

**MW MONITORING PTY LTD AFRICA. TERMS AND  
CONDITIONS OF PURCHASE**

CONTRACT OF PURCHASE - This is an offer by MW Monitoring Pty Ltd Africa (Pty) Ltd. (hereinafter called "MW Monitoring"), to the Vendor to form a contract of sale for products and/or services. In making this offer, MW Monitoring expressly limits the acceptance of said offer by Vendor to the following terms and conditions and the terms and conditions and other provisions set forth on the face of an attached Purchase Order. MW Monitoring does not accept any prior offers from Vendor relating to the materials or services named herein which may be contained in Vendor's quotations, correspondence, specifications or discussions. The entire agreement between MW Monitoring and Vendor relating to the purchase and sale of the materials or services described on the face hereof is expressly set forth in this Purchase offer, and no modification or addition to this Purchase Order shall be of any force or effect unless it is in writing and signed by an authorized representative of MW Monitoring, and no modification of or addition to this Purchase Order shall be effected by any failure of either party to reject any form of acknowledgement or Purchase Order containing different or additional provisions. Acceptance by Vendor of this offer by MW Monitoring may be signified by Vendor's transmittal and MW Monitoring's receipt of an acknowledgement copy of this Purchase Order, signed by an authorized representative of Vendor, or by commencement of performance hereunder. The failure of either party to enforce any rights shall not constitute a waiver of such rights or any other rights under this Agreement. In the event that a purchase contract is executed and there are any conflicting terms, the terms of the contract will take precedence.

1. SPECIFICATIONS: As used herein, the word "Specifications" shall mean the specifications, qualities, nature, type properties, amounts, assortments and other descriptions of and requirements for the materials, articles and/or services (hereinafter called "Merchandise") as stated on the front of an applicable Purchase Order and in the Request for Quotation (if any) pursuant to which a Purchase Order is issued.

2. INSPECTION AND ACCEPTANCE: All Merchandise shall be received subject to the right of inspection and rejection by MW Monitoring. Merchandise which is defective, counterfeit or not in accordance with the Specifications will be held for thirty days for Vendor's instruction at Vendor's risk and expense; and if Vendor so directs will be returned at Vendor's expense. After the expiration of thirty days MW Monitoring shall have the right to sell the Merchandise at public or private sale, continue to store it at Vendor's expense, or to treat it in any manner consistent with law. Payment for Merchandise by MW Monitoring prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which MW Monitoring may have against Vendor.

3. CANCELLATION FOR NON-PERFORMANCE: If Vendor fails to supply the Merchandise as specified or fails to conform to these terms and conditions, MW Monitoring reserves the right (in addition to its other remedies) (a) to purchase the Merchandise from another source and (b) to cancel this Purchase Order with respect to merchandise not shipped.

4. FORCE MAJEURE: This Purchase Order is subject to cancellation or change on written notice to the Vendor in the event of causes beyond MW Monitoring's reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like,

5. CANCELLATION OR CHANGES FOR CONVENIENCE: For its convenience, MW Monitoring may cancel this Purchase Order in whole or in part or may change the Specifications or other terms and conditions dealing with quantities, shipment procedures or times or places of performance, by notice in writing to the Vendor specifying the date upon which such cancellation or change

shall become effective and the extent to which such performance hereunder shall be canceled or changed. MW Monitoring and Vendor shall act in good faith to attempt to agree upon such lump sum or other compensatory financial agreement, in lieu of the price or prices elsewhere specified in this Purchase Order as the parties mutually agree is fair and equitable under the circumstances; such agreement shall be subject to the written approval of any governmental authority concerned with this Purchase Order or the Merchandise.

6. CANCELLATION FOR CONFLICT OF INTEREST: This order is subject to cancellation if there is found to be a CONFLICT OF INTEREST between a MW Monitoring employee and Vendor. A CONFLICT OF INTEREST is deemed present for many reasons, including, but not limited to: (1) a MW Monitoring employee and/or his or her spouse and/or minor children own 10% or more of the assets of an unincorporated organization or 10% or more of outstanding stock of a corporation; (2) an employee receiving any personal financial advantage or compensation with any transaction in which they might have an interest.

