3. Payment Terms

- 3.1. General Payment Terms
  - Strictly Cash on Delivery (COD) unless a written 30-day credit facility has been approved.
  - No work shall commence and no materials shall be ordered until required deposits are reflected in Dueltron's bank account.
  - Dueltron can grant 30 Day accounts ONLY and offer discount if invoices are paid within the month of issue. 30 Day accounts is administrated by Coface, and the final approval is from Coface and Coface alone.
  - 30 Day accounts is only for Values under R30 000,00 Rand and if more it is deemed a Project and is then subject to the project terms and conditions.

- 3.2. Project Payment Terms More than R30000,00 (Engineering / Automation / Dust Extraction Projects)
- Unless otherwise agreed in writing:
- 60% deposit upon acceptance of the quotation.
  - 30% upon delivery of equipment to site.
  - 10% upon project commissioning and sign-off, including transfer of ownership of engineered software.
- 3.3. Supply-Only Payment Terms above R30000.00
- 80% deposit upon acceptance.
  - balance payable prior to delivery or on delivery.
- 3.4. Dueltron reserves the right to invoice against milestones, delivery, commissioning, or completion.
- 3.5. Any delays, rework, standing time, or additional costs arising from the Client's actions, omissions, site conditions, or failure to meet obligations shall be chargeable.
- 3.6. Interest on overdue amounts shall accrue at 6% per month from day thirty-one (31) after invoice date, or the maximum rate permitted by law.
- 3.7. Dueltron may suspend work, withhold delivery, revoke licences, or delay commissioning where payments are overdue.

## 4. Credit Policy

- 4.1. No credit facility exists unless formally applied for and approved in writing by Dueltron.
- 4.2. Approved credit facilities apply strictly according to the approved limit and period and may be withdrawn at Dueltron's discretion.
- 4.3. The Client's internal payment policies or purchase order terms shall not override these Terms and Conditions.

## 5. Delivery, Delays and Standing Time

- 5.1. Lead times and completion dates are estimates only and subject to material availability and external factors.
- 5.2. Standing time not caused by Dueltron, including uncommunicated delays, lack of site readiness, or planned/unplanned loadshedding, shall be invoiced to the Client.
- 5.3. Delays caused by Force Majeure events shall extend project timelines accordingly.
- 5.4. These delays will affect the project timeline and project plan amendments after VO's is possible except otherwise agreed.

## 6. Client Responsibilities and Exclusions

Unless expressly included in the quotation, the following are excluded and remain the Client's responsibility:

- Electrical work and power connections.
- Switchgear, interlocks, and controllers.
- Compressed air supply and regulators.
- Water supply and drainage.
- Civil, structural, and building works.
- Offloading, crantage, scaffolding, and rigging.
- Safety Officer and additional site safety requirements.
- Installation assistance and specialised equipment.
- Site access, laydown areas, and utilities.
- Accommodation beyond 150km from Johannesburg.
- Induction training and site-specific training costs.

Dueltron is not responsible for:

- Power, air, or water supplies to installed panels.
- Customer free issued equipment.
- Damage or failure arising from Client-supplied equipment.
- Already Installed equipment that fail during installation and commissioning.
- Equipment on voltages not declared and old and outdated controls and equipment.
- Wrongly installed equipment and equipment to be changed to comply with design.

## 7. Health, Safety and Safety File

7.1. Dueltron provides a standard Safety File. Any additional safety requirements will be charged separately.

7.2. The standard Safety File includes all statutory and project-specific documentation as required under OHSA and industry standards.

All Safety files will be billable and Dueltron will include the safety file cost in the quote.

Please note that where safety file requirements are not declared with the planning phase, the cost will be added after the Po is received as a VO.

## 8. Safety File Training, Manuals and Documentation

8.1. One (1) day of training for up to ten (10) operators is included unless otherwise stated.

8.2. Manuals shall be provided in two (2) hard copies and one (1) electronic copy upon project completion.

8.3. Drawings, QCPs, and a full Data Pack will be issued upon completion.

## 9. Intellectual Property

All programming, SCADA Programs, PLC Programming, HMI design and programming, designs, drawings, specifications, and documentation provided by Dueltron System Integration (Pty) Ltd remain the intellectual property of Dueltron System Integration (Pty) Ltd unless otherwise agreed in writing. The customer is granted a non-exclusive right to use such materials solely for the operation and maintenance of the delivered system.

Dueltron Programming will be protected by passwords and if agree will be handed over to the customer after full payment of the project was received.

All drawings, scope documents, design specifications, bill of materials, sequencing lists, etc, will remain the intellectual property of Dueltron System Integration (Pty) Ltd unless otherwise agreed in writing. The customer is granted a non-exclusive right to use such materials solely for the operation and maintenance of the delivered system.

## 10. Guarantee and Warranties

- 10.1. Systems are guaranteed for six (6) Months from completion against mechanical defects and defective workmanship.
- 10.2. Third-party components are covered by supplier warranties only.

## 11. Limitation of Liability

- 11.1. Defects must be reported within forty-eight (48) hours of delivery or commissioning.
- 11.2. Dueltron's liability is limited to repair, replacement, or re-performance at its discretion.
- 11.3. Dueltron shall not be liable for indirect, consequential, or economic losses.
- 11.4. Total liability shall not exceed 50% of the amount paid for the relevant goods or services.

## 12. Force Majeure

Neither party shall be liable for failure or delay due to events beyond reasonable control, including acts of God, labour unrest, supplier failure, or government action although the above will move the Project plan end date out by the days of the delay.

## 13. Confidentiality

All confidential and proprietary information shall remain confidential and this obligation survives termination. All correspondence from and to the client as well as information shared will be covered under the POPI and PAIA act.

## 14. Breach, Termination and Legal Costs

- 14.1. Upon termination, all amounts due for work performed and costs incurred become immediately payable.
- 14.2. The Client shall be liable for all legal costs incurred by Dueltron on an attorney-and-own-client scale.
- 14.3. Under NO circumstances will Dueltron Credit or pay back funds that was paid after the PO is received if the Client terminate or withdraw from the project.

## 15. Non-Waiver

Any indulgence granted shall not constitute a waiver of any rights.

## 16. Entire Agreement

These Terms and Conditions, together with the accepted quotation and signed project documentation, constitute the entire agreement between the parties. No amendment shall be binding unless in writing and signed by both parties.