7. SHIPPING AND ROUTING: Shipping Terms are DDP (Incoterms 2010) MW Monitoring unless otherwise stated on the face of the purchase order. MW Monitoring reserves the right to specify a specific delivery location. In the event that any shipments are delivered to a location other than that specified, it will be the responsibility of the Vendor to have the shipment redelivered to the specific location or reimburse MW Monitoring for any charges in moving the merchandise to the specific location. All Merchandise must be forwarded by the route incurring the lowest reasonable transportation rate or in accordance with any special shipping instructions. Otherwise the difference in freight rate and extra cost of transportation will be Vendor's.

8. EXTRA CHARGES: No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized purchasing agent of MW Monitoring.

9. PATENTS, COPYRIGHTS AND TRADEMARKS: Vendor warrants that the Merchandise does not infringe or violate any letters, patents, copyrights, trademarks or the like, and does not unlawfully disclose or make use of any trade secrets and covenants and agrees to hold harmless, defend and indemnify MW Monitoring, and its agents, servants, employees, successors, assigns, customers and users, against any and all claims, demands or suits and related damages, liabilities, costs and expenses (including attorney's fees) arising out of any such infringement or violation or unlawful use or disclosure of trade secrets. Vendor shall promptly report to MW Monitoring, in reasonable written detail, each notice or claim of infringement of patent, copyright, trademark or trade secret, related to the performance of this Purchase order or the Merchandise of which Vendor has notice. In the event of any claim against MW Monitoring or any governmental authority concerned with this Purchase Order or the Merchandise, on account of any alleged patent, copyright, trademark, or trade secret or similar infringement related to this Purchase Order or the Merchandise, Vendor shall promptly furnish to MW Monitoring at its request all evidence and information in the possession or control of Vendor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of Vendor. Vendor's obligations hereunder shall survive acceptance of the Merchandise and payment therefore by MW Monitoring.

10. WARRANTIES; NON-WAIVER; SET-OFF: In addition to those provided below, Vendor expressly warrants that all Merchandise is in accordance with the Specifications; is fit for the purpose for which similar materials and articles are ordinarily employed, free from defects in materials and/or workmanship, and merchantable, and was not manufactured and is not being priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the Merchandise. MW Monitoring shall at all times have the right to set-off any amount owing from the Vendor to MW Monitoring against any amount owing from MW Monitoring to the Vendor.

11. **APPLICABLE LAW:** This purchase and transaction are governed by the laws of the Republic of South Africa.

12. **INDEMNIFICATION:** Vendor agrees to hold harmless, defend and indemnify MW Monitoring against any and all claims, demands or suits by any persons and against related damages, liabilities, costs and expenses (including attorney's fees), which may arise out of this Purchase Order or the use, possession or ownership of the Merchandise related thereto, caused or contributed to by either: (a) the actions or omissions (whether or not negligent) by Vendor or Vendor's agents or subcontractors including without limitation such acts or omissions to act, incident to the presence of the Vendor, its agents, and subcontractors upon MW Monitoring's premises in the course of performance under this Purchase Order; or (b) defective, unsafe or non-conforming Merchandise supplied by Vendor or Vendor's agents or subcontractors; or (c) Vendor's use and possession of MW Monitoring's property as designated in Section 16 below. The term "MW Monitoring" as used in this section includes MW Monitoring and its officers, agents, employees, students, successors, assigns, customers and users.

13. **INSURANCE:** Vendor will carry insurance to indemnify MW Monitoring against any claim for loss, damages or injury to property or persons arising out of the performance by Vendor or its employees, agents or subcontractors under this Purchase Order and the use, misuse or failure of any equipment or Merchandise used by the Vendor or its employees or agents, and shall provide certificates of such insurance to MW Monitoring if requested. Vendor agrees to maintain any legally required workers compensation insurance.

14. **ASSIGNMENT:** The Vendor agrees that it will not assign this Purchase Order without the prior written consent of MW Monitoring.

15. **SALE OR BANKRUPTCY OF VENDOR'S BUSINESS:** If, during the life of this Purchase Order, the Vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In the event, the new owner(s) may, in MW Monitoring's absolute discretion, be required to submit a performance bond in the amount of the open balance of the Purchase Order. In the event of any suspension of payment or the institution of any proceedings by or against Vendor, voluntary or involuntary, in insolvency, or under the provisions of the Insolvency Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Vendor, MW Monitoring shall have, in addition to the rights stated in the two preceding sentences, the right to cancel this Purchase Order forthwith.

16. **MW MONITORING'S PROPERTY:** Vendor shall commit no act and shall not permit any other person to commit any act which would encumber or impair MW Monitoring's title to such property. Vendor shall execute and deliver to MW Monitoring or cause to be executed and delivered to MW Monitoring any instruments or assurances required by MW Monitoring for the confirmation and perfection of the rights of MW Monitoring in such property. Vendor shall segregate MW Monitoring's property from that owned by it or other parties and shall designate with an appropriate sign, tag or other device, that such property is that of MW Monitoring's. Vendor shall be solely responsible for the care, use, maintenance and protection of the property referred to herein. All equipment or material (including without limitation informational material) furnished by MW Monitoring and all jigs, fixtures, dies, tools or patterns charged by the Vendor to MW Monitoring shall, unless otherwise agreed in writing, be the property of MW Monitoring and shall be returned to MW Monitoring at its written request. The Vendor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with MW Monitoring under this or other purchase orders.

17. **OTHER LAWS AND REGULATIONS:** Vendor shall comply with all applicable federal, state and local laws and regulations.

18. TAXES & RECORDS: Vendor shall be solely responsible for filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Vendor's receipt of payment under these terms. Vendor further agrees to provide MW Monitoring with reasonable assistance in the event of a government audit. MW Monitoring shall have no responsibility to pay or withhold from payment to Vendor under these terms, any federal, state, or local taxes or fees.

18. COPYRIGHT OWNERSHIP: Vendor irrevocably agrees to assign and convey to MW Monitoring any and all intellectual property created, made, conceived of, developed, reduced to practice, authored or otherwise arising under these terms. Vendor shall assist MW Monitoring or its designee, at MW Monitoring's expense, at any time as reasonably required to secure, assign, evidence, perfect, register and enforce MW Monitoring's intellectual property. Vendor agrees to keep and maintain adequate and current written records of, and promptly disclose to MW Monitoring all such intellectual property, and said records shall be the sole property of MW Monitoring. Vendor and MW Monitoring expressly agree that all copyrightable subject matter created under these terms shall be considered a "workmade for hire" as this term is defined in the United States Copyright Act of 1976) (17 USC §§ 101,201(b)). To the extent that any work may not, by operation of law, be a work made for hire, Vendor further irrevocably and exclusively assigns and agrees to assign all of its rights in and to the copyright to MW Monitoring, including but not limited to, the exclusive use, marketing and distribution rights in and to such work, and to the extent permitted, the right to secure copyright registrations and similar protections worldwide in the name of MW Monitoring.

19. RESERVATION OF RIGHTS: MW Monitoring expressly reserves all rights and remedies which are available to it at law or equity including, but not limited to, rights and remedies set forth in the Uniform Commercial Code.

20. CONFIDENTIALITY: Should Vendor acquire knowledge of MW Monitoring Confidential Information (as defined below) in connection with its performance under these terms Vendor agrees to take all reasonable precautions, but in no event less than the same degree of care that said party uses to protect its own confidential and proprietary information of a like nature, to ensure that Confidential Information is not disclosed or distributed in violation of these terms. Vendor agrees not to disclose to any third party MW Monitoring's Confidential Information or to use that Confidential Information for any purpose other than that agreed by MW Monitoring. Vendor agrees to disclose Confidential Information on a need-to-know basis, only to those employees or agents who have agreed in writing to protect said Confidential Information from unauthorized disclosure. At any time upon MW Monitoring's written request, the Vendor shall: (a) return all of MW Monitoring's tangible Confidential Information, including but not limited to all electronic documents, computer programs, documentation, notes, plans, drawings and copies thereof; and (b) provide MW Monitoring with an officer's written certification that all such tangible Confidential Information has been destroyed. The Vendor shall have ten (10) days to comply with the foregoing provisions. Confidential Information means any and all nonpublic information in whatever form disclosed or otherwise provided to Vendor by MW Monitoring, or otherwise derived from such information, that MW Monitoring identifies as confidential or that the Vendor reasonably understands to be confidential.

21. INVOICE INSTRUCTIONS & PAYMENT: The preferred method to submit invoices is a scanned copy sent to [Accounts@mmsi.com](mailto:Accounts@mmsi.com). The alternative is to mail it Attn: Accounts payable, MW Monitoring Pty Ltd Africa (Pty) Ltd, Private Bag X51, Suite 343, Bryanston, 2021, Johannesburg, 2021. Vendor payments shall be made on a weekly basis relative to thirty (30) day terms from receipt of correct statement. For goods or services ordered via PO the PO # needs to be shown. For other orders details need to be provided as to who ordered the goods and any other instructions provided. Any invoices that are incorrect due to information shown including prices will be returned to be credited in full and a new invoice raised and submitted. MW Monitoring will not short pay or accept partial credit notes. Discount periods shall commence after the latest of correct acceptance, delivery, receipt of any required documentation, or receipt of

invoice. Delays in receiving invoice, errors or omissions on invoice, or lack of supporting documentation required by the terms of the purchase order, will be cause for withholding settlement without losing discount privilege. All inquiries regarding status of payment should be done via email to [accounts@mmsi.com](mailto:accounts@mmsi.com).

22. EARLY DELIVERY: Materials received at MW Monitoring's facility more than fifteen (15) days prior to the scheduled delivery date may be returned to Vendor, at Vendor's expense or retained by MW Monitoring at MW Monitoring's sole option. In the event that the materials are retained by MW Monitoring the parties agree that MW Monitoring is not obligated to make payment nor will the "terms period" for payment begin until the scheduled delivery date set forth in the Order.

23. LATE DELIVERY PENALTIES: Any delivery of Merchandise past the accepted Purchase Order requested delivery date will be considered Late and all Merchandise delivered must be fully conforming to Specifications to be considered on time. Unless Vendor notified MW Monitoring in advance of the delivery date a change to the delivery date and MW Monitoring accepts the new date, then MW Monitoring may charge a late Penalty. Should Vendor fail to perform in respect of any of the Delivery obligations, Vendor shall pay to MW Monitoring a daily delay penalty of 0.05% of the price of the daily Merchandise past MW Monitoring accepted Purchase Order delivery date, without prejudice to any other legal or equitable right or remedy available to MW Monitoring.

- i. The application of the penalties will be cumulative to the extent of non-performance of each event.
- ii. The amounts of the penalties are considered a net and certain debt and may be deducted from any payment due to Vendors or from the guarantees presented, with this Purchase Orders serving as an extra-judicial executive document.

24. DELIVER; TIME IS OF THE ESSENCE: The delivery date stated on the face of an applicable Purchase Order is the date the Merchandise is to be at the DDP location.

25. SEVERANCE: The invalidity or unenforceability of any provision in these terms pursuant to any applicable law shall not affect the validity or enforceability of the remaining provisions hereof, however, these terms shall be construed as if not containing the provisions held invalid or unenforceable in the jurisdiction in which so held, and the remaining provisions shall remain in full force and effect and shall be construed as nearly as possible as if such invalidity or unenforceability had not been declared.

26. ACCEPTANCE OF PURCHASE ORDER: MW Monitoring will only process invoices that match the Purchase Order. If a Vendor disagrees with MW Monitoring Purchase Order, the Vendor should not act on it until they receive an acceptable Purchase Order. Delivering the goods or services described in the Purchase Order commits the vendor to supply the goods or services at the price and terms shown. Email or verbal variations of the Purchase Order are not valid.

27. CONFLICT MINERALS: Vendor shall disclose any "conflict minerals" (as such term is defined below) used in the production of any product subject to this agreement, and, in the event such materials are used, shall submit, as applicable, either (i) its report filed with the Security and Exchange Commission under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or (ii) a description of measures taken to assure the appropriate sourcing and chain of custody of such materials. As used above, the term "conflict minerals" shall have the meaning ascribed to it under Dodd-Frank and shall include, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of the Congo.

28. CODE OF BUSINESS CONDUCT: The Vendor shall ensure that it understands and operates within the requirements of MW Monitoring's Code of business Conduct, copies of which can be found at <http://www.komatsu.com/CompanyInfo/profile/conduct/>. If the Vendor has any questions with regards to the interpretation of this document, they are to contact the Compliance Officer for clarity